

# Fort Collins City Council Agenda

## Regular Meeting

6:00 p.m., Tuesday, December 5, 2023

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

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

### NOTICE:

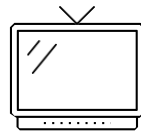
Regular meetings of the City Council are held on the 1st and 3rd Tuesdays of each month in the City Council Chambers. Meetings are conducted in a hybrid format, with a Zoom webinar in addition to the in person meeting in Council Chambers.

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

### How to view this Meeting:



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



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



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



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

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*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.*



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### Comment in real time:

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



In person attendees can address the Council in the Chambers.

The public can join the Zoom webinar and comment from the remote meeting, joining online or via phone.



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Staff is also available outside of Chambers prior to meetings to assist with the sign up process for in person attendees.

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

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

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

Call in number: 720 928 9299

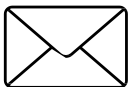
Meeting ID: 982 4141 6497

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

### Submit written comments:



Email comments about any item on the agenda to [cityleaders@fcgov.com](mailto:cityleaders@fcgov.com)



Written comments can be mailed or dropped off at the City Manager's Office at City Hall, at 300 Laporte Ave, Fort Collins, CO 80521

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

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





# City Council Regular Meeting Agenda

**December 5, 2023 at 6:00 PM**

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

City Council Chambers  
300 Laporte Avenue, Fort Collins  
& via Zoom at  
<https://zoom.us/j/98241416497>

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

Carrie Daggett  
City Attorney

Kelly DiMartino  
City Manager

Anissa Hollingshead  
City Clerk

**Amended December 4, 2023**

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

### **A) PROCLAMATIONS AND PRESENTATIONS**

[PP 1.](#) **Declaring December 10, 2023 as Human Rights Day.**

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

### **B) CALL MEETING TO ORDER**

### **C) PLEDGE OF ALLEGIANCE**

### **D) ROLL CALL**

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

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

### **F) COMMUNITY REPORTS - None**

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

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

- *Those who wish to speak are required to sign up using the online sign-up system available at [www.fcgov.com/council-meeting-participation-signup/](http://www.fcgov.com/council-meeting-participation-signup/)*

- *Each speaker will be allowed to speak one time during public comment. If a speaker comments on a particular agenda item during general public comment, that speaker will not also be entitled to speak during discussion on the same agenda item.*
- *All speakers will be called to speak by the presiding officer from the list of those signed up. After everyone signed up is called on, the presiding officer may ask others wishing to speak to identify themselves by raising their hand (in person or using the Raise Hand option on Zoom), and if in person then will be asked to move to one of the two lines of speakers (or to a seat nearby, for those who are not able to stand while waiting).*
- *The presiding officer will determine and announce the length of time allowed for each speaker.*
- *Each speaker will be asked to state their name and general address for the record, and, if their comments relate to a particular agenda item, to identify the agenda item number. Any written comments or materials intended for the Council should be provided to the City Clerk.*
- *A timer will beep one time and turn yellow to indicate that 30 seconds of speaking time remain and will beep again and turn red when a speaker's time has ended.*

*[\*\*For questions about the development review process or the status of any particular development, consult the City's Development Review Center page at <https://www.fcgov.com/developmentreview>, or contact the Development Review Center at 970.221.6760.]*

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

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

### **CONSENT CALENDAR**

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

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

#### **1. Second Reading of Ordinance No. 150, 2023, Making a Supplemental Appropriation for the Oak Street Stormwater Improvements Project.**

This Ordinance, unanimously adopted on First Reading on November 21, 2023, appropriates the expenses related to the recent bond issuance for the Oak Street Stormwater Improvements Project.

The Stormwater Utility Enterprise Board unanimously adopted Ordinance No. 011 on October 3, 2023, authorizing a bond issuance in the Stormwater Fund for the construction of the Oak Street Stormwater Improvements project. Following the sale and closing of the bonds' gross proceeds, the amount of \$40.4M have been paid into the Stormwater Fund on October 31, 2023.

This first appropriation request is being brought for your consideration to cover expenses for the recent bond issuance, including closing costs and underwriter's fees associated with closing of the bond. Payment for expenses will be made by the end of 2023.

The total amount being requested for appropriation is: \$375,931.

A second appropriation request will be brought forth once the construction contractor selection process is complete and the construction contract value has been finalized. The anticipated schedule is late December 2023 or January 2024.

**2. Second Reading of Ordinance No. 151, 2023, Appropriating Prior Year Reserves in the General Fund and Transportation Services Fund for Snow Removal.**

This Ordinance, unanimously adopted on First Reading on November 21, 2023, appropriates prior year reserves to cover snow removal costs that have exceeded the 2023 budget. Overspend in the snow budget is driven by severe snowstorms that present cold temperatures, ice, and higher volumes of snow.

**3. Second Reading of Ordinance No. 152, 2023, Appropriating Philanthropic Revenue Received by City Give for the 9/11 Memorial, Park Planning and Design for the Construction of the 9/11 Memorial at Spring Park.**

This Ordinance, unanimously adopted on First Reading on November 21, 2023, appropriates \$24,870.70 for the designated purpose toward the park planning and design for the construction of the 9/11 Memorial at Spring Park, 2100 Mathews Street, Fort Collins, Colorado.

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

**4. Second Reading of Ordinance No. 153, 2023, Appropriating Philanthropic Revenue by City Give for Fort Collins Police Services for the 2024 Police Leaders' Summit.**

This Ordinance, unanimously adopted on First Reading on November 21, 2023, appropriates \$5,850 in philanthropic revenue received by City Give for Fort Collins Police Services for the 2024 Police Leaders' Summit as designated by the donor.

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

**5. Second Reading of Ordinance No. 154, 2023, Making Supplemental Appropriations of Unanticipated Grant Revenue and Authorizing Transfers for Transfort and Ebus Charging Equipment.**

This Ordinance, unanimously adopted on First Reading on November 21, 2023, appropriates unanticipated grant funding for Transfort operational and capital needs.

**6. Second Reading of Ordinance No. 155, 2023, Appropriating Unanticipated Revenue and Authorizing Transfers for Replacement of Bicycle Racks in Downtown Fort Collins.**

This Ordinance, unanimously adopted on First Reading on November 21, 2023, appropriates funds to support replacement of aged and corroded bike racks with new bike racks that provide improved accessibility along downtown sidewalks by:

- Appropriating \$15,050 of unanticipated grant revenue awarded by Colorado Department of Transportation (CDOT); and
- Utilizing matching funds in the amount of \$1,672 from existing 2023 appropriations for this new grant project.

Pursuant to the State of Colorado Small Dollar Grant Terms and Conditions, and in accordance with Section 1-22 of the City Code, the City Manager has accepted this grant agreement.

**7. Second Reading of Ordinance No. 156, 2023, Making a Supplemental Appropriation from the Colorado Division of Criminal Justice of Unanticipated Grant Revenue for Various Restorative Justice Services Programs.**

This Ordinance, unanimously adopted on First Reading on November 21, 2023, appropriates grant revenue to fund Restorative Justice Services within Community Development and Neighborhood Services.

Additional grant funds in the amount of \$12,000 have been awarded from the Colorado Division of Criminal Justice (DCJ) Juvenile Diversion fund for the continued operation of Restorative Justice Services, which includes the RESTORE program for shoplifting offenses, and the Restorative Justice Conferencing Program (RJCP) and Reflect Program for all other offenses. The \$12,000 in grant funds are in addition to a grant awarded to Restorative Justice Services earlier this year from DCJ in the amount of \$57,356, bringing the total amount of the awarded grant to \$69,356. No match is required and the grant period is July 1, 2023, to June 30, 2024.

**8. Second Reading of Ordinance No. 158, 2023, Amending the City's Master Street Plan.**

This Ordinance, unanimously adopted on First Reading on November 21, 2023, requests approval of proposed amendments to the Master Street Plan for the purposes of implementing recommendations from the North College MAX Plan, regular clean-up items, and a request from Montava.

**9. Second Reading of Ordinance No. 159, 2023, Authorizing the Purchasing Agent to Enter into a Contract for Services, Professional Services and/or Construction in Excess of Five Years for the Golf Professional and the Food and Beverage Concessionaire at City Park Nine Golf Course.**

This Ordinance, unanimously adopted on First Reading on November 21, 2023, authorizes the Purchasing Agent, pursuant to City Code Section 8-186(a), to enter into a contract greater than five years in length for the Golf Professional/Concessionaire at City Park Nine Golf Course. This contract was originally awarded by competitive purchasing processes in accordance with City Code Section 8-158, Competitive sealed proposals. The contract for the Golf Professional/Concessionaire includes a provision for the City to extend the contract for up to an additional five years, subject to Council approval. Extending the contract for the Golf Professional/Concessionaire at City Park Nine Golf Course is in the City's best interest.

**10. Second Reading of Ordinance No. 160, 2023, Approving the Vacation of a Drainage Easement Located on Tract A of the Old Town North, Fifth Filing Subdivision.**

This Ordinance, unanimously adopted on First Reading on November 21, 2023, vacates a 0.808 acre drainage easement (the “Easement”) that was dedicated on Tract A of the Plat of the Old Town North Fifth Filing (the “Subdivision”) for the benefit of the City because the Easement is no longer required by the City’s Stormwater Utilities Department.

**11. Second Reading of Ordinance No. 161, 2023, Authorizing the Conveyance of Three Permanent Easements and a License to Enter to Colorado State University for Installation of Fiber Optic Cables on City Property.**

This Ordinance, unanimously adopted on First Reading on November 21, 2023, permits the conveyance of three (3) permanent easements (the “Easements”) and one (1) license to enter (the “License”) to Colorado State University (“CSU”) for the installation and operation of fiber optic cables on City property to connect the Powerhouse Energy Campus (the “Powerhouse Campus”) located at 430 North College Avenue to the CSU main campus and allow for future CSU fiber optic connectivity to the Powerhouse 2 facilities.

**12. Second Reading of Ordinance No. 162, 2023, Adopting the East Mulberry Plan as an Update of the 2002 East Mulberry Corridor Plan.**

This Ordinance, unanimously adopted on First Reading on November 21, 2023, adopts the draft East Mulberry Plan and potential annexation considerations related to the plan. Staff will share a potential approach to annexation for Council to consider based on a concept referred to as “Thresholds.”

Exhibit A to the Ordinance has been revised with edits made on First Reading.

**13. First Reading of Ordinance No. 163, 2023, Appropriating Unanticipated Revenue in the Transportation Services Fund for “Work For Others” Program Expenses.**

The purpose of this item is to appropriate \$700,000 in unanticipated revenue in the Transportation Services Fund received for work to be completed through the Planning, Development, and Transportation’s “Work for Others” program. This appropriation will be used for costs corresponding to the program and the generated revenue.

**14. First Reading of Ordinance No. 164, 2023, Appropriating Prior Year Reserves for the Golf Enterprise.**

The purpose of this item is to consider an appropriation of \$185,000 from golf reserves to the 2023 budget associated with the additional costs in golf related to higher revenues.

**15. First Reading of Ordinance No. 165, 2023, Appropriating Prior Year Reserves and New Philanthropic Revenue Received through City Give for Various Programs and Services as Designated by the Donors.**

The purpose of this item is to request an appropriation of \$11,968.53 in philanthropic revenue received through City Give. These miscellaneous gifts to various City departments support a variety of programs and services and are aligned with both the City’s strategic priorities and the respective donors’ designation.

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

**16. First Reading of Ordinance No. 166, 2023, Amending Chapters 18 and 26 of the Code of the City of Fort Collins Regarding Mobile Home Park Management and Livability.**

The purpose of this item is to present Municipal Code updates related to the livability issues identified by residents, property managers, and owners of manufactured housing communities/mobile home parks in our community. This item also addresses analysis of unmet needs in the State of Colorado Mobile Home Park Oversight Program.

Staff's recommendation includes the following Code changes:

- Expansion of authorization to conduct inspections in mobile home parks to include not only the Building Official, but also Specially Commissioned Officers under the Chief of Police.
- Establishment of protection for use and installation of clotheslines by residents in mobile home parks in Section 18-6(g).
- Establishment of protection for use and installation of window-mounted air conditioning units or evaporative coolers on homes within mobile home parks in Section 18-6(h).
- Establishment of new water utility billing/rebilling transparency requirements for Fort Collins Utility mobile home park water customers including:
  - Require as a condition of mobile home park service from the City's water utility that a mobile home park customer directly provide a designated Specially Commissioned Officer, or authorize such Officer to obtain, a copy of any notice, correspondence, invoice, and water leak notice from the water utility within seven days of receipt in Section 18-7(c).
  - Require as a condition of mobile home park service from the City's water utility that a mobile home park customer participates in the continuous consumption water usage/leak notification system through Fort Collins Utilities in Section 18-7(c).
  - Authorize the City's water utility in serving a mobile home park to provide the designated Specially Commissioned Officer a copy of any notice, correspondence, invoice, and water leak notice sent to the mobile home park in Section 18-7(c). Add a cross-reference to these changes to Section 26-97 (water utility lines; general regulations).
  - Acknowledge, as a condition of service, the designated Specially Commissioned Officer may exercise the power to audit and collaborate with the City's water utility to verify and maintain accuracy of water rebilling by the mobile home park.

**17. First Reading of Ordinance No. 167, 2023, Amending Chapters 3 and 17 of the Code of the City of Fort Collins to Update and Align City Code Regarding Alcohol Beverages with State Law Changes and Adding Municipal Code Violations for Certain Alcohol-Related Offenses.**

The purpose of this item is to request approval of the proposed amendments to Chapter 3 (Alcohol Beverages) and Chapter 17 (Miscellaneous Offenses).

**18. First Reading of Ordinance No. 168, 2023, Amending Article III of Chapter 25 of the Code of City of Fort Collins for the Voter Approved One-Half Cent Sales Tax Rate Increase Effective January 1, 2024.**

The purpose of this item is to amend Section 25-75 of City Code to reflect the 0.50% sales and use tax approved by the voters at the City's November 7, 2023, election. The City of Fort Collins tax rate will increase from 3.85% to 4.35% beginning January 1, 2024. The use of the revenue is specifically identified in the ballot measure and, in general, may be used for parks and recreation facilities, environmental sustainability, and for public transit system improvements. The tax will not apply to: (1) items exempt from sales and use tax under the City Code; (2) food for home consumption; and (3) for the use tax only, manufacturing equipment.



The Ordinance would also amend Section 25-75 to remove reference to a 0.85% sales and use tax that expired at midnight on December 31, 2020. City staff is recommending this change as a clean-up item to remove extraneous provisions from the City Code

**19. First Reading of Ordinance No. 169, 2023, Amending Chapter 2, Article III of the Code of the City of Fort Collins to Update Ex-Officio Member Provisions for Various Boards and Commissions.**

The purpose of this item is to consider an amendment to add an ex-officio seat for the Housing Catalyst to the Affordable Housing Board and to eliminate ex-officio members from the Art in Public Places Board and Water Commission.

**20. First Reading of Ordinance No. 170, 2023, Authorizing the Conveyance of a Permanent Non-Exclusive Utility Easement on Property Jointly Owned by the City of Fort Collins and the City of Loveland at the Northern Colorado Regional Airport to the Fort Collins-Loveland Water District.**

The purpose of this item is to authorize a permanent non-exclusive utility easement over a portion of the Northern Colorado Regional Airport property to allow for the installation and maintenance of a regional waterline to serve the Fort Collins-Loveland Water District's (the "District") public water system. This project will directly benefit the Airport by providing water infrastructure to areas that currently lack it and service connection points, which have been strategically located to serve future Airport development.

**21. First Reading of Ordinance No. 171, 2023, Vacating a Portion of Public Right-of-Way Dedicated by the Redwood Village PUD Phase II Plat.**

The purpose of this item is to approve the vacation of a portion of public right-of-way that has never been used for street purposes. Once this right-of-way area is vacated, the property will be privately developed as a multifamily housing project, and new public right-of-way will be dedicated to support the housing project and provide public street connections to the adjacent Northfield subdivision.

**22. First Reading of Ordinance No. 172, 2023, Adopting the 2024 Classified Employee Pay Plan.**

The purpose of this item is to recommend the 2024 City Classified Employee Pay Plan. Classified jobs are grouped according to job functions, a business practice commonly used by both the public and private sectors. Pay ranges are developed by career group (management, professional, administrative, operations and trades) and level for each job function. The result of this work is a City Classified Employee Pay Plan (Pay Plan) which sets the minimum, midpoint, and maximum pay ranges for the level within each career group and function. Actual employee pay increases are awarded through a separate administrative process in accordance with the budgeted amount approved by Council.

**23. Resolution 2023-102 Adopting the 2023 Three-Mile Plan Update for the City of Fort Collins.**

The purpose of this item is to adopt the annual update of the Three-Mile Plan for the City of Fort Collins. The Three-Mile Plan is a reference document of plans and policies coordinating the general location, character, utilities, infrastructure, and land uses for areas of potential annexation within three miles of the municipal boundary.

An annual update of the Three-Mile Plan is required by Colorado Revised Statutes and highlights applicable plans and policies adopted or amended by Council over the preceding year.

**24. Resolution 2023-103 Authorizing the Execution of an Intergovernmental Agreement Between the City of Fort Collins and the Colorado Department of Transportation for the FASTER Transit Program Grant for Fiscal Year 2023 to Fund Transfort's FLEX Service.**

The purpose of this item is to receive and expend federal funds through the Colorado Department of Transportation (CDOT) for Transfort's commuter FLEX service. This agreement will result in the receipt of \$200,000 in grant funds through the Statewide Competitive Pool of the FASTER (Funding Advancement for Surface Transportation and Economic Recovery Act of 2009) Transit program for fiscal year (FY) 2023. Transfort will be required to match the \$200,000 in grant funds with a \$200,000 local match. Both the grant and local match were appropriated through the 2023 BFO (Budgeting for Outcomes) cycle and are accounted for in the approved 2023 Transfort budget. If approved, this agenda item will authorize the City Manager to execute an intergovernmental agreement for the FY 2023 FASTER funds from CDOT.

**25. Resolution 2023-104 Authorizing the Mayor to Execute an Amendment to an Intergovernmental Agreement with Larimer County and the City of Loveland Regarding the Heaven's Door Ranch Conservation Project.**

The purpose of this item is to seek authorization to amend an Intergovernmental Agreement (IGA) with Larimer County and the City of Loveland for the Heaven's Door Ranch Conservation Project. The amendment will extend the timeframe to complete a conservation easement conveyance.

**26. Resolution 2023-105 Authorizing the City Manager to Enter Into an Agreement Between the City of Fort Collins and Numerous Stakeholders Regarding Operation and Maintenance of Boxelder Creek Watershed Dams (B Dams B-2, B-3, and B-4).**

The purpose of this item is to authorize the City Manager to execute an intergovernmental agreement (IGA) between the City of Fort Collins and numerous stakeholders regarding the operation and maintenance of the Boxelder Creek Watershed Dams (B Dams B-2, B-3, and B-4). These flood control dams were built in the 1970s and 1980s to protect agricultural lands and rural properties from flooding and erosion damage. In 2014, the Colorado State Engineer's Office (SEO) elevated their hazard classification for the dams from "moderate" to "high" due to the increased urban and suburban development and resulting flood risk to properties and citizens downstream of the facilities.

Initial costs to design and construct improvements to the B Dams were in the range of \$70 million to meet dam safety requirements. Municipal stakeholders joined together to pursue a new approach that utilized a Risk and Consequence Analysis to demonstrate that the risk will be greatly mitigated if adequate warning of flooding could be provided for the dams in lieu of the costly improvements. The IGA allocates respective costs to fund the flood warning system as well as the operations and maintenance of the B Dams.

The IGA also establishes a Management Committee to provide technical and other recommendations related to the agreement. Each party will designate one person to represent and act on the party's behalf. When possible, appointees should have applicable technical knowledge and skills.

**27. Resolution 2023-106 Authorizing an Intergovernmental Agreement with the Downtown Development Authority for Designated Financial Support of the Carnegie Center for Creativity.**

The purpose of this item is to seek approval of an intergovernmental agreement (IGA) between the City and the Downtown Development Authority for the financial support of renovation of the Carnegie Center for Creativity.



**28. Resolution 2023-107 Supporting a Grant Application for Gray and Black Market Marijuana Enforcement Funding for Fort Collins Police Services.**

The purpose of this item is to obtain support for the City to apply for grant money to support enforcement of gray and black market marijuana activity for Fort Collins Police Services.

**29. Items Relating to Gratitude and Appreciation to the Members of the Golf Board and Bicycle Advisory Committee.**

A. Resolution 2023-108 Expressing Gratitude and Appreciation to the Members of the Golf Board for their Service and Contributions to the Community.

B. Resolution 2023-109 Expressing Gratitude and Appreciation to the Members of the Bicycle Advisory Committee for their Service and Contributions to the Community.

The purpose of these items is to acknowledge the work that has been done by the Golf Board as well as the Bicycle Advisory Committee. The attached Resolutions acknowledge the contributions that the board and committee have made individually.

**30. Resolution 2023-110 Approving an Exception to the Competitive Purchasing Process with SMART Mobility Office, Unit of Panasonic Corporation of North America for Equipment, Software, Consulting and Support Services for Execution of the USDOT SMART Grant.**

**This item has been amended to indicate there is only one source for the software.**

The purpose of this item is to approve the sole source award of a contract with Panasonic Corporation of North America ("Panasonic") to complete the work set forth within the USDOT Strengthening Mobility and Revolutionizing Transportation (SMART) Grant Agreement.

This request for an exception to the competitive process was noted in the original request to the US DOT for this grant and that it is in accordance with the Code of Federal Regulations procurement process: "This item is available only from a single source." 2 CFR § 200.320(c)(2). Piloting the PEFSA software is fundamental to the SMART grant awarded the City. The US DOT has approved the exception because the PEFSA software is proprietary to Panasonic and only available from Panasonic. In addition, this project is being funded 100% by the SMART grant and is not utilizing local funds.

This exception to the competitive process will authorize the continuation of the relationship between Panasonic and the City through an agreement that will continue for a five (5) year term. This approval will be in line with federal procurement guidelines required by the grant.

This election will enable a timely completion of the work plan set forth within the signed SMART Grant Agreement.

**END OF CONSENT CALENDAR**

**J) ADOPTION OF CONSENT CALENDAR**

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

**L) STAFF REPORTS - None**

**M) COUNCILMEMBER REPORTS**

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

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

*The method of debate for discussion items is as follows:*

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

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

**31. Second Reading of Ordinance No. 157, 2023, Making A Supplemental Appropriation, Appropriating Prior Year Reserves, Authorizing Transfers and Authorizing the City Manager to Enter into an Agreement for the Zero Carbon Performance Code Project.**

This Ordinance, adopted on First Reading by a vote of 6-1 (nay: Ohlson) on November 21, 2023, supports the appropriation of funds for the *Zero Carbon Performance Code Project* by:

- Appropriating \$693,595 of unanticipated revenue awarded by the Department of Energy (DOE);
- Appropriating \$152,127 from Light and Power Fund reserves;
- Transferring \$7,600 matching funds from existing 2023 appropriations in the Light & Power Fund; and
- Appropriating \$46,842 from General Fund reserves.

In July 2023, the Department of Energy (DOE) awarded the City of Fort Collins (City) \$693,595 under the Bipartisan Infrastructure Law, Resilient and Efficient Codes Implementation (RECI) funding. The award supports development of a Zero Carbon Performance Energy Code framework by 2030 to meet energy use and carbon emissions reduction targets and replace prescriptive energy code models. This framework will be developed as a Code path to include successive code update cycles focused on an end goal of zero carbon new construction in the 2030 code cycle.

This project directly aligns with Our Climate Future's Big Move 6 "Efficient, Emissions Free Buildings." It also recognizes the importance of building energy codes as an effective strategy to improve health and safety, comfort, climate resilience and lower energy costs within community buildings.

While the DOE did not provide the final grant agreement before first reading of this Ordinance, staff is seeking approval to begin spending resources toward the City's anticipated match. The City's \$206,569 match will be met principally through Energy Services and Building Services staff personnel time. Upon presentation of its final grant agreement and DOE confirmation of its \$693,595 award (anticipated to occur before or contemporaneous with second reading), the DOE

grant will be applied to reimburse project partners and the City. DOE funds and the City's match support total project costs of \$900,164.

Note: At the time of the December 5 agenda publication, the DOE was still processing the final grant agreement.

**32. First Reading of Ordinance No. 173, 2023, Amending Section 2-606 of the Code of the City of Fort Collins and Setting the Salary of the Chief Judge.**

**This item has been amended to include the proposed 2024 salary amount.**

The purpose of this item is to amend City Code to establish the 2024 compensation of the Chief Judge. Council met in executive session on November 28, 2023, to conduct the performance review of Jill Hueser, Chief Judge and to consider the salary market analysis for this position.

**33. First Reading of Ordinance No. 174, 2023, Amending Section 2-581 of the Code of the City of Fort Collins and Setting the Salary of the City Attorney.**

**This item has been amended to include the proposed 2024 salary amount.**

The purpose of this item is to amend City Code to establish the 2024 compensation of the City Attorney. Council met in executive session on November 28, 2023, to conduct the performance review of Carrie Daggett, City Attorney and to consider the salary market analysis for this position.

**34. Resolution 2023-111 Adopting an Update to the Economic Health Strategic Plan for the City of Fort Collins.**

The purpose of this item is to consider adoption of the 2023 Economic Health Strategic Plan (EHSP) which includes the Circular Economy Work Plan. The EHSP does not take a one-size-fits-all approach to economic health but a people-centered, integrated economic, social, and environmental approach so Fort Collins is a healthy, equitable, and resilient community where people and businesses can thrive.

**P) OTHER BUSINESS**

OB 1. **Update on Status of the Referendum Petition Process.**

OB 2. **Possible consideration of the initiation of new ordinances and/or resolutions by Councilmembers.**

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

## **Q) ADJOURNMENT**

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

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

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



## PROCLAMATION

**WHEREAS**, the Universal Declaration of Human Rights was adopted by the United Nations on December 10, 1948; and

**WHEREAS**, it was the first time a document declaring human rights and fundamental freedoms was adopted by an international organization, and it continues to have universal value in defending and advancing people's rights; and

**WHEREAS**, America's commitment to individual freedom and democracy provides the foundation for our society and the Bill of Rights serves to guide our people and our government to ensure basic human rights and liberties; and

**WHEREAS**, as a community, we are committed to upholding these principles and making Fort Collins a place where all citizens have the opportunity to voice their opinions, practice their faith, and enjoy the blessings of freedom; and

**WHEREAS**, our community will find encouragement in rallying together to defend human rights. By working together to advance the rights of all people, we will help to build mutual trust and harmony for all individuals in our community.

**NOW, THEREFORE**, I, Jeni Arndt, Mayor of the City of Fort Collins, do hereby proclaim December 10, 2023, as

## HUMAN RIGHTS DAY

in the City of Fort Collins and hereby encourage all residents, businesses, and institutions to recognize Human Rights Day 2023 by observing our Nation's Bill of Rights and pledging to uphold the universal principles of liberty and justice that define our dreams and shape our hopes as we face the challenges of a new era.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the City of Fort Collins this 5th day of December, 2023.

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Mayor

ATTEST:

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City Clerk

December 5, 2023

## AGENDA ITEM SUMMARY

City Council



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### STAFF

Lance Smith, Senior Director of Finance for Utilities  
Blaine Dunn, Accounting Director  
Heather McDowell, Special Projects Manager  
Ryan Malarky, Assistant City Attorney

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### SUBJECT

**Second Reading of Ordinance No. 150, 2023, Making a Supplemental Appropriation for the Oak Street Stormwater Improvements Project.**

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### EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on November 21, 2023, appropriates the expenses related to the recent bond issuance for the Oak Street Stormwater Improvements Project.

The Stormwater Utility Enterprise Board unanimously adopted Ordinance No. 011 on October 3, 2023, authorizing a bond issuance in the Stormwater Fund for the construction of the Oak Street Stormwater Improvements project. Following the sale and closing of the bonds' gross proceeds, the amount of \$40.4M have been paid into the Stormwater Fund on October 31, 2023.

This first appropriation request is being brought for your consideration to cover expenses for the recent bond issuance, including closing costs and underwriter's fees associated with closing of the bond. Payment for expenses will be made by the end of 2023.

The total amount being requested for appropriation is: \$375,931.

A second appropriation request will be brought forth once the construction contractor selection process is complete and the construction contract value has been finalized. The anticipated schedule is late December 2023 or January 2024.

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### STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

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### BACKGROUND / DISCUSSION

The Oak Street Stormwater Improvement Project is a priority stormwater project for the City because it will contribute to resolving the urban flooding and stormwater quality issues in downtown Fort Collins. The Oak Street project supports Strategic Objective SAFE 5.5 to address flooding risk for the protection of people, property, and the environment.

The Oak Street project is one of several projects developed as part of the Downtown Stormwater Improvement Program (DSIP). The DSIP was recently created (2017-2019) as a basin-wide evaluation of

existing stormwater systems and is the development of a comprehensive strategy to mitigate flood risk and damages in the Old Town Basin. The project will provide stormwater infrastructure including a combination of grey and green infrastructure to reduce flooding impacts along the Oak Street corridor and adjacent blocks. Large diameter storm pipes ranging in size from 48" to 78" will extend from the previously constructed Oak Street Outfall, starting at Mason Street and extending to Jackson Street near City Park. There will be approximately 8,500 linear feet of new stormwater mains along Oak Street and cross streets that extend north to Mountain Avenue and/or south to Olive Street. Green infrastructure includes water quality ponds, or "rain gardens" in three locations along the Oak Street corridor to filter street runoff.

Addressing flooding issues in downtown Fort Collins will provide resilience for the future of the community, improve public safety, avoid costly flood damages in the future and address recurring street and intersection flooding.

## CITY FINANCIAL IMPACTS

As part of the bond issuance the Stormwater Utility borrowed the funds to cover the costs of closing. The total appropriation will be for \$375,931, which will increase total appropriations in the Stormwater Fund by this amount for 2023. This includes \$157,847 for the Cost of Issuance and \$218,084 for the Underwriter's Discount. These amounts are used to pay for the professional services rendered during the issuance of the bonds. This includes items such as legal fees, advisor fees, rating fees, and the fee to the underwriter of the bonds. A breakdown of the total issuance including these fees is below:

### SOURCES AND USES OF FUNDS

**City of Fort Collins, Colorado  
Stormwater Utility Enterprise Revenue Bonds, Series 2023  
Final Numbers**

Dated Date	10/31/2023
Delivery Date	10/31/2023

**Sources:**

<b>Bond Proceeds:</b>	
Par Amount	38,245,000.00
Net Premium	2,130,931.15
	40,375,931.15

**Uses:**

<b>Project Fund Deposits:</b>	
Project Fund	40,000,000.00
<b>Delivery Date Expenses:</b>	
Cost of Issuance	157,846.80
Underwriter's Discount	218,084.35
	375,931.15
	40,375,931.15

The appropriation for the debt service on these bonds is included in the 2024 annual appropriation. The appropriation for the project portion of these bonds will come forward in December.

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

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At the August 3, 2023, meeting, the Council Finance Committee supported proceeding to First Reading for the Debt Ordinance with the full Council.

At the Stormwater Utility Enterprise Board meeting on September 19, 2023, the Board unanimously adopted Ordinance No. 011 on First Reading and Resolution No. 002, relating to Authorization and Issuance of Revenue Bonds in the Stormwater Utility Fund and the Determination of Sale of those Bonds.

At the Stormwater Utility Enterprise Board meeting on October 3, 2023, the Board unanimously adopted Ordinance No. 011 on Second Reading.

## **PUBLIC OUTREACH**

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None.

## **ATTACHMENTS**

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First Reading attachments not included.

1. Ordinance for Consideration



ORDINANCE NO. 150, 2023  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
MAKING A SUPPLEMENTAL APPROPRIATION FOR THE OAK STREET  
STORMWATER IMPROVEMENTS PROJECT

WHEREAS, on October 3, 2023, the Stormwater Utility Enterprise Board adopted Ordinance No. 011, 2023 authorizing the issuance of bonds in the Stormwater Fund for the construction of the Oak Street Stormwater Improvements Project (the “Project”); and

WHEREAS, the Project is a priority project among several the City has developed as part of the Downtown Stormwater Improvement Program, which is a basin-wide evaluation of existing stormwater systems and the development of a comprehensive strategy to mitigate flood risk and damages in the Old Town Basin; and

WHEREAS, the City closed on the bonds on October 31, 2023, and the gross proceeds of approximately \$40.4 million have been deposited in the Stormwater Fund; and

WHEREAS, this requested appropriation of \$375,931 will allow the City to pay the expenses of professional services rendered during the bond issuance, including closing costs, legal fees, advisor fees, rating fees, and underwriter’s fees; and

WHEREAS, this appropriation benefits the public health, safety and welfare of the Stormwater Utility ratepayers of Fort Collins and serves the public purpose of the City paying the necessary expenses from the bond issuance with the proceeds from said issuance to be used for stormwater improvements in the Old Town Basin that will contribute to mitigating flood risks and damages; and

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

WHEREAS, the City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated from the Stormwater Fund and will not cause the total amount appropriated in the Stormwater Fund, as applicable, to exceed the current estimate of actual and anticipated revenues and all other funds to be received in these funds during this fiscal year; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That there is hereby appropriated from new revenue or other funds in the Stormwater Fund the sum of THREE HUNDRED SEVENTY-FIVE THOUSAND NINE HUNDRED THIRTY-ONE DOLLARS (\$375,931) to be expended in the Stormwater Fund for the Oak Street Stormwater Improvements Project.

Introduced, considered favorably on first reading and ordered published this 21st day of November, 2023, and to be presented for final passage on the 5th day of December, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

Passed and adopted on final reading this 5th day of December, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

December 5, 2023

## AGENDA ITEM SUMMARY

City Council



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### STAFF

Mallory Gallegos, Transportation Operations Director  
Monica Martinez, PDT FP&A Manager  
Aaron Guin, Senior Assistant City Attorney

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### SUBJECT

**Second Reading of Ordinance No. 151, 2023, Appropriating Prior Year Reserves in the General Fund and Transportation Services Fund for Snow Removal.**

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### EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on November 21, 2023, appropriates prior year reserves to cover snow removal costs that have exceeded the 2023 budget. Overspend in the snow budget is driven by severe snowstorms that present cold temperatures, ice, and higher volumes of snow.

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### STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

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### BACKGROUND / DISCUSSION

The 2023 snow budget of \$1,900,000 already has been exceeded by \$600,000 bringing actual costs to a total of \$2,500,000. An additional expenditure of \$1,360,000 is estimated for the 2023 November-December snow season, which is based on the period's historical average of five storms. Should these storms occur, total overspend for the year would equal \$1,980,000, and total actual spend would equal \$3,860,000. While Transportation Fund appropriations are currently sufficient to cover the snow budget overspend, it is anticipated that by year end the Transportation Fund would be overspent in an amount equivalent to the amount requested in this supplemental appropriation. Measures could be taken to offset the anticipated overspend, however, these would require a reduction in other intended services and uses. This situation is not unprecedented, as actual snow costs have exceeded Transportation Fund budget allocations on a yearly basis for over ten years. The average overspend for the past 10 years has been \$1,400,000, and has averaged \$1,700,000 over the last five years.

The three main factors in the increased costs for snow removal are increased operational costs, extremely cold temperatures, and large storms. The presence of extremely cold temperatures and/or ice requires the use of more de-icing material to keep roads safe, and more labor hours to remove ice. Other factors impacting the increased cost of snow removal include increases in personnel costs, material costs, contractor sidewalk snow removal costs, and the increase in the number of lane miles.

underspend in personnel and non-personnel from Planning, Development, and Transportation will be used to offset costs as available. The remaining amount needed for the snow removal budget is being requested from General Fund Reserves.

Additionally, supplemental funds need to be appropriated from Harmony Reserves to cover overspend in the snow budget for Harmony Road - Snow Removal. The 2023 Harmony Road snow budget of \$126,725 already has been exceeded by \$13,000. This amount, plus funding for an anticipated \$80,000 in future expenditures, is requested from Harmony Road Fund Reserves

### **CITY FINANCIAL IMPACTS**

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This Ordinance will appropriate \$1,980,000 from General Fund prior year reserves. These funds will be expended to cover costs already incurred and any additional costs necessary for snow removal and associated costs. Any amount appropriated above actual costs will revert to the General Fund Reserves Balance.

An amount of \$93,000 from the Harmony Road Fund prior year reserves will also be appropriated by this Ordinance. Any amount appropriated above actual costs will revert to the Harmony Road Fund Reserves Balance.

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

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None.

### **PUBLIC OUTREACH**

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None.

### **ATTACHMENTS**

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First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 151, 2023  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
APPROPRIATING PRIOR YEAR RESERVES IN THE GENERAL FUND AND  
TRANSPORTATION SERVICES FUND FOR SNOW REMOVAL

WHEREAS, the City established a snow removal budget of \$1,900,000 for 2023; and

WHEREAS, the 2023 snow removal budget already has been exceeded by \$600,000; and

WHEREAS, in anticipation of snowstorms in November through December of 2023, snow removal costs for 2023 are projected to exceed the 2023 budget by \$1,980,000, for a total of \$3,860,000; and

WHEREAS, the actual costs of snow removal by the City have exceeded annual budget allocations on a yearly basis for more than ten years; and

WHEREAS, three primary factors in the increase of snow removal costs are increased operational costs, extremely cold temperatures, and large storms; and

WHEREAS, increased operational costs for snow removal include increases in personnel costs, material costs, contractor sidewalk snow removal costs, and the increase in the number of lane miles; and

WHEREAS, the presence of extremely cold temperatures requires the use of greater amounts of de-icing material and more labor hours to remove ice to keep roads safe; and

WHEREAS, large storms drive up costs due to plowing residential roads, removal of downtown snow via truck, and increased costs for sidewalk snow removal; and

WHEREAS, the purpose of this Ordinance is to appropriate \$1,980,000 from General Fund prior year reserves, and \$93,000 from Harmony Road Fund prior year reserves to cover costs already incurred and any additional costs necessary for snow removal and associated costs for the remainder of 2023, to avoid the diversion of funds from other budgeted purposes to cover these costs; and

WHEREAS, this appropriation benefits the public health, safety and welfare of the residents of Fort Collins and serves the public purpose of providing community-wide snow removal; and

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

WHEREAS, the City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated from the General Fund and the Harmony Road Reserves in the Transportation Services Fund will not cause the total amount appropriated in the General Fund and the Harmony Road Reserves in the Transportation Services Fund, as applicable, to exceed the current estimate of actual and anticipated revenues to be received in that fund during any fiscal year.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That there is hereby appropriated from prior year reserves in the General Fund the sum of ONE MILLION NINE HUNDRED EIGHTY THOUSAND DOLLARS (\$1,980,000) to be expended in the General Fund for Snow Removal.

Section 3. That there is hereby appropriated from prior year reserves in the Harmony Road Reserves in the Transportation Services Fund the sum of NINETY-THREE THOUSAND DOLLARS (\$93,000) to be expended in the Transportation Services Fund for Snow Removal.

Introduced, considered favorably on first reading and ordered published this 21st day of November, 2023, and to be presented for final passage on the 5th day of December, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

Passed and adopted on final reading this 5th day of December, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

December 5, 2023

## AGENDA ITEM SUMMARY

City Council



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### STAFF

Nina Bodenhamer, Director, City Give  
Sara Arfmann, Assistant City Attorney

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### SUBJECT

**Second Reading of Ordinance No. 152, 2023, Appropriating Philanthropic Revenue Received by City Give for the 9/11 Memorial, Park Planning and Design for the Construction of the 9/11 Memorial at Spring Park.**

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### EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on November 21, 2023, appropriates \$24,870.70 for the designated purpose toward the park planning and design for the construction of the 9/11 Memorial at Spring Park, 2100 Mathews Street, Fort Collins, Colorado.

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

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### STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

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### BACKGROUND / DISCUSSION

Adjacent to PFA Station 3, abutting Spring Park, the park will serve as the permanent home to the steel World Trade Center (WTC) I-Beam, moved to Fort Collins in 2015. A symbol of resilience, this WTC artifact will draw visitors to reflect on the collective loss and incredible acts of bravery of September 11th.

Colorado Task Force 1 - Urban Search and Rescue, a federal disaster response team, deployed 64 Coloradoans—including nine firefighters from the Poudre Fire Authority—to New York City to assist with urban search and recovery. By telling their story, we acknowledge that the response to tragedy defines a community more than the tragedy itself.

Funding for the memorial is the culmination of generous community donors, Poudre Fire Authority and the City of Fort Collins. This item appropriates \$24,870.70 representing a range of philanthropic gifts designated for the sole purpose of the 9/11 Memorial at Spring Park from individuals, local fundraising campaigns led by PFA firefighters, and businesses including a \$10,000 awarded from Anheuser-Busch. This total amount encompasses \$19,870.70 received in 2023 and a \$5,000 donation received in 2022.

## **CITY FINANCIAL IMPACTS**

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This Ordinance will appropriate \$24,870.70 in philanthropic revenue received by City Give for Park, Planning and Design. The donated funds have been received and accepted per the City Give Administrative and Financial Policy.

The City Manager has also determined that these appropriations are available and previously unappropriated from the designated funds and will not cause the total amount appropriated in these funds to exceed the current estimate of actual and anticipated revenues and all other funds to be received in these funds during fiscal year 2023.

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

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None.

## **PUBLIC OUTREACH**

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None.

## **ATTACHMENTS**

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First Reading attachments not included.

1. Ordinance for Consideration



ORDINANCE NO. 152, 2023  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
APPROPRIATING PHILANTHROPIC REVENUE RECEIVED BY CITY GIVE  
FOR THE 9/11 MEMORIAL, PARK PLANNING AND DESIGN FOR THE  
CONSTRUCTION OF THE 9/11 MEMORIAL AT SPRING PARK

WHEREAS, the City of Fort Collins and Poudre Fire Authority have collaborated to construct a memorial to the events of September 11, 2001, at Spring Creek Park, adjacent to Poudre Fire Authority Station 3 (the “Memorial”); and

WHEREAS, the Memorial will serve as the permanent home for a Steel World Trade Center I-beam; and

WHEREAS, the Memorial will honor firefighters, emergency medical technicians, law enforcement officers, and nearly 3,000 others who lost their lives on September 11, 2011; and

WHEREAS, the City has received in 2023 \$19,870.70 in donations for the park planning and design for the construction of the Memorial and in 2022 received a \$5,000 donation for such planning and design; and

WHEREAS, as acknowledged by Section 2.5 for the City’s Fiscal Management Policy 2 - Revenue approved by City Council, the City Manager has adopted the City Give Financial Governance Policy to provide for the responsible and efficient management of charitable donations to the City (the “City Give Policy”); and

WHEREAS, Section 52.2.C. of the City Give Policy authorizes the City Give Director to accept donations of \$5,000 or less for the City service area the donor intends to benefit; and

WHEREAS, as so authorized, the City Give Director has accepted for the City the donations to be appropriated in this Ordinance to be used solely as directed by each donor for the park planning and design for the construction of the Memorial; and

WHEREAS, this appropriation benefits the public health, safety and welfare of the residents of Fort Collins and serves the public purpose of facilitating the construction of a public memorial to the tragic events of September 11, 2001; and

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

WHEREAS, Article V, Section 9 of the City Charter permits the City Council, upon the recommendation of the City Manager, to make supplemental appropriations by ordinance at any

time during the fiscal year of such funds for expenditure as may be available from reserves accumulated in prior years, notwithstanding that such reserves were not previously appropriated; and

WHEREAS, the City Manager has recommended the appropriation described in Section 3 of this Ordinance and determined that the amount of this appropriation is available and previously unappropriated in the fund named in Section 3 and will not cause the total amount appropriated in such fund to exceed the current estimate of actual and anticipated revenues to be received in that fund during this fiscal year; and

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

WHEREAS, the City Council wishes to designate the appropriations herein for various City Give donations for the Memorial as appropriations that shall not lapse until the earlier of the expiration of the donations or the City's expenditure of all funds received from such or donations.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That there is hereby appropriated from the prior year reserves in the Capital Projects Fund the FIVE THOUSAND DOLLARS (\$5,000) private donation received by City Give in 2022, to be expended for the park planning and design for the construction of the Memorial as described in the Agenda Item Summary for this Ordinance.

Section 3. That there is hereby appropriated from the Capital Projects Fund NINETEEN THOUSAND EIGHT HUNDRED SEVENTY AND 70/100 DOLLARS (\$19,870.70) in private donations received by City Give in 2023, to be expended for the park planning and design for the construction of the Memorial as described in the Agenda Item Summary for this Ordinance.

Section 4. That these appropriations for the Memorial are hereby designated, as authorized in Article V, Section 11 of the City Charter, as appropriations that shall not lapse at the end of this fiscal year but continue until the earlier of the expiration of the donations or the City's expenditure of all funds received from such donations.

Introduced, considered favorably on first reading and ordered published this 21st day of November, 2023, and to be presented for final passage on the 5th day of December, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

Passed and adopted on final reading this 5th day of December, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

December 5, 2023

## AGENDA ITEM SUMMARY

City Council



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### STAFF

Nina Bodenhamer, City Give Director  
Dawn Downs, Senior Assistant City Attorney

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### SUBJECT

**Second Reading of Ordinance No. 153, 2023, Appropriating Philanthropic Revenue by City Give for Fort Collins Police Services for the 2024 Police Leaders' Summit.**

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### EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on November 21, 2023, appropriates \$5,850 in philanthropic revenue received by City Give for Fort Collins Police Services for the 2024 Police Leaders' Summit as designated by the donor.

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

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### STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

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### BACKGROUND / DISCUSSION

Fort Collins Police Services is honored to host the inaugural Police Leadership Summit in 2024. This three-day event will bring law enforcement leaders together from across the country to cast a vision for the future of community policing.

The purpose of this item is to request appropriation of \$5,850 in philanthropic revenue received by City Give for Fort Collins Police Services for the 2024 Police Leaders' Summit from the Community Foundation of Northern Colorado.

Located in Fort Collins, The Community Foundation of Northern Colorado fosters regional collaboration, serves as a catalyst for community projects, and is a trusted steward and service provider to philanthropists and nonprofit organizations.

Effective police leaders are adept at responding to challenges. Agencies must balance constancy and predictability with adaptation and change to meet the needs of communities they serve. The Police Leadership Summit ensures a platform for shared best practices, round table discussions, and for industry partners to showcase systems and tools vital for effective and responsible policing in the 21st century.

Early in the planning stages, the Fort Collins-based summit will address topics such as Community Policing, Recruiting and Retention, Innovations in Technology, the Science behind Crime Prevention, and Homelessness Response. Invitees will represent municipalities, federal law agencies, sheriffs, representatives from The Police Executive Research Forum, and law enforcement experts who have administered Consent Decrees (agreements between cities and Federal Government to fix areas of concern).

The purpose of this item is to request appropriation of \$5,850 in philanthropic revenue received by City Give for Fort Collins Police Services from the community Foundation of Northern Colorado. The charitable support represents a valued local investment in Fort Collins Police Services' national leadership.

#### **CITY FINANCIAL IMPACTS**

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This Ordinance will appropriate \$5,850 in philanthropic revenue received by City Give for Fort Collins Police Services. The funds have been received and accepted per the City Give Administrative and Financial Policy.

The City Manager has also determined that these appropriations are available and previously unappropriated from the designated funds and will not cause the total amount appropriated in these funds to exceed the current estimate of actual and anticipated revenues and all other funds to be received in these funds during fiscal year 2023.

These donations have been received and accepted per the City Give Administrative and Financial Policy.

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

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None.

#### **PUBLIC OUTREACH**

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None.

#### **ATTACHMENTS**

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First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 153, 2023  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
APPROPRIATING PHILANTHROPIC REVENUE BY CITY GIVE FOR  
FORT COLLINS POLICE SERVICES FOR THE 2024 POLICE LEADERS' SUMMIT

WHEREAS, Fort Collins Police Services is honored to host the inaugural Police Leadership Summit in 2024 in a three-day event that will bring law enforcement leaders together from across the country to cast a vision for the future of community policing; and

WHEREAS, attendees at the Police Leadership Summit will represent municipalities, federal law agencies, sheriffs, representatives from The Police Executive Research Forum, and law enforcement experts who have administered Consent Decrees (agreements between cities and Federal Government to fix areas of concern); and

WHEREAS, the Fort Collins-based summit will address topics such as Community Policing, Recruiting and Retention, Innovations in Technology, the Science behind Crime Prevention, and Homelessness Response; and

WHEREAS, the Police Leadership Summit ensures a platform for shared best practices, round table discussions, and for industry partners to showcase systems and tools vital for effective and responsible policing in the 21st century; and

WHEREAS, the City of Ft. Collins, City Give received a donation of \$5,850 in philanthropic revenue to be used for Fort Collins Police Services for the 2024 Police Leaders' Summit as designated by the donor; and

WHEREAS, the purpose of this item is to appropriate the supplemental revenue to enhance the local investment in Fort Collins Police Services' national leadership; and

WHEREAS, this appropriation benefits the public health, safety, and welfare of the citizens of Fort Collins and serves the public purpose of collaborating with agencies across the country to discuss and develop innovative ideas to support our police department and enhance community safety; and

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That there is hereby appropriated from new philanthropic revenue in the General Fund the sum of FIVE THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$5,850) to be expended in the General Fund by Fort Collins Police Services for the 2024 Leaders Summit.

Introduced, considered favorably on first reading and ordered published this 21st day of November, 2023, and to be presented for final passage on the 5th day of December, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

Passed and adopted on final reading this 5th day of December, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

December 5, 2023

## AGENDA ITEM SUMMARY

City Council



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### STAFF

Monica Martinez, FP&A Manager  
Kaley Zeisel, Interim Transfort Director  
Heather N. Jarvis, Assistant City Attorney

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### SUBJECT

**Second Reading of Ordinance No. 154, 2023, Making Supplemental Appropriations of Unanticipated Grant Revenue and Authorizing Transfers for Transfort and Ebus Charging Equipment.**

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### EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on November 21, 2023, appropriates unanticipated grant funding for Transfort operational and capital needs.

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### STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

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### BACKGROUND / DISCUSSION

#### FEDERAL FUNDS

The timing of annual federal apportionments from the Federal Transit Administration (FTA) to Transfort requires that federal funding amounts used in the City's budget process be forecasted amounts based on historical federal apportionments. Official annual apportionments are released each spring by the FTA, and Transfort staff has identified annual budget revisions as an opportunity to update forecasted amounts to final apportionment amounts, which will improve grant tracking and reporting. In 2022, Transfort successfully completed its FTA Triennial review audit with no financial findings.

**5307 (Urbanized Area) Federal Formula Funds:** Transfort requests appropriation of \$600,000 of unanticipated grant revenue. In this case, FTA apportionments were higher than anticipated, and the additional unanticipated revenue needs to be appropriated. The additional funding will be used to support operations, the microtransit, or bus-stop-to-bus-stop taxi service that is being offered on suspended routes, Americans with Disabilities Act (ADA) bus stop upgrades, snow removal increases due to changes in the advertising contract, additional classifications that were offered to bus operators to improve recruitment and retention, and increased costs of onboarding and training as a result of amplified efforts to increase bus operator staffing levels.

**5310 (Enhanced Mobility of Seniors and Individuals with Disabilities) Federal Formula Funds:** 5310 funds are received annually by Transfort from the FTA to be used exclusively for projects that benefit seniors or individuals with disabilities. Grant fund amounts were originally appropriated into lapsing



business units that expired at each year end. As part of a Transfort, clean-up process the funds in this appropriation were identified as being unused. This Ordinance requests to reappropriate the following unused grant funds into non-lapsing business units:

- Fiscal Year 2020 5310: \$188,847 federal grant funds, \$9,288 local match funds
- Fiscal Year 2021 5310: \$132,539 federal grant funds, \$88,799 local match funds
- Fiscal Year 2022 5310: \$236,067 federal grant funds, \$34,501 local match funds
- Fiscal Year 2023 5310: \$257,608 federal grant funds, \$34,100 local match funds

All local match amounts will be budget transfers from the \$1,200,000 previously appropriated for grant match in Ordinance No. 073, 2021.

In future years, Transfort finance staff anticipates a yearly appropriation updating grant amounts to match final FTA award amounts.

**FY23 5337 (State of Good Repair Formula Funding):** Transfort requests appropriation of \$613,739 in unanticipated grant revenue. This is a new federal funding source dedicated to maintaining the MAX fixed guideway in a state of good repair. This includes projects that replace and/or repair rolling stock, structures, signals and communications, passenger stations and terminals, security equipment and systems, and maintenance facilities and equipment. In future years, the grant award amount will be estimated and appropriated during the BFO Cycle. A local match of \$153,435 will be met with the \$1,200,000 previously appropriated for grant match in Ordinance No. 073, 2021.

**Congressionally Directed Spending:** Transfort requests appropriation of \$1.5M in unanticipated grant revenue. These funds will be used with the Transit Maintenance Facility Upgrades Project including HVAC and electrical updates, gas detection system, and garage door replacements. A local match of \$375,000 will be met with the \$1,200,000 previously appropriated for grant match in Ordinance No. 073, 2021.

All the U.S. Department of Transportation Formula Grant Funding funds and the Congressionally Directed Spending funds above are pursuant to the annual Certifications and Certifications and Assurances for FTA Assistance Programs executed by the City Manager and then individual grant agreements. Resolution 2011-111 established the process for these FTA grants.

## STATE FUNDS

**CDOT Fiscal Year 2023 FASTER (Funding Advancements for Surface Transportation and Economic Recovery Act of 2009) Capital Funds:** Transfort requests appropriation of \$200,000 in unanticipated grant revenue. These funds will be used to install electric bus charging equipment. A local match of \$50,000 will be met with the \$1,200,000 previously appropriated for grant match in Ordinance No. 073, 2021.

The 2023 FASTER Grant Agreement #23-HTR-ZL-00296/PO# 491003011 was executed by the City Manager on November 18, 2022, and furthers the Council-adopted Our Climate Future through Resolution 2021-031 and the Transportation Master Plan through Resolution 2019-049 and Ordinance No. 040, 2020; both plans support the procurement of electric vehicles and charging infrastructure.

## CITY FINANCIAL IMPACTS

All funds are unanticipated grant funds with local match requirements that can be met using previously appropriated funds.

## BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

## **PUBLIC OUTREACH**

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None.

## **ATTACHMENTS**

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First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 154, 2023  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
MAKING SUPPLEMENTAL APPROPRIATIONS OF  
UNANTICIPATED GRANT REVENUE AND AUTHORIZING  
TRANSFERS FOR TRANSFERT AND EBUS CHARGING EQUIPMENT

WHEREAS, the Federal Transit Administration (FTA) annual federal apportionments to Transfort requires that federal funding amounts used in the City's budget process be forecasted amounts based on historical federal apportionments; and

WHEREAS, Transfort staff has identified annual budget revisions as an opportunity to update forecasted amounts to final apportionment amounts, which will improve grant tracking and reporting; and

WHEREAS, of Federal Formula Funds for urbanized areas labeled 5307, FTA apportionments were higher than anticipated, and the additional unanticipated revenue needs to be appropriated and will be used to support operations, microtransit, or bus-stop-to-bus-stop taxi service that is being offered on suspended routes, ADA bus stop upgrades, snow removal increases due to changes in the advertising contract, additional classifications that were offered to bus operators to improve recruitment and retention, and increased costs of onboarding and training as a result of amplified efforts to increase bus operator staffing levels; and

WHEREAS, of the 5307 funds, Transfort requests appropriation of \$600,000 of unanticipated grant revenue; and

WHEREAS, of annual FTA Federal Formula Funds for enhanced mobility of seniors and individuals with disabilities labeled 5310, grant fund amounts were originally appropriated into lapsing business units that expired at each year end, and as part of a Transfort, clean-up process the funds in this appropriation were identified as being unused; and

WHEREAS, this Ordinance requests to reappropriate unused 5310 grant funds into non-lapsing business units for fiscal years as follows:

- Fiscal Year 2020 5310: \$188,847 federal grant funds, \$9,288 local match funds;
- Fiscal Year 2021 5310: \$132,539 federal grant funds, \$88,799 local match funds;
- Fiscal Year 2022 5310: \$236,067 federal grant funds, \$34,501 local match funds;
- Fiscal Year 2023 5310: \$257,608 federal grant funds, \$34,100 local match funds;

and

WHEREAS, of Federal State of Good Repair Formula Funds labeled 5337, which is a new federal funding source for maintenance, replacement, and rehabilitation of transit projects, Transfort requests appropriation of \$613,739 in unanticipated grant revenue, with a local match of \$153,435, dedicated to maintaining the MAX fixed guideway in a state of good repair, including projects that replace and/or repair rolling stock, structures, signals and communications, passenger stations and terminals, security equipment and systems, and maintenance facilities and equipment; and

WHEREAS, of Congressionally Directed Spending, Transfort requests appropriation of \$1,500,000 in unanticipated grant revenue, with a local match of \$375,000, to be used in association with the Transit Maintenance Facility Upgrades Project including HVAC and electrical updates, gas detection system, and garage door replacements; and

WHEREAS, all the U.S. Department of Transportation Formula Grant Funding funds and the Congressionally Directed Spending funds above are pursuant to the annual Certifications and Assurances for FTA Assistance Programs executed by the City Manager and then individual grant agreements following a process established by Resolution 2011-111 for FTA grants; and

WHEREAS, of Colorado Department of Transportation FASTER (Funding Advancements for Surface Transportation and Economic Recovery Act of 2009) Capital Funds, Transfort requests appropriation of \$200,000 in unanticipated grant revenue, with a local match of \$50,000, to install electric bus charging equipment; and

WHEREAS, the 2023 FASTER Grant Agreement #23-HTR-ZL-00296/PO 491003011 was executed by the City Manager on November 18, 2022, and furthers the Council-adopted Our Climate Future as approved in Resolution 2021-031 and the Transportation Master Plan as approved in Resolution 2019-049 and Ordinance No. 040, 2020; with both plans supporting the procurement of electric vehicles and charging infrastructure; and

WHEREAS, all local match amounts for the Federal and State funds will be budget transfers from the \$1,200,000 previously appropriated for grant match in Ordinance No. 073, 2021; and

WHEREAS, these appropriations benefit the public health, safety and welfare of the residents of Fort Collins and serve the public purpose of supporting the essential transportation services that many transit-dependent members of the community rely on to get to and from work, buy groceries and other essentials, to receive medical care, and to care for family or friends; and

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

WHEREAS, the City Manager has recommended the appropriations described herein and determined that these appropriations are available and previously unappropriated from the Transit Services Fund and will not cause the total amount appropriated in the Transit Services Fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in this Fund during this fiscal year; and

WHEREAS, Article V, Section 10 of the City Charter authorizes the City Council, upon recommendation by the City Manager, to transfer by ordinance any unexpended and unencumbered appropriated amount or portion thereof from one fund or capital project to another fund or capital project, provided that the purpose for which the transferred funds are to be expended

remains unchanged, the purpose for which the funds were initially appropriated no longer exists, or the proposed transfer is from a fund or capital project in which the amount appropriated exceeds the amount needed to accomplish the purpose specified in the appropriation ordinance; and

WHEREAS, the City Manager has recommended the transfer of \$216,688 from Transfort operating budget in the Transit Services Fund to the Transfort project budgets in the Transit Services Fund and determined that the purpose for which the transferred funds are to be expended remains unchanged; and

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

WHEREAS, the City Council wishes to designate the appropriation herein from the Colorado Department of Transportation as an appropriation that shall not lapse until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That there is hereby appropriated from new revenue or other funds in the Transit Services Fund the sum of SIX HUNDRED THOUSAND DOLLARS (\$600,000) to be expended in the Transit Services Fund to support operations, microtransit, ADA bus stop upgrades, snow removal increases.

Section 3. That there is hereby appropriated from new revenue or other funds in the Transit Services Fund the sum of EIGHT HUNDRED FIFTEEN THOUSAND SIXTY-ONE DOLLARS (\$815,061) to be expended in the Transit Services Fund to for projects that benefit seniors and individuals with disabilities.

Section 4. That there is hereby appropriated from new revenue or other funds in the Transit Services Fund the sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000) to be expended in the Transit Services Fund to install Ebus charging equipment.

Section 5. That the unexpended and unencumbered appropriated amount of TWO HUNDRED SIXTEEN THOUSAND SIX HUNDRED EIGHTY-EIGHT DOLLARS (\$216,688) is authorized for transfer from the Transfort operating budget in the Transit Services Fund to various Transfort project budgets that support microtransit, seniors and individuals with disabilities, and the installation of Ebus charging equipment.

Section 6. That the appropriation herein from the 5307 Federal Formula Funds, 5310 Federal Formula funds, and Colorado Department of Transportation are hereby designated, as authorized in Article V, Section 11 of the City Charter, as an appropriation that shall not lapse at the end of this fiscal year but continue until the earlier of the expiration of the grants or the City's expenditure of all funds received from such grants.

Introduced, considered favorably on first reading and ordered published this 21st day of November, 2023, and to be presented for final passage on the 5th day of December, 2023.

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Mayor

ATTEST:

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City Clerk

Passed and adopted on final reading this 5th day of December, 2023.

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Mayor

ATTEST:

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City Clerk

December 5, 2023

## AGENDA ITEM SUMMARY

### City Council

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#### STAFF

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Amy Gage, FC Moves  
Kerri Ishmael, Grants Administration  
Aaron Guin, Senior Assistant City Attorney

#### SUBJECT

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**Second Reading of Ordinance No. 155, 2023, Appropriating Unanticipated Revenue and Authorizing Transfers for Replacement of Bicycle Racks in Downtown Fort Collins.**

#### EXECUTIVE SUMMARY

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This Ordinance, unanimously adopted on First Reading on November 21, 2023, appropriates funds to support replacement of aged and corroded bike racks with new bike racks that provide improved accessibility along downtown sidewalks by:

- Appropriating \$15,050 of unanticipated grant revenue awarded by Colorado Department of Transportation (CDOT); and
- Utilizing matching funds in the amount of \$1,672 from existing 2023 appropriations for this new grant project.

Pursuant to the State of Colorado Small Dollar Grant Terms and Conditions, and in accordance with Section 1-22 of the City Code, the City Manager has accepted this grant agreement.

#### STAFF RECOMMENDATION

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Staff recommends adoption of the Ordinance on Second Reading.

#### BACKGROUND / DISCUSSION

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One of the major objectives identified in the 2014 Bicycle Master Plan is to "provide high quality bicycle parking at key destinations across the City." FC Moves is replacing 20 aging and corroded bike racks in downtown Fort Collins with newer infrastructure to achieve that objective. The City applied for and was awarded \$15,050 in grant funds from the CDOT Revitalizing Main Streets grant program for this project (Attachment 2). The grant award requires local matching funds from the City in the amount of \$1,672.

The newer bike racks will bring a uniform look to our downtown center, and will have a reduced footprint in the right-of-way, making more room for pedestrians and improving accessibility along the downtown sidewalks. The inverted U-style of the rack has been chosen for both its high level of security, ease of use, and general aesthetics. The new racks will have the City of Fort Collins FC Moves logo on them.

Please note that, pursuant to the State of Colorado Small Dollar Grant Terms and Conditions (Attachment 3) and in accordance with Section 1-22 of the City Code, the City Manager has accepted the grant agreement.

### **CITY FINANCIAL IMPACTS**

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This item appropriates \$15,050 in grant funds for project costs to support the replacement of aged and corroded bike racks in downtown Fort Collins.

Additionally, required matching funds in the amount of \$1,672 already have been appropriated in the Transportation fund, specifically in the 2023 operating budget for FC Moves. The \$1,672 will be transferred to this grant project.

This grant is a reimbursement type grant, meaning Transportation Fund expenses for this project will be reimbursed up to \$15,050.

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

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None.

### **PUBLIC OUTREACH**

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None.

### **ATTACHMENTS**

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First Reading attachments not included.

1. Ordinance for Consideration



ORDINANCE NO. 155, 2023  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
APPROPRIATING UNANTICIPATED REVENUE AND  
AUTHORIZING TRANSFERS FOR REPLACEMENT OF  
BICYCLE RACKS IN DOWNTOWN FORT COLLINS

WHEREAS, the FC Moves department is housed in the City's Planning, Development, and Transportation division and exists to advance mobility solutions to increase walking, bicycling, transit use, and shared and environmentally sustainable transportation modes; and

WHEREAS, one of the major objectives identified in the 2014 Bicycle Master Plan is to provide high quality bicycle parking at key destinations across the City; and

WHEREAS, FC Moves plans to replace twenty aging and corroded bike racks in downtown Fort Collins with newer infrastructure to achieve that objective; and

WHEREAS, the Colorado Department of Transportation (CDOT), through its Revitalizing Main Streets grant program, recently awarded a grant to the City in support of its project to replace these aging and corroded bike racks in downtown Fort Collins; and

WHEREAS, the Revitalizing Main Streets grant is based on total project costs of \$16,722, with CDOT providing \$15,050 in funds and the remaining \$1,672 being provided by the City's FC Moves department as a local match; and

WHEREAS, the replacement bike racks will help to bring a uniform look to our downtown center, and will have a reduced footprint in the right-of-way, making more room for pedestrians and improving accessibility along the downtown sidewalks; and

WHEREAS, the inverted U-style of the new bicycle racks provides a high level of security, ease of use, and improved general aesthetics; and

WHEREAS, this appropriation benefits the public health, safety and welfare of the residents of Fort Collins and serves the public purpose of promoting environmentally sustainable transportation solutions; and

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

WHEREAS, the City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated from the Transportations Services and will not cause the total amount appropriated in the Transportation Services Fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in this Fund during this fiscal year; and

WHEREAS, Article V, Section 10 of the City Charter authorizes the City Council, upon recommendation by the City Manager, to transfer by ordinance any unexpended and unencumbered appropriated amount or portion thereof from one fund or capital project to another fund or capital project, provided that the purpose for which the transferred funds are to be expended remains unchanged, the purpose for which the funds were initially appropriated no longer exists, or the proposed transfer is from a fund or capital project in which the amount appropriated exceeds the amount needed to accomplish the purpose specified in the appropriation ordinance; and

WHEREAS, the City Manager has recommended the transfer of \$1,672 from the FC Moves Operating Budget in the Transportation Services Fund to the FC Moves Revitalizing Mainstreet Project Budget in the Transportation Services Fund and determined that the purpose for which the transferred funds are to be expended remains unchanged; and

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

WHEREAS, the City Council wishes to designate the appropriation herein for the CDOT Revitalizing Main Streets grant as an appropriation that shall not lapse until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That there is hereby appropriated from new revenue or other funds in the Transportation Services Fund the sum of FIFTEEN THOUSAND FIFTY DOLLARS (\$15,050) to be expended in the Transportation Services Fund for replacing bicycle racks in downtown Fort Collins.

Section 3. That the unexpended and unencumbered appropriated amount of ONE THOUSAND SIX HUNDRED SEVENTY-TWO DOLLARS (\$1,672) is authorized for transfer from the FC Moves operating budget in the Transportation Services Fund to the FC Moves Main Streets Revitalization Grant Project in the Transportation Services Fund and appropriated therein to be expended on the replacing bicycle racks in downtown Fort Collins.

Section 4. That the appropriation herein for the Colorado Department of Transportation Revitalizing Main Streets grant is hereby designated, as authorized in Article V, Section 11 of the City Charter, as an appropriation that shall not lapse at the end of this fiscal year but continue until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant.

Introduced, considered favorably on first reading and ordered published this 21st day of November, 2023, and to be presented for final passage on the 5th day of December, 2023.

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Mayor

ATTEST:

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City Clerk

Passed and adopted on final reading this 5th day of December, 2023.

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Mayor

ATTEST:

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City Clerk

December 5, 2023



## AGENDA ITEM SUMMARY

City Council

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### STAFF

Perrie McMillen, Manager, Restorative Justice Services  
Aaron Guin, Senior Assistant City Attorney

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### SUBJECT

**Second Reading of Ordinance No. 156, 2023, Making a Supplemental Appropriation from the Colorado Division of Criminal Justice of Unanticipated Grant Revenue for Various Restorative Justice Services Programs.**

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### EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on November 21, 2023, appropriates grant revenue to fund Restorative Justice Services within Community Development and Neighborhood Services.

Additional grant funds in the amount of \$12,000 have been awarded from the Colorado Division of Criminal Justice (DCJ) Juvenile Diversion fund for the continued operation of Restorative Justice Services, which includes the RESTORE program for shoplifting offenses, and the Restorative Justice Conferencing Program (RJCP) and Reflect Program for all other offenses. The \$12,000 in grant funds are in addition to a grant awarded to Restorative Justice Services earlier this year from DCJ in the amount of \$57,356, bringing the total amount of the awarded grant to \$69,356. No match is required and the grant period is July 1, 2023, to June 30, 2024.

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### STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

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### BACKGROUND / DISCUSSION

Restorative Justice Services has been partially grant-funded since its inception in 2000. Annually, the City accepts grant funds from DCJ to support Restorative Justice Services' three programs: RESTORE, RJCP, and the Reflect Program, which assist youth referred to the program from the Eighth Judicial District Attorney's Office. Since it began, Restorative Justice Services has provided restorative justice alternatives to more than 3,200 young people who have committed chargeable offenses in our community.

Restorative Justice is an alternative method of holding a young offender accountable by facilitating a meeting with the offender, the victim/victim representative and members of the community to determine the harm done by the crime, and how to address and repair the harm. By identifying and seeking to repair the harm caused by the crime, Criminal Justice Officials are optimistic that repeat offenses by these youth will be reduced and the needs and concerns of the victims and affected community will be addressed.

These programs help young people understand how family, friends, victims and the community are harmed by their actions and hold them accountable for the harm they caused. The intention is that these young

people will make better future decisions and not commit the same or similar crime again. Reducing future criminal behavior and keeping young people out of the justice system, both contribute positively to a safer and healthier community. Addressing the needs and concerns of victims and community members also has a positive effect on the overall health and safety of the community. As part of the programs, youth and families are referred to appropriate community resources based on needs identified during program participation.

Without grant funding and the support of the City, Restorative Justice Services would not be able to provide this service to young people and their families, victims, the courts, law enforcement and our community.

### **CITY FINANCIAL IMPACTS**

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These DCJ grant funds totaling \$12,000, are in addition to a \$57,356 grant from DCJ already received and appropriated earlier this year and will provide added funding for personnel to support the continuation of Restorative Justice Services. Funds are distributed to the City on a reimbursement basis.

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

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None.

### **PUBLIC OUTREACH**

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None.

### **ATTACHMENTS**

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First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 156, 2023  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
MAKING A SUPPLEMENTAL APPROPRIATION FROM THE  
COLORADO DIVISION OF CRIMINAL JUSTICE OF UNANTICIPATED GRANT  
REVENUE FOR VARIOUS RESTORATIVE JUSTICE SERVICES PROGRAMS

WHEREAS, Restorative Justice Services is a division within the Neighborhood Services department that operates three programs: RESTORE for shoplifting offenses, the Restorative Justice Conferencing Program and the Reflect Program for all other offenses; and

WHEREAS, Restorative Justice Services programs hold young offenders accountable by helping understand how family, friends, victims, and the community are harmed by their actions, and seek to hold offenders accountable for the harm they caused, to help them make better decisions in the future; and

WHEREAS, since its inception, Restorative Justice Services has provided restorative justice alternatives to more than 3,200 young people who have committed chargeable offenses in our community; and

WHEREAS, Restorative Justice Services has been partially grant-funded since its inception in 2000, and the City has accepted grant funds on an annual basis from the Colorado Division of Criminal Justice (DCJ) to support Restorative Justice Services programs; and

WHEREAS, a grant in the amount of \$12,000 has been awarded to Restorative Justice Services from DCJ's Juvenile Diversion fund for the continued operation of Restorative Justice Services; and

WHEREAS, the grant period is from July 1, 2023, to June 30, 2024, and no local match from the City is required; and

WHEREAS, this grant helps fund Restorative Justice Services programs to assist youth referred to the program from the 8th Judicial District Attorney's Office; and

WHEREAS, this appropriation benefits the public health, safety and welfare of the residents of Fort Collins and serves the public purpose of providing restorative justice alternatives to youth in an effort to reduce recidivism and build a safer and healthier community; and

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

WHEREAS, the City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated from the General Fund and will not cause the total amount appropriated in the General Fund to exceed the current

estimate of actual and anticipated revenues and all other funds to be received in this Fund during this fiscal year; and

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

WHEREAS, the City Council wishes to designate the appropriation herein from the Colorado Division of Criminal Justice as an appropriation that shall not lapse until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That there is hereby appropriated from new revenue or other funds in the General Fund the sum of TWELVE THOUSAND DOLLARS (\$12,000) to be expended in the General Fund for Various Restorative Justice Programs.

Section 3. That the appropriation herein from the Colorado Division of Criminal Justice is hereby designated, as authorized in Article V, Section 11 of the City Charter, as an appropriation that shall not lapse at the end of this fiscal year but continue until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant.

Introduced, considered favorably on first reading and ordered published this 21st day of November, 2023, and to be presented for final passage on the 5th day of December, 2023.

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Mayor

ATTEST:

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City Clerk

Passed and adopted on final reading this 5th day of December, 2023.

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Mayor

ATTEST:

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City Clerk



December 5, 2023

## AGENDA ITEM SUMMARY

City Council



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### STAFF

Seth Lorson, Senior Transportation Planner  
Aaron Iverson, Senior Manager Transportation Planning  
Aaron Guin, Senior Assistant City Attorney

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### SUBJECT

**Second Reading of Ordinance No. 158, 2023, Amending the City's Master Street Plan.**

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### EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on November 21, 2023, requests approval of proposed amendments to the Master Street Plan for the purposes of implementing recommendations from the North College MAX Plan, regular clean-up items, and a request from Montava.

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### STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

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### BACKGROUND / DISCUSSION

#### Master Street Plan

The Master Street Plan (MSP) is a map that serves as the official source for identification of street alignments and classifications for the City. The MSP shows both existing and future street locations. Implementation of the MSP occurs through capital improvements that either upgrade a street or intersection or build an entirely new street, and through requirements of private development to provide right-of-way and construct street improvements. Updates to the MSP are made either through a request from a developer's proposal or are initiated by the City based on changing plans, functions, or information. The requests to update the MSP in this agenda item include City-initiated requests due to the adoption of the North College MAX Plan, several clean-up items identified during the development review process, and a developer-requested amendment associated with the Montava development.

The MSP is a component of the Transportation Master Plan which is part of City Plan. The Transportation Master Plan defines the MSP as follows:

*The major street network is defined by the Master Street Plan (MSP), which informs the development of the Capital Improvement Program. The MSP helps identify projects the City should undertake to support future travel needs and is updated to reflect demand, new infrastructure and planning. Updates to the MSP will reflect future travel needs identified by the regional travel model, input from stakeholder and public comment, and the adoption of the layered network concept.*

The Master Street Plan can be found online at:

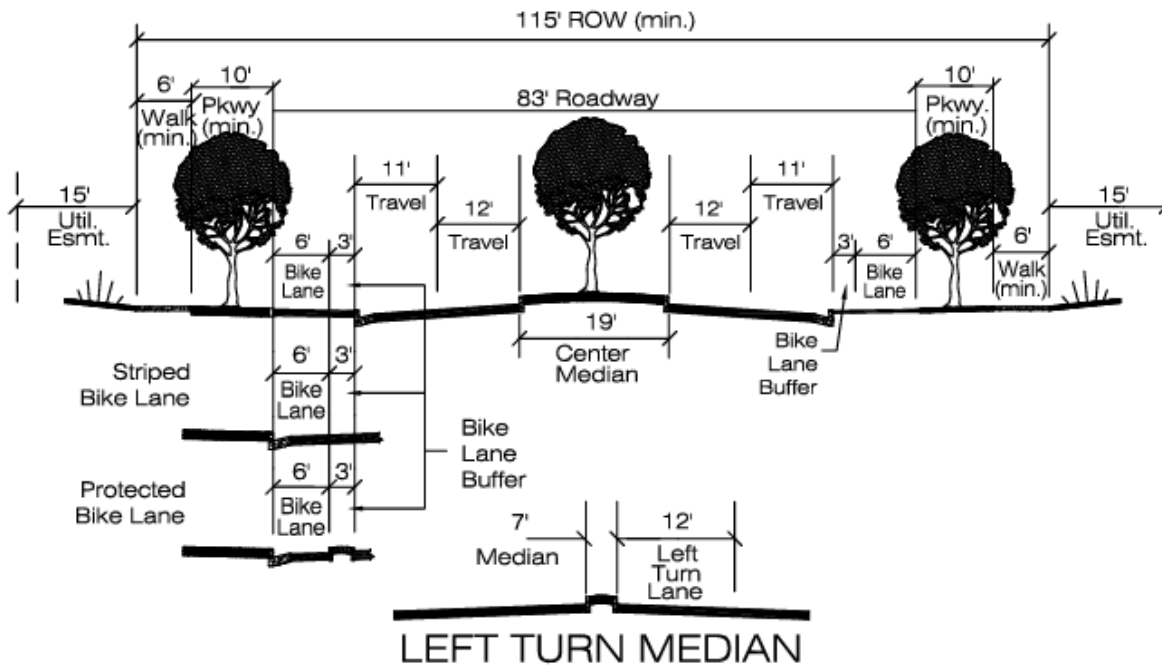
<https://gisweb.fcgov.com/HTML5Viewer/Index.html?Viewer=FCMaps&layerTheme=Master%20Street%20Plan>

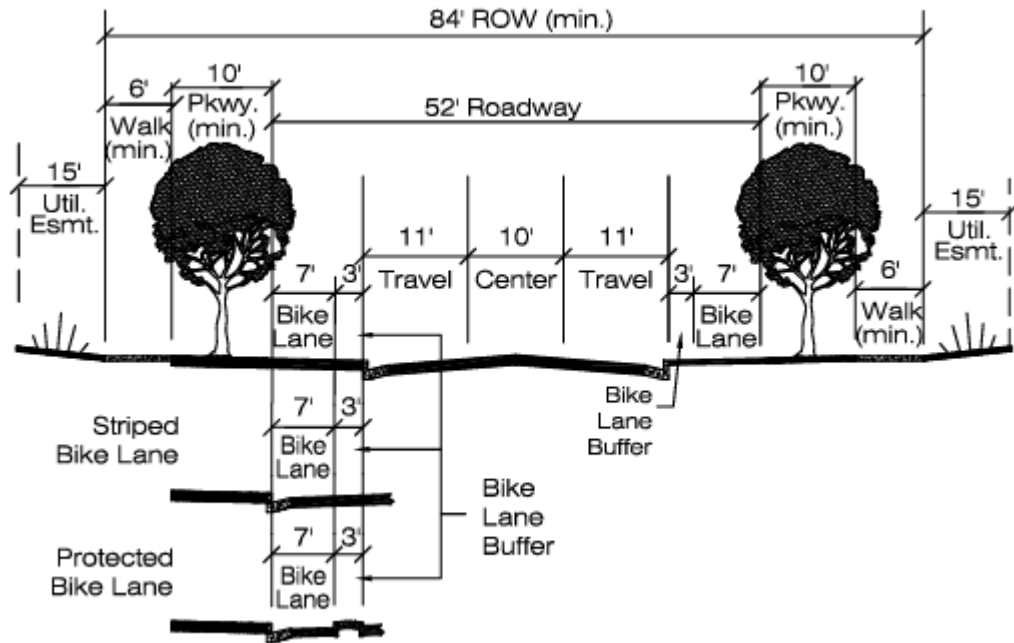
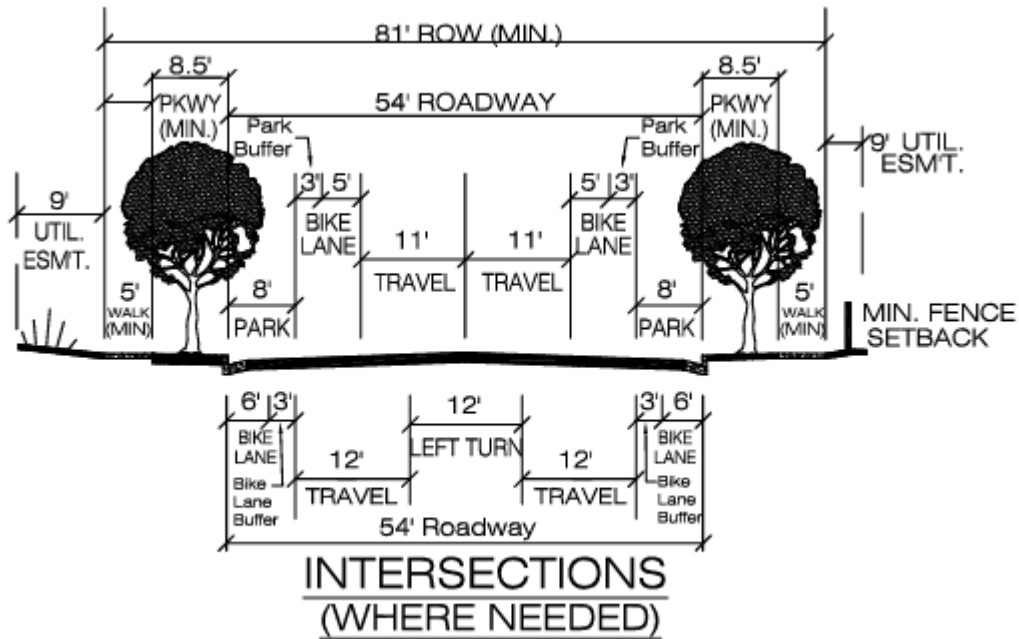
### Larimer County Urban Area Street Standards (LCUASS) – Relevant Cross-sections

These cross-sections are the most relevant to the proposed MSP amendments and are included for reference purposes. There are additional cross-sections in LCUASS that can be found online at:

[https://www.larimer.org/sites/default/files/uploads/2021/fort\\_collins\\_figures\\_7.1f\\_to\\_7.13f.pdf](https://www.larimer.org/sites/default/files/uploads/2021/fort_collins_figures_7.1f_to_7.13f.pdf)

#### 4-Lane Arterial:



2-Lane Arterial:Collector With Parking:**Proposed Amendments****Street Amendments**

The proposed amendments include 12 street changes to the MSP.

## North College MAX Plan Amendments

The North College MAX Plan, adopted by City Council in February 2023, recommends two changes to the Master Street Plan:

1. North Mason Street (Collector): Terminate north of Bristlecone Street and add Bristlecone Street as a Collector between North College Avenue and North Mason Street. North Mason is currently shown passing through two mobile home parks (North College MHP and Poudre Valley MHP) and is no longer consistent with the goals for the City of Fort Collins. This change has been confirmed with extensive community outreach during the North College MAX Plan and by City Planning for rezoning purposes.
2. Red Cedar Circle (Collector): Remove the extension of Red Cedar Circle north of Bristlecone Street and realign to a 90 degree turn at Bristlecone and add Bristlecone as Collector designation between Red Cedar and College Avenue. The intersection of College and Bristlecone is designated as a signalized intersection in the CDOT Access Management Plan. The length of Red Cedar Circle proposed to be removed as a Collector was discussed at length during the North College MAX Plan. The current alignment is shown in the delivery alley behind the former Albertson's site and has recently not been required to be built by new development because it is unnecessary. Additionally, there are two private streets north of Bristlecone creating adequate access and circulation for the commercial district.

### Clean-up Amendments

The majority of the amendments proposed below were identified during the development review process when closely compared to the current status of actual transportation and land use conditions.

3. East Laurel Street (Collector): Terminate East Laurel as a Collector at Stover Street. The length of Laurel Street between Stover and its eastern terminus does not connect to any other Collector Streets or Arterial Streets. A recent development project at the end of Laurel and the existing commercial center (Safeway) is precluding Laurel from ever extending further east.
4. Red Willow Drive (Collector): Add Collector designation for Red Willow Drive south of Linden Park. This will complete the connection between arterial streets with a Collector Street, effectively reducing the amount of accesses onto the surrounding Arterial streets (Trilby & Timberline).
5. East Vine Drive (2-Lane Arterial): Reclassify East Vine Drive from 2-Lane Arterial to Collector. Construction of the North Lemay overpass (over Vine) is complete, reducing the amount of vehicles on East Vine. In anticipation of this improvement, Suniga was constructed as an east/west Arterial Street and is intended to take much of the traffic that was formerly on East Vine.
6. Hickory Street (Collector): Remove Hickory Street west of Soft Gold Park from the Master Street Plan. It is currently shown going through two Natural Areas. The Natural Areas Department confirmed that Hickory Street will never be allowed to be built through Magpie Meander Natural Area or McMurry Natural Area.
7. Brightwater Drive (Collector): Relocate Collector to continue on Brightwater Drive to connect to Morningstar Way and remove Collector designation from Parkside Drive. Brightwater Drive was built as a Collector during the development of Water's Edge Subdivision therefore Parkside is not needed to continue the Collector connection.
8. East Mulberry Street/I-25 Frontage Road (Collector): Realign unnamed future Collector between East Mulberry Street and East Vine Street. Show the street alignment to curve close to I-25 to utilize the existing bridge over the Great Western Railway RR tracks. This alignment maintains the connection between Mulberry and Vine streets and greatly reduces the cost of implementation. The alignment has

been discussed with the property owners/developers (Sunstate Development) and the Colorado Department of Transportation (CDOT).

9. North Lemay Avenue (4-Lane Arterial): Reclassify North Lemay Avenue from 4-Lane Arterial to 2-Lane Arterial between Suniga Road and Country Club Road. The recently constructed Lemay overpass project built North Lemay to neck down to a 2-Lane Arterial north of Suniga. This reclassification creates consistency with existing conditions. Additionally, the area around North Lemay is greatly built out, and there is little expectation that there will be greater traffic demand to require 4 lanes in the future.
10. Remington Street (2-Lane Arterial): Reclassify Remington Street from 2-Lane Arterial to a Collector between Mountain Avenue and Stuart Street. Remington currently operates like a collector with on-street parking and serving as a major Bikeway. The City has no plan to actualize an Arterial cross-section on this street which is primarily residential. The reclassification will allow traffic calming measures to be installed such as speed humps, bulb outs, and asphalt art.
11. South Timberline Road & Carpenter Road (CR 32) (Roundabout): Add roundabout at intersection of Timberline and Carpenter. This is an intersection of two two-lane arterial streets and is currently signalized. The intersection has received more traffic in recent years due to regional commuting. It is anticipated that this intersection and Carpenter Road (shown as 4-Lane Arterial on the MSP) will be improved. This addition of a roundabout on the MSP does not guarantee one will be constructed, only that an analysis for consideration will be completed.

#### Developer-requested Amendment

12. Timberline Road (2-Lane Arterial): The developers of Montava request that the City reclassify Timberline Road from a 2-Lane Arterial to a Collector between Mountain Vista Drive and Country Club Road. This section of Timberline currently is not constructed. Montava is designing this street to serve as an internal collector and not serve traffic outside the neighborhood for cut-through purposes. The developer's intent is to develop a street with lower vehicle volumes and lower speeds to encourage a safer, pedestrian-friendly environment. Attached is the developer's request and an extensive justification for the proposal.

#### Summary Chart of Proposed Changes

Map ID #	Street Name	Current Classification	Proposed Classification
1	North Mason Street	Collector	Remove
2	Red Cedar Circle	Collector	Remove
3	East Laurel Street	Collector	Remove east of Stover
4	Red Willow Drive	Collector	Add south of Linden Park
5	East Vine Drive	2-Lane Arterial	Collector
6	Hickory Street	Collector	Remove west of Soft Gold Park
7	Brightwater Drive	Collector	Remove from Parkside Drive

<b>8</b>	Boardwalk Drive	2-Lane Arterial	Collector
<b>9</b>	I-25 Frontage	Collector	Realign with bridge
<b>10</b>	North Lemay Avenue	4-Lane Arterial	2-Lane Arterial
<b>11</b>	Remington Street	2-Lane Arterial	Collector
<b>12</b>	International & Greenfields	Roundabout	Remove
<b>13</b>	Timberline & Carpenter	No Roundabout	Add Roundabout
<b>14</b>	Timberline Road	2-Lane Arterial	Collector

## CITY FINANCIAL IMPACTS

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None.

## BOARD / COMMISSION / COMMITTEE RECOMMENDATION

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### Planning and Zoning Commission, October 25, 2023

The Planning and Zoning Commission recommended approval of all proposed amendments unanimously on a consent agenda vote.

### Transportation Board, August 16, 2023

The Transportation Board considered a list of amendments to the Master Street Plan and removed two proposals requesting more information, which are not included in this package.

The Transportation Board decided to consider the Montava-related amendment separate from the rest. The Board voted 6-1 to recommend approval of the Montava amendment. The one dissenting vote cited that developers skew traffic impact studies to support their proposal and that more information about future traffic generation was needed.

For the remaining 11 amendments (North College & clean-up) the Board voted 5-2 to recommend approval. The two dissenting members of the Board stated that 1) the changes are not wholistic enough and the proposed changes should have been considered before creating the existing MSP; and 2) that they would not support the reduction in classification of any facility.

## PUBLIC OUTREACH

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Extensive public outreach was conducted during the North College MAX Plan process. All other proposed amendments did not have any public outreach.

## ATTACHMENTS

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First Reading attachments not included.

1. Ordinance for Consideration
2. Exhibit A to Ordinance

ORDINANCE NO. 158, 2023  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AMENDING THE CITY'S MASTER STREET PLAN

WHEREAS, in 1996 and 1997, the City Council, through an extensive planning effort, created and adopted a new comprehensive master plan for the City known as "City Plan" that includes various additional components and elements such as the Master Street Plan and subarea plans; and

WHEREAS, the Master Street Plan is a component of the Transportation Master Plan that is part of City Plan; and

WHEREAS, City Staff has proposed two amendments to the Master Street Plan as a result of the City's adoption of the North College MAX Plan, as well as several clean-up amendments to address issues requiring revision that were identified during the development review process; and

WHEREAS, the developer of the Montava development, with City Staff support, has proposed an additional amendment to the Master Street Plan to reclassify Timberline Road from a 2-lane Arterial to a Collector between Mountain Vista Drive and Country Club Road, because the developer is designing this roadway to serve as an internal collector with lower vehicle volumes and lower speeds to encourage a safer, pedestrian-friendly environment in the area; and

WHEREAS, the proposed amendments to the City's Master Street Plan are intended to better identify street alignments and classifications in the City; and

WHEREAS, on August 16, 2023, the City's Transportation Board recommended that City Council approve the proposed Master Street Plan Amendments; and

WHEREAS, on October 25, 2023, the City's Planning and Zoning Commission recommended that City Council approve the proposed Master Street Plan Amendments.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the City Council finds that the Master Street Plan is in need of the amendments to better identify street alignments and classifications in the City.

Section 3. That the City Council finds that the proposed Master Street Plan Amendments will promote the public welfare and are consistent with the visions, goals, principles, and policies of City Plan and the elements thereof.

Section 4. That the Master Street Plan is hereby amended so as to appear as shown on Exhibit "A," and City staff is directed to make such changes to the Master Street Plan.

Introduced, considered favorably on first reading and ordered published this 21st day of November, 2023, and to be presented for final passage on the 5th day of December, 2023.

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Mayor

ATTEST:

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City Clerk

Passed and adopted on final reading this 5th day of December, 2023.

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Mayor

ATTEST:

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City Clerk



Master Plan - Proposed Changes

Item 8.

Collector 2 Lanes

Arterial 2 Lanes

Arterial 4 Lanes

Major Arterial 6 Lanes

Proposed Street Removal

Roundabouts

Proposed Roundabout Addition

0

0.75

1.5

3 Miles

The map displays the Fort Collins, Colorado area, highlighting proposed street changes. Key features include:

- Legend:** Defines line types for Collector 2 Lanes (yellow), Arterial 2 Lanes (orange), Arterial 4 Lanes (green), Major Arterial 6 Lanes (purple), Proposed Street Removal (red), Roundabouts (blue circle), and Proposed Roundabout Addition (purple circle).
- Scale:** 0 to 3 miles.
- Callouts:** Numbered locations 1 through 12 are marked across the map.
- Geographic Labels:** Includes Fort Collins, Colorado State University, Arrowhead, Harmony, and various natural areas like Horsetooth Reservoir and Fossil Creek Reservoir.
- Infrastructure:** Shows major highways (I-25, I-76, US-26, US-19) and local streets.

Esri, NASA, NGA, USGS, City of Fort Collins, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

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December 5, 2023

## AGENDA ITEM SUMMARY

City Council



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### STAFF

Scott Phelps, Parks Senior Manager  
Mike Calhoon, Director of Parks  
Sara Arfmann, Assistant City Attorney

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### SUBJECT

**Second Reading of Ordinance No. 159, 2023, Authorizing the Purchasing Agent to Enter into a Contract for Services, Professional Services and/or Construction in Excess of Five Years for the Golf Professional and the Food and Beverage Concessionaire at City Park Nine Golf Course.**

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### EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on November 21, 2023, authorizes the Purchasing Agent, pursuant to City Code Section 8-186(a), to enter into a contract greater than five years in length for the Golf Professional/Concessionaire at City Park Nine Golf Course. This contract was originally awarded by competitive purchasing processes in accordance with City Code Section 8-158, Competitive sealed proposals. The contract for the Golf Professional/Concessionaire includes a provision for the City to extend the contract for up to an additional five years, subject to Council approval. Extending the contract for the Golf Professional/Concessionaire at City Park Nine Golf Course is in the City's best interest.

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### STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

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### BACKGROUND / DISCUSSION

The Golf Professional/Concessionaire is responsible for managing and scheduling the operations at the golf course including the golf shop, driving range, tee sheet, cleaning of workspaces, staffing, accounting, lessons and sales. They maintain proper licensing for sales of food and alcohol in the banquet space and on the golf course grounds. The Golf Professional/Concessionaire provides food and catering for daily golfers, events and for the non-golfing community. They hire their own personnel to staff the golf shops, teach lessons, maintain pace of play, host golf events and act as ambassadors for the City's Golf Division throughout the state. A brief background for the Golf Professional/Concessionaire follows:

1. The Golf Professional/Concessionaire at City Park Nine is Matt Magley. The City's contract with The Pin Seeker Company and Matt Magley's services had an effective date of January 1, 2019, and expires on December 31, 2023. The contract for the Golf Professional/Concessionaire was awarded to The Pin Seeker Company under a competitive sealed proposal. To attract the best qualified individuals, the original competitive sealed proposal and contract contemplated the right for the City to extend the contract for an additional five years after the expiration of the initial five-year term. Matt Magley's performance has been excellent with high satisfaction received from participant surveys.

## **CITY FINANCIAL IMPACTS**

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There will not be any changes in the level of service and the financial impact to the Golf Enterprise Fund will remain largely unchanged.

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

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The Golf Advisory Board noted that Council would need to approve Matt Magley's contract renewal and voted (4:0) during their October 11, 2023, meeting to recommend approval of the contract renewal for Matt Magley, as the Golf Professional for City Park Nine Golf Course.

## **PUBLIC OUTREACH**

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Participant surveys indicate high satisfaction with the services provided.

## **ATTACHMENTS**

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First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 159, 2023  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AUTHORIZING THE PURCHASING AGENT TO ENTER INTO A CONTRACT FOR  
SERVICES, PROFESSIONAL SERVICES, AND/OR CONSTRUCTION IN EXCESS OF  
FIVE YEARS FOR THE GOLF PROFESSIONAL AND THE FOOD AND BEVERAGE  
CONCESSIONAIRE AT CITY PARK NINE GOLF COURSE

WHEREAS, the Purchasing Agent has determined that Matt Magley, the current contractor providing golf professional services and food and beverage concessionaire services at City Park Nine Golf Course, has performed these services well and to the satisfaction of the City and the general public under the existing Golf Professional/Concessionaire Services Agreement (the “Agreement”); and

WHEREAS, the Purchasing Agent has further determined that to continue with the delivery of high-quality golf professional and concessionaire services to the public at City Park Nine Golf Course, the extension of the Agreement for an additional five years, without a new competitive process for such services, is advisable and would maintain continuity, and provide golf professional and concessionaire stability in the delivery of those services; and

WHEREAS, Section 8-186(a) of the City Code requires that any contract for services with a potential total term over five years in length be authorized by the City Council by ordinance; and

WHEREAS, the City originally awarded the contract for the City Park Nine Golf Course golf professional and concessionaire services to Matt Magley under a competitive sealed proposal, and Mr. Magley entered into a five-year contract effective January 1, 2019; and

WHEREAS, at its regular meeting on October 11, 2023, the Golf Advisory Board voted unanimously to recommend City Council approval of the contract renewal for Matt Magley, as the Golf Professional for City Park Nine Golf Course; and

WHEREAS, the present Agreement with Mr. Magley is for a five-year term, but contemplates a possible five-year extension of the Agreement subject to the golf professional/concessionaire’s satisfactory performance, negotiation of an extension, and City Council approval by ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the City Council hereby authorizes the extension of the Agreement between the City and Matt Magley for Golf Professional and Concessionaire Services at City Park Nine Golf Course for five years beginning January 1, 2024, pursuant to Section 8-186(a) of the City Code.

Introduced, considered favorably on first reading and ordered published this 21st day of November, 2023, and to be presented for final passage on the 5th day of December, 2023.

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Mayor

ATTEST:

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City Clerk

Passed and adopted on final reading this 5th day of December, 2023.

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Mayor

ATTEST:

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City Clerk

December 5, 2023



## AGENDA ITEM SUMMARY

City Council

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### STAFF

Jonathan Piefer, Senior Real Estate Specialist  
Tim Dinger, Civil Engineer II  
Ryan Malarky, Assistant City Attorney

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### SUBJECT

**Second Reading of Ordinance No. 160, 2023, Approving the Vacation of a Drainage Easement Located on Tract A of the Old Town North, Fifth Filing Subdivision.**

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### EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on November 21, 2023, vacates a 0.808 acre drainage easement (the "Easement") that was dedicated on Tract A of the Plat of the Old Town North Fifth Filing (the "Subdivision") for the benefit of the City because the Easement is no longer required by the City's Stormwater Utilities Department.

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### STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

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### BACKGROUND / DISCUSSION

The lands comprising the Subdivision were originally owned by Old Town North, LLC, which subsequently dedicated a drainage easement to the City on Tract F of the Plat of Old Town North dated June 11, 2004. Tract F was subsequently conveyed to Rocky Mountain High, LLC (the "Owner"), who subdivided Tract F into Lot M1 and Tract A in that certain Plat of the Old Town North Fifth Filing dated January 17, 2023 (the "Plat"). The original drainage easement was reduced on the Plat to its current size of 0.808 acre (35,198 sf), which covers all of Tract A. Tract A is located at the southwest corner of East Suniga Road and Blondel Street.

The Owner still owns Tract A and has asked the City to vacate the Easement because recent stormwater improvements in the area constructed by the City have eliminated the need for the Easement. Specifically, the City's construction of the storm sewer for the Northeast College Corridor Outfall Project ("NECCO") has removed offsite flows on Tract A. Tract A is also no longer located within the Dry Creek 100-year flood way. The NECCO system now provides outfall, quantity detention, and standard water quality for the Subdivision. Any future development on Tract A will require payment of NECCO fees and would need to meet Low Impact Development stormwater management criteria. If the City vacates the Easement the Owner will be able to redevelop Tract A without the burden of the Easement.

Easements of this kind may be vacated by the Planning and Zoning Board or the Director of Community Development and Neighborhood Services when the property is in the development review process. Because neither Tract A nor the Subdivision are currently in the development review process, the vacation of the Easement requires Council approval.

## **CITY FINANCIAL IMPACTS**

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None.

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

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The City's Stormwater Utilities Department has approved the vacation of the Easement.

## **PUBLIC OUTREACH**

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None.

## **ATTACHMENTS**

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First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 160, 2023  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
APPROVING THE VACATION OF A DRAINAGE EASEMENT LOCATED  
ON TRACT A OF THE OLD TOWN NORTH, FIFTH FILING SUBDIVISION

WHEREAS, Rocky Mountain High, LLC, subdivided land owned by it through the Plat of the Old Town North Fifth Filing, recorded with the Larimer County Clerk and Recorder on May 6, 2020, at Reception No. 20200031386; and

WHEREAS, the subdivision created Tract A, located at the southwest corner of the intersection of East Suniga Road and Blondel Street; and

WHEREAS, the subdivision included a drainage easement dedicated to the City for the purpose of capturing offsite stormwater flow (the “Easement”) that covers the entirety of Tract A; and

WHEREAS, the Easement is described on Exhibit “A”, attached hereto and incorporated by this reference; and

WHEREAS, the City has subsequently constructed stormwater improvements – specifically, the Northeast College Corridor Outfall Project – in the vicinity of the Easement that eliminated offsite stormwater flows onto Tract A, thereby eliminating the need for the Easement; and

WHEREAS, Rocky Mountain High, LLC, has requested that the City vacate the Easement so that Tract A may be redeveloped without the burden of the Easement; and

WHEREAS, City staff in the Stormwater Utility has verified that the Easement is no longer necessary and is recommending the City Council vacate the Easement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes any and all determinations and findings contained in the recitals set forth above.

Section 2. That the City Council hereby finds and determines that the Easement, more particularly described on Exhibit “A”, is no longer needed or required for stormwater drainage onto Tract A, and that vacating the Easement is in the best interests of the City, will not impair the viability of the City’s stormwater utility system as a whole, and is for the benefit of the citizens of the City.

Section 3. That the Easement is hereby vacated, abated, and abolished; provided, however, that:



(a) this vacation shall not take effect until this Ordinance is recorded with the Larimer County Clerk and Recorder by the property owner or its agent; and

(b) if this Ordinance is not recorded by December 31, 2023, then this Ordinance shall become null and void and of no force and effect.

Introduced, considered favorably on first reading and ordered published this 21st day of November, 2023, and to be presented for final passage on the 5th day of December, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

Passed and adopted on final reading this 5th day of December, 2023.

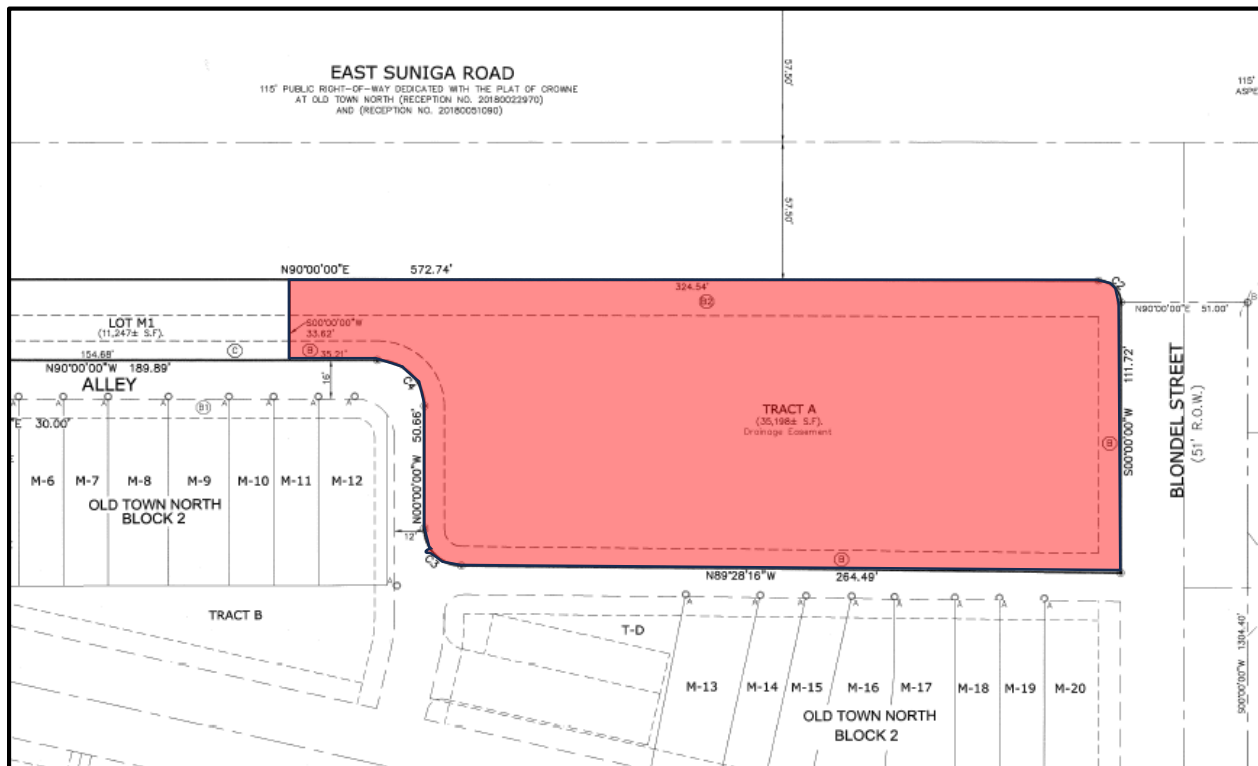
\_\_\_\_\_  
Mayor

ATTEST:

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

**Legal Description of Easement**

A drainage easement comprised of approximately 35,198 square feet (0.808 acres), more or less, located in the Southwest 1/4 of Section 1, Township 7 North, Range 69 West of the 6th P.M., Larimer County, Colorado, being all of Tract A, OLD TOWN NORTH FIFTH FILING, Fort Collins, Larimer County, Colorado, recorded at Reception No. 20200031386, Clerk and Recorder's Records, Larimer County, Colorado.

**Depiction of Easement**

December 5, 2023

## AGENDA ITEM SUMMARY

City Council



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### STAFF

Jonathan Piefer, Senior Real Estate Specialist  
Cody Snowden, Engineer  
Cyril Vidergar, Assistant City Attorney  
Ingrid Decker, Senior Assistant City Attorney

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### SUBJECT

**Second Reading of Ordinance No. 161, 2023, Authorizing the Conveyance of Three Permanent Easements and a License to Enter to Colorado State University for Installation of Fiber Optic Cables on City Property.**

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### EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on November 21, 2023, permits the conveyance of three (3) permanent easements (the "Easements") and one (1) license to enter (the "License") to Colorado State University ("CSU") for the installation and operation of fiber optic cables on City property to connect the Powerhouse Energy Campus (the "Powerhouse Campus") located at 430 North College Avenue to the CSU main campus and allow for future CSU fiber optic connectivity to the Powerhouse 2 facilities.

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### STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

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### BACKGROUND / DISCUSSION

#### **The Project**

The Easements and the License (the "Conveyance Documents") are part of a CSU project (the "Project") to install new fiber optic cable that will connect the Powerhouse Campus to the CSU main campus and will allow for future fiber optic cable connectivity to the future Powerhouse 2 facilities planned for construction north of Vine Drive. The Powerhouse Campus is located on property owned by the City and leased to the Colorado State University Research Foundation ("CSURF" now known as "CSU STRATA") at 430 North College Avenue.

This portion of the Project will include installations on public and private property from the corner of Mason Street and Laporte Avenue to the Powerhouse Campus. The Easements are located on three different tracts of land owned in various capacities by the City, and the License pertains to an underground utility tunnel running from just west of the Fort Collins Museum of Discovery, located at 408 Mason Court, to the Powerhouse Campus. The utility tunnel also runs underneath a portion of the BNSF Railroad, Union Pacific Railroad, and U.S. Highway 287 (College Avenue).

In addition to the Easement and License, CSU has applied for a construction permit (the "Construction Permit") to be approved by City Engineering through its usual processes for the installation of additional underground fiber optic cable within the Mason Street Right of Way. The Construction Permit does not require City Council approval.

CSU has submitted plans (the "Construction Plans") to the City for the Project, which have been reviewed by staff. The improvements to be installed within the Easements include 2" conduits and fiber optic cables installed at a depth of 24-36" below the surface (the "Fiberline") and vault boxes located at and below ground level and measuring approximately 50" x 33" x 24" (a "Vault Box"). The Fiberline will be installed using subsurface boring, and the contractors estimate minimal surface disturbance during initial construction of all elements of the Project. The Easements also provide that any damage to the land must be restored by CSU and/or its contractors.

Staff have relied primarily on CSU and/or its contractors to provide accurate surveys, legal descriptions, and title review for the Conveyance Documents.

### **The First Easement – City Property**

The first easement (the "First Easement") is comprised of 330 square feet of City-owned property adjoining the eastern boundary of Mason Court and the western boundary of Lot 1 of the Plat of the Fort Collins Discovery Museum (the "Discovery Museum Parcel"). The First Easement will be used only for underground Fiberline and will not include any permanent surface use or equipment.

### **The Second Easement – City and Museum of Discovery Property**

The second easement (the "Second Easement") is comprised of 4,520 square feet located on the Discovery Museum Parcel, which is owned by the City and the Fort Collins Museum of Discovery, Nonprofit Partner, f/k/a Discovery Center (the "MOD"), as tenants in common. Further details regarding the ownership and operation of the Discovery Museum Parcel are set forth in that certain Operating Agreement dated effective March 11, 2008, by and between the City and MOD (the "Operating Agreement").

The Second Easement will be for Fiberline and one Vault Box, both of which will be installed within existing City utility alignments. The Vault Box will be located adjacent to several other utility boxes on the Discovery Museum Parcel. Construction is estimated to only take a few days to complete, and there are no foreseeable construction impacts to access and parking at the Discovery Museum Parcel.

Based upon a review of Section 3.2 of the Operating Agreement and a Special Warranty Deed dated January 28, 2013, recorded at Reception No. 20130007128, Clerk and Recorder's Records, Larimer County, Colorado, the ownership interests are determined as City (65%) and MOD (35%). Staff for the City and MOD have agreed that compensation for the Second Easement, if any, shall be divided according to the above percentages.

Section 3.1 of the Operating Agreement states that neither the City nor MOD "may assign, lease, or in any other way convey or encumber its interest in the Facility [the Discovery Museum Parcel] without the written consent of the other party, which shall not be unreasonably withheld." Accordingly, the document conveying the Second Easement will be signed by both the City and MOD to evidence their consent and compliance with this section of the Operating Agreement.

MOD staff are currently seeking approval from their Executive Board for the Second Easement, which is expected to be obtained prior to the final adoption of this Ordinance.

### **The Third Easement – City Property Leased by CSURF**

The third easement (the "Third Easement") is comprised of 1,589 square feet located entirely within the Powerhouse Campus, being more particularly described as a 4.091 acre tract of land referred to as the

man Parcel in that certain Lease Agreement (the “Powerhouse Lease”) dated February 29, 2012, between the City and CSU STRATA. The lands comprising the Third Easement are owned by the City, subject to the rights of CSU STRATA as set forth in the Powerhouse Lease. No portion of the Third Easement will be located within the Grotto Historic Site, being Lot 2 of the Poudre River Whitewater Park Subdivision.

The Third Easement will be used only for underground Fiberline and will not include any permanent surface use or equipment. However, the Third Easement will connect the Powerhouse Campus to a Vault Box located within the existing right-of-way for College Avenue, which will allow for CSU’s future expansion of the Project to the Powerhouse 2 facility. The document conveying the Third Easement will be signed by both the City and CSU STRATA to evidence their consent and compliance with the Powerhouse Lease. This includes the “Reasonable Steps” required by the federal Environmental Protection Agency and outlined in the Powerhouse Lease for alterations on the leased premises as a result of environmental concerns on the site.

### **The Powerhouse Tunnel – Powerhouse Campus**

Section 6.6 of the Powerhouse Lease also contains certain restrictions on CSU STRATA’s use of a 400’ utility tunnel (the “Powerhouse Tunnel”), which will be used to connect the Fiberline from the Third Easement to the Utility Tunnel, as discussed below. CSU STRATA has coordinated with the City Utilities Department and City Real Estate Services Department to ensure that the Project is in compliance with the Powerhouse Lease, insofar as it pertains to the Powerhouse Tunnel. Additional requirements for the use of the Powerhouse Tunnel are set forth in the License discussed below.

### **License to Enter - the City Tunnel – Powerhouse Campus to Museum of Discovery Property**

That certain portion of the Fiberline located between the Discovery Museum Parcel and the Powerhouse Tunnel will be located within an existing utility tunnel (the “City Tunnel”) running from the eastern boundary of the Second Easement to the Powerhouse Tunnel. Although staff could not locate documentation evidencing the date of construction or authority to construct the City Tunnel, it has likely been used by the City for decades and is currently an integral part of the Light and Power infrastructure in Old Town. Rather than granting CSU an easement for the tunnel, staff recommends granting the License for use of specific components in the interior of the tunnel, to the extent of the City’s property rights therein.

The License provides that all construction operations within the City Tunnel will be conducted by the City and/or its contractors, and City Utilities staff will oversee any other operations within or access to the City Tunnel by any other personnel. City Utilities staff will install four one inch (1”) conduits inside the City Tunnel, at CSU’s expense, that will be owned by the City, and the License will allow CSU to install junction boxes, to pull the Fiberline through the conduits, and to continuously use the Fiberline after the initial installation. Furthermore, the License will be revocable at the will of the City.

### **CITY FINANCIAL IMPACTS**

Other than staff time and other expenses reimbursable to City Utilities staff by CSU, there is no cost to the City associated with Conveyance Documents, the Easements, or the License. However, staff estimates the fair market value of the Easements to total \$8,299, (\$7,745 to the City) being itemized as follows (the “Property Values”):

1. First Easement: \$1,155;
2. Second Easement: \$1,582 (City portion being \$1,028); and
3. Third Easement: \$5,562.

Staff recommends that the Easements and License (the “Property Interests”) should be conveyed to CSU for no monetary consideration because such transactions serve a bona fide public purpose and satisfy the requirements of Section 23-114 of the City Code. Specifically:

- The Project supports the mission of the Powerhouse Campus to provide instruction, teaching, outreach, laboratory, and research services focused on developing innovative and alternate energy solutions that will benefit the citizens of Fort Collins and the population at large. The services provided at the Powerhouse Campus, which will be enhanced by the Project, support various Council goals, adopted policies, projects, and plans.
- The Powerhouse Campus and the Project are also supported by other funding or assistance, including federal grants, donations, and various other funding sources.
- The financial benefit to CSU in acquiring the Property Interests at below the Property Values is only a fraction of the total cost of the Project, estimated to be \$350,000, and is not substantial relative to the public purpose being served by the Powerhouse Campus.
- Furthermore, disposing of the Property Interests for less than fair market value will not interfere with any current City projects or work programs, hinder workload schedules, or divert resources needed for primary City functions or responsibilities.
- Finally, the disposition of the Property Interests will not materially impair the viability of the City’s electric utility system as a whole and will ultimately benefit all City citizens via the programs provided at the Powerhouse Campus.

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

---

The City’s Utilities Department has approved the Construction Plans, the License, and any activity within the Powerhouse Tunnel. As stated above, the Fort Collins Museum of Discovery, Nonprofit Partner, is currently seeking approval of the Second Easement from its Executive Board.

#### **PUBLIC OUTREACH**

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None.

#### **ATTACHMENTS**

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First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 161, 2023  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AUTHORIZING THE CONVEYANCE OF THREE PERMANENT  
EASEMENTS AND A LICENSE TO ENTER TO COLORADO STATE UNIVERSITY  
FOR INSTALLATION OF FIBER OPTIC CABLES ON CITY PROPERTY

WHEREAS, the City owns various interests in real property located north of Cherry Street in Fort Collins including:

- a 65% interest in the property described as Lot 1, Fort Collins Discovery Museum (“the Museum Property”) (the other 35% being owned by the Fort Collins Museum of Discovery Nonprofit Partner [“MOD”] as tenant in common with the City);
- a portion of Block 24 located between and connecting the right of way for Mason Court and the Museum Property (the “Block 24 Property”);
- the property located at 430 North College Avenue (the “Powerhouse Campus”) that is leased to the Colorado State University Research Foundation (“CSURF,” now known as “CSU STRATA”) pursuant to a lease agreement between the City and CSURF dated February 29, 2012 (the “Powerhouse Lease”); and
- a utility tunnel running under and between Lot 1 and the Powerhouse Campus (the “Tunnel”); and

WHEREAS, the Museum Property, the Block 24 Property and the Powerhouse Campus are more particularly described and shown on Exhibits “A-1”, “A-2”, and “A-3” respectively, attached and incorporated herein by this reference; and

WHEREAS, the general location of the Tunnel is shown on Exhibit “B”, attached and incorporated herein by this reference; and

WHEREAS, Colorado State University (“CSU”) has been working for some time to establish a fiber optic connection between the CSU main campus and the Powerhouse Campus; and

WHEREAS, CSU already has fiber optic cable installed along Mason Street from Laurel Street to Laporte Avenue, and is now planning a project to complete the connection across the City properties described above (the “Project”); and

WHEREAS, to accommodate the Project, City staff recommends that the City grant CSU permanent easements across the Block 24 Property (the “First Easement”) and the Powerhouse Campus (the “Third Easement”), as well as a license to enter for the interior of the tunnel (the “License”), and that the City and MOD grant CSU a permanent easement across the Museum Property (the “Second Easement”); and



WHEREAS, the First, Second and Third Easements are more particularly described and shown on Exhibits “C,” “D,” and “E” respectively, attached and incorporated herein by this reference; and

WHEREAS, the Powerhouse Campus property and the Tunnel are owned by the City’s electric utility; and

WHEREAS, Section 23-111 of the City Code authorizes the City Council to sell, convey or otherwise dispose of any interests in real property owned by the City, provided the City Council first finds, by ordinance, that such sale or other disposition is in the best interests of the City and, with respect to property which is part of the City’s utility systems, that the disposition will not materially impair the viability of the particular utility system as a whole and will be for the benefit of the citizens of the City; and

WHEREAS, Section 10 of Article XI of the City Charter authorizes the City Council to grant a permit at any time for the use or occupation of any street, alley, or public place, provided that any such permit shall be revocable by the Council at its pleasure; and

WHEREAS, Section 16 of Article II of the City Charter authorizes the City Council, by ordinance or resolution, to enter into cooperative or joint activities with other governmental bodies; and

WHEREAS, City staff estimates the fair market value of the Easements to the City to be \$7,745; however, staff is recommending that the City not charge CSU for the Easements and the License as the conveyance serves a bona fide public purpose under Section 23-114 of the City Code because:

- (1) The use of the Easements and License will enhance CSU STRATA’s continued use of the Powerhouse Campus for research and development of alternate energy solutions, which promotes health, safety or general welfare and benefits a significant segment of the citizens of Fort Collins;
- (2) The use to which the Easements and License will be put supports one or more of the City Council’s goals, adopted policies, projects or plans by continuing the support the City Council has previously shown through the minimal rent (\$25 per year) the City charges CSU STRATA under the Powerhouse Lease;
- (3) The financial support provided by the City through the below-market conveyance of the Easements and License is only a small portion of the total cost of the Project, estimated at approximately \$350,000, and will be leveraged with other funding or assistance from CSU including federal grants and donations;
- (4) Conveyance of the Easements and License will not result in any direct financial benefit to any private person or entity, except to the extent such benefit is only an incidental consequence and is not substantial relative to the public purpose being served; and

- (5) Conveying the Easements and License for less than fair market value will not interfere with current City projects or work programs, hinder workload schedules or divert resources needed for primary City functions or responsibilities.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the City Council hereby finds that the conveyance of the Easements and the License to CSU, as provided herein is in the best interests of the City, will not impair the viability of the electric utility system as a whole, and will be for the benefit of the citizens of the City.

Section 3. That the conveyance of the MOD Easement by the City is contingent upon MOD's approval of the Easement conveyance.

Section 4. That the City Council hereby authorizes the Mayor to execute such documents as are necessary to convey the Easements and License to CSU on terms and conditions consistent with this Ordinance, together with such terms and conditions as the City Manager, in consultation with the City Attorney, determines are necessary or appropriate to protect the interests of the City, including, but not limited to, any necessary changes to the legal description of the Easements or License, as long as such changes do not materially increase the size or change the character of the interest to be conveyed.

Introduced, considered favorably on first reading and ordered published this 21st day of November, 2023, and to be presented for final passage on the 5th day of December, 2023.

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Mayor

ATTEST:

---

City Clerk

Passed and adopted on final reading this 5th day of December, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

**Exhibit A-1**  
Larger Parcel Description  
(Page 1 of 1)

**Legal Description per County Assessor:**

LOT 1, FORT COLLINS DISCOVERY MUSEUM, FTC (20100052838)

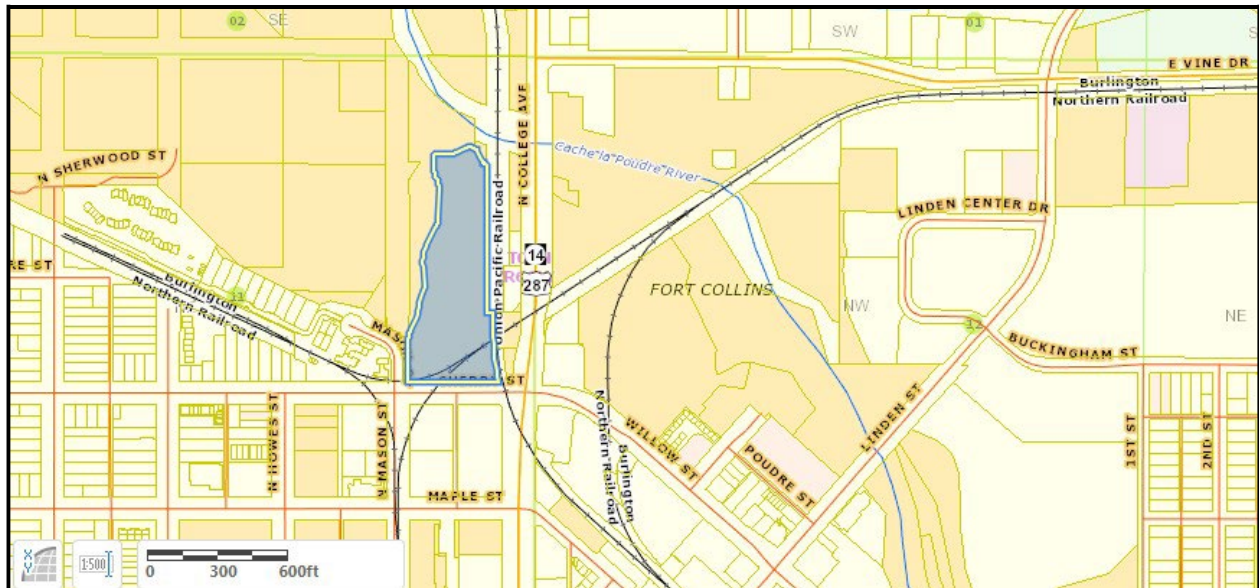
**Location Address:**

408 Mason Court  
Fort Collins, CO 80524

**Assessor Parcel Number:**

97111-38-901

**Map:**



**Exhibit A-2**  
Larger Parcel Description  
(Page 1 of 1)

**Legal Description:**

A tract of land located in Block 24, City of Fort Collins, Colorado, located in the Northeast Quarter (NE/4) of Section 11, Township 7 North (T7N), Range 69 West (R69W), 6<sup>th</sup> P.M., Larimer County, Colorado, being more particularly described as Parcel "B" in Special Warranty Deed dated June 27, 1997, from Wonderland Hill Development Company to the City of Fort Collins, recorded at Reception No. 19970041141, Clerk and Recorder's Records, Larimer County, Colorado, LESS AND EXCEPT Lot 1, Fort Collins Discovery Museum, City of Fort Collins, a Plat of which is recorded at Reception No. 20100052838, Clerk and Recorder's Records, Larimer County, Colorado.

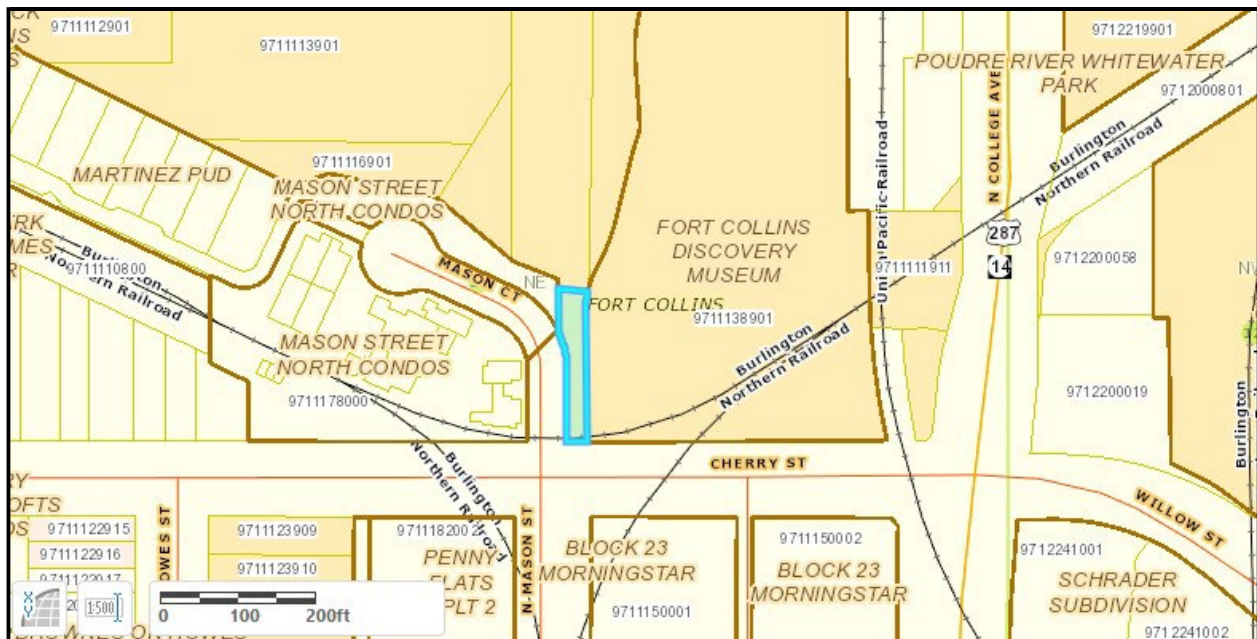
**Location Address:**

408 Mason Court  
Fort Collins, CO 80524

**Assessor Parcel Number:**

97111-11-911

**Map:**



**Exhibit A -3****Larger Parcel Description**  
(Page 1 of 2)**DESCRIPTION:**

A portion of Lot 3 in Reservation on the Northwest Quarter of Section 12, Township 7 North, Range 69 West of the 6<sup>th</sup> P.M., lying North and West of Right of Way of the Fort Collins Development Railway Company, less deed recorded May 3, 1994 at Reception No. 94038222 being more particularly described as follows;

Considering the West line of Section 12 as bearing South 00° 23'57" West and with all bearings contained herein relative thereto:

Commencing at the Northwest corner of said Section 12; thence along the West line of said Section 12, South 00°23'57" West, 482.47 feet; thence departing said West line, South 89°36'03" East, 73.47 feet to a point on the East line of said Reception No. 94038222, said point also being the POINT OF BEGINNING; thence along the approximate Top of Bank of Cache La Poudre River the following ten (10) courses:

- (1) South 68° 26'25" East, 27.26 feet;
- (2) North 86° 52'14" East, 40.22 feet;
- (3) South 68° 17'47" East, 44.32 feet;
- (4) North 82° 34'37" East, 118.30 feet;
- (5) South 84°24'53" East, 151.12 feet;
- (6) South 75°36'07" East, 63.13 feet;
- (7) South 68° 36'28" East, 42.92 feet;
- (8) South 79°23'46" East, 50.91 feet;
- (9) South 71°20'59" East, 61.83 feet;
- (10) South 76° 36'43" East, 63.27 feet to a point on the Northwesterly line of Burlington Northern Railroad Right of Way; thence along said Northwesterly line, South 57° 00'09" West, 776.12 feet to a point on the East line of said Reception No. 94038222; thence departing said Northwesterly line and along said East line, North 00° 34'27" East, 521.48 feet to the POINT OF BEGINNING.

The above described tract of land contains 4.091 acres (178,190 square feet) more or less and is subject to all easements and rights-of-way now on record or existing.

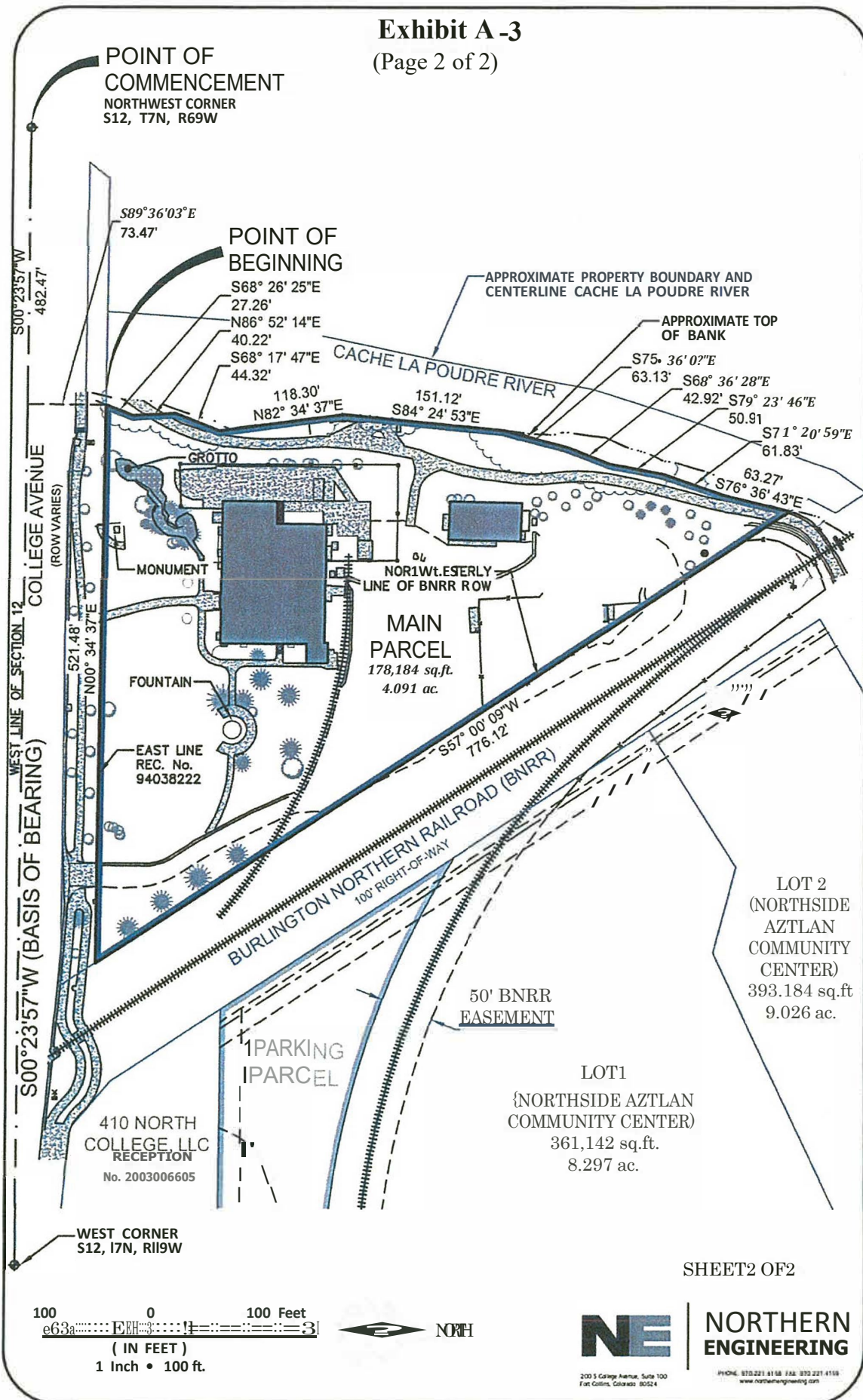
December 1, 2011  
CNS

Sheet 1 of 2

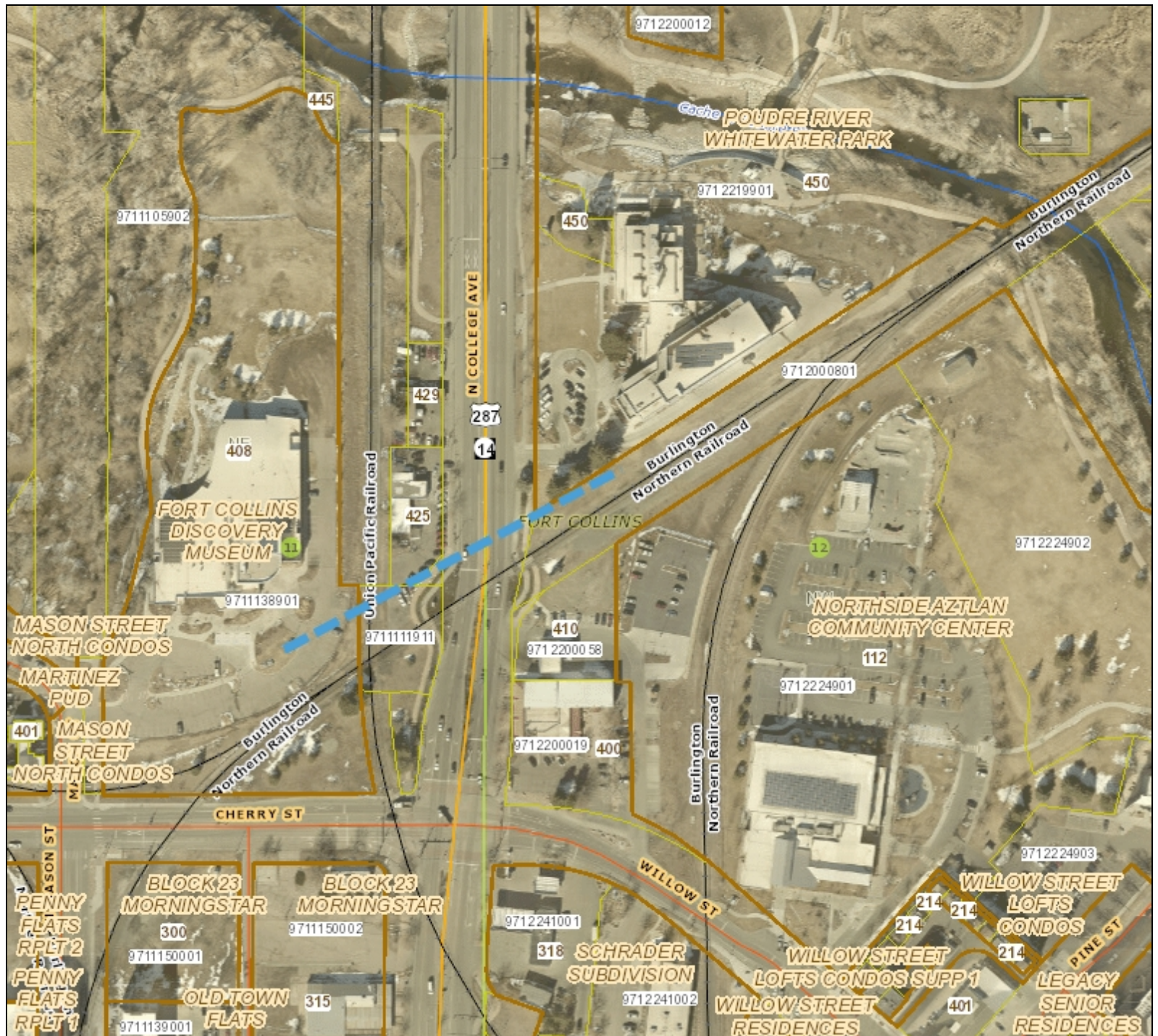


**Exhibit A-3**

(Page 2 of 2)







## Legend

Addresses	Rivers and Streams	Green: Band_2
Subdivisions	County Boundary	Blue: Band_3
Tax Parcels	Rocky Mountain National Park	COLARI21-SID-AW-6INCH.sid
Recorded Dimensions	Incorporated Areas	Red: Band_1
Railroads	PLSS Township and Range	Green: Band_2

## Notes

This map was created by Larimer County GIS using data from multiple sources for informal purposes only. This map may not reflect recent updates prior to the date of printing. Larimer County makes no warranty or guarantee concerning the completeness, accuracy, or reliability of the content represented.

0.0 0 0.0 Miles

Scale  
1: 2,400



## **First** **Easement**

### **PARCEL DESCRIPTION**

A tract of land, being part of that parcel as described as PARCEL "B" in the Special Warranty Deed recorded June 30, 1997 at Reception No. 19970041141 of the Records of the Larimer County Clerk and Recorder (LCCR), situate in the Northeast Quarter (NE1/4) of Section Eleven (11), Township Seven North (T. 7N.), Range Sixty-nine West (R.69W.) of the Sixth Principal Meridian (6th P.M.), City of Fort Collins, County of Larimer, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 1, Fort Collins Discovery Museum as recorded September 7, 2010 at Reception No. 20100052838 of the LCCR and assuming the West line of said Lot 1 as bearing North 00°17'17" West, as platted, a distance of 176.60 feet and with all other bearings contained herein relative thereto;

THENCE North 00°17'17" East, along said West line a distance of 71.24 feet to the POINT OF BEGINNING;

THENCE South 89°42'43" West a distance of 22.00 feet to the East Right of Way (ROW) line of Mason Court as described in the Right of Way Easement as recorded June 29, 1998 at Reception No. 19980054069 of the LCCR;

THENCE North 00°17'17" West, along said ROW line, a distance of 15.00 feet;

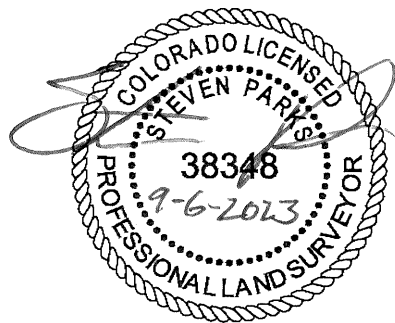
THENCE North 89°42'43" East a distance of 22.00 feet to the West line of said Lot 1;

THENCE South 00°17'18" East, along said West line, a distance of 15.00 feet to the POINT OF BEGINNING.

Said described parcel of land contains 330 Square Feet, more or less (±).

### **SURVEYORS STATEMENT**

I, Steven Parks, a Colorado Licensed Professional Land Surveyor do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.

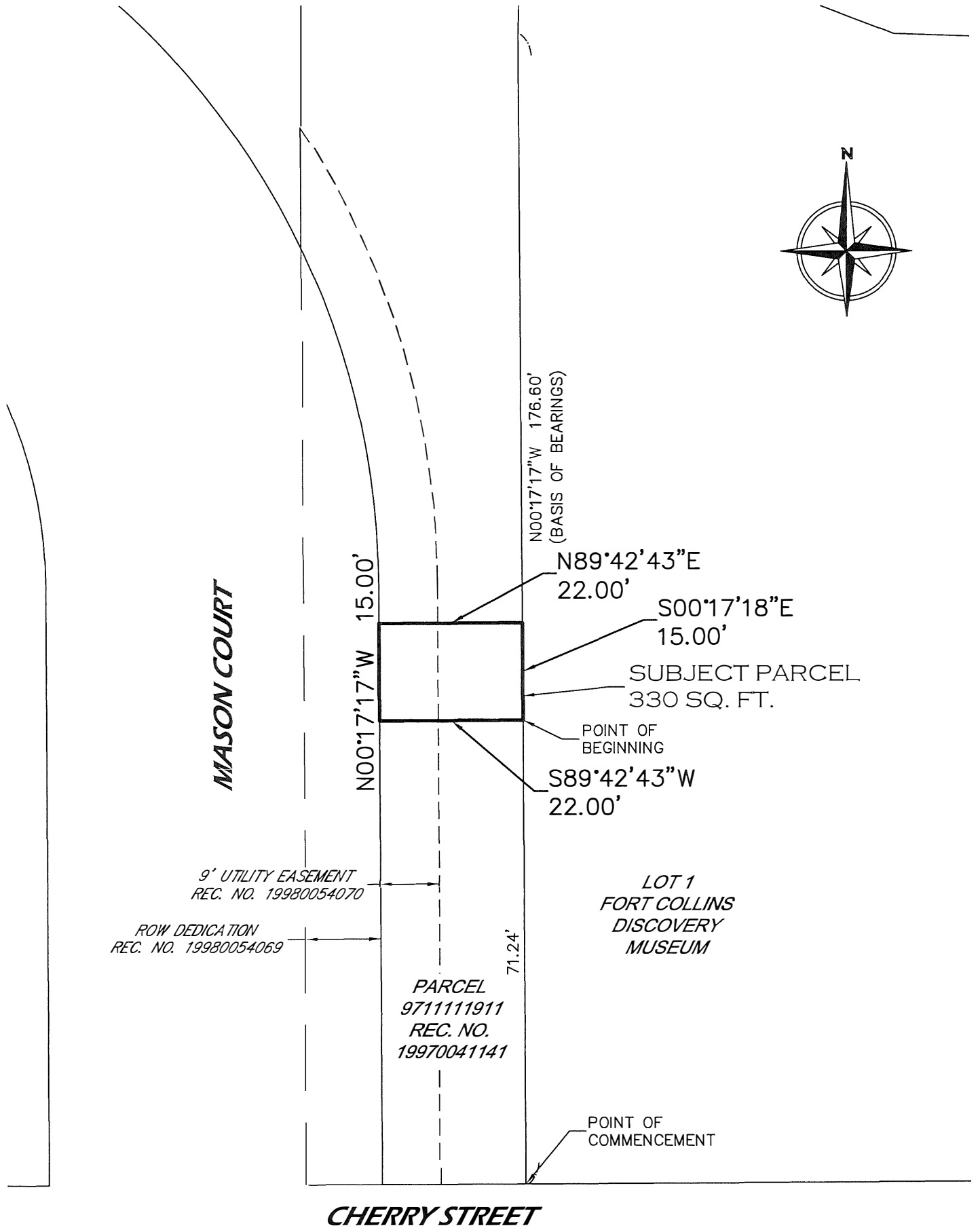



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Steven Parks - on behalf of Majestic Surveying, LLC  
Colorado Licensed Professional Land Surveyor #38348

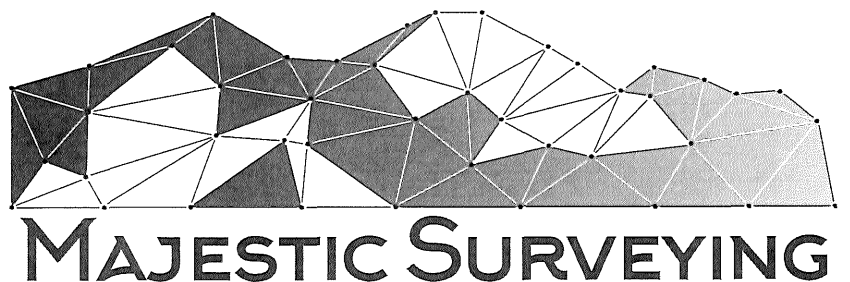
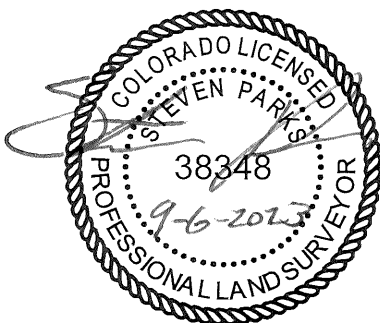


First Easement



Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (CRS 13-80-105)



## Second Easement

A parcel of land, being part of Lot 1, Fort Collins Discovery Center Museum as recorded September 7, 2010 at Reception No. 20100052838 of the Records of the Larimer County Clerk and Recorder, situate in the Northeast Quarter (NE1/4) of Section Eleven (11), Township Seven North (T.7N.), Range Sixty-nine West (R.69W.) of the Sixth Principal Meridian (6th P.M.), City of Fort Collins, County of Larimer, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 1 and assuming the South line of Lot 1 as bearing North 89°42'43" West, as platted, a distance of 391.51 feet and with all other bearings contained herein relative thereto;

THENCE North 00°17'17" East, along the West line of Lot 1, a distance of 71.05 feet to the POINT OF BEGINNING;

THENCE North 00°17'17" East, continuing along said West line, a distance of 15.39 feet;

THENCE North 77°21'10" East a distance of 55.63 feet;

THENCE North 65°30'50" East a distance of 218.33 feet;

THENCE North 20°19'53" East a distance of 17.87 feet;

THENCE South 69°40'07" East a distance of 15.00 feet;

THENCE South 20°19'53" West a distance of 24.11 feet;

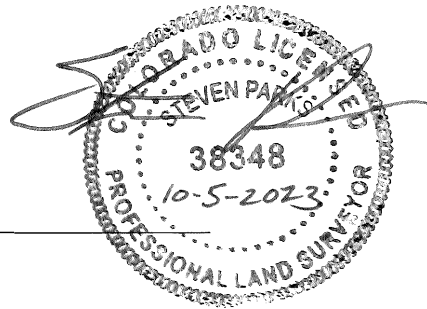
THENCE South 65°30'50" West a distance of 226.13 feet;

THENCE South 77°21'27" West a distance of 60.62 feet to the POINT OF BEGINNING.

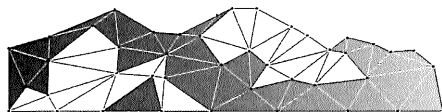
Said described parcel of land contains 4,520 Square Feet, more or less (±).

### SURVEYORS STATEMENT

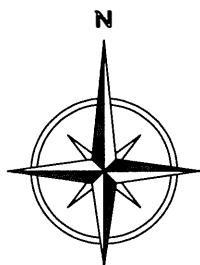
I, Steven Parks, a Colorado Licensed Professional Land Surveyor do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Steven Parks - on behalf of Majestic Surveying, LLC  
Colorado Licensed Professional Land Surveyor #38348



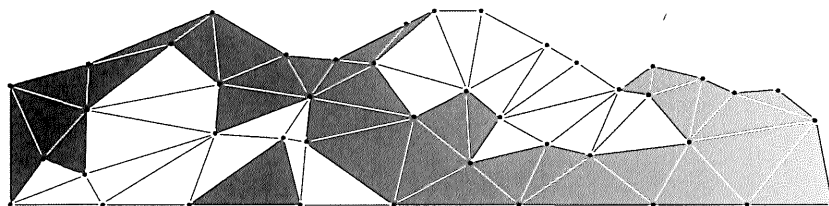
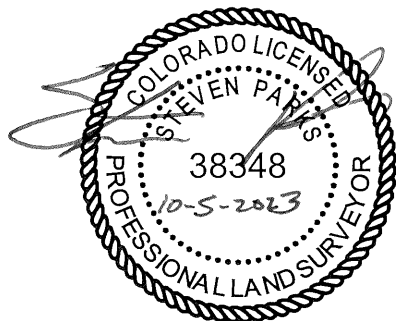
**MAJESTIC SURVEYING**  
1111 Diamond Valley Drive, Suite 104  
Windsor, Colorado 80550



***CHERRY STREET***

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (CRS 13-80-105)



# MAJESTIC SURVEYING

### **Third Easement**

A parcel of land, being part of Lot 1, Poudre River Whitewater Park as recorded July 23, 2018 as Reception No. 20180044854 of the Records of the Larimer County Clerk and Recorder, situate in the Northwest Quarter (NW1/4) of Section Twelve (12), Township Seven North (T. 7N.), Range Sixty-nine West (R.69W.) of the Sixth Principal Meridian (6th P.M.), City of Fort Collins, County of Larimer, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 1 and assuming the most Southerly West line of Lot 1 as bearing North 00°16'45" East, as platted, a distance of 418.26 feet and with all other bearings contained herein relative thereto;

THENCE North 00°16'45" East, along said West line a distance of 327.01 feet to the POINT OF BEGINNING;

THENCE North 00°16'45" East, continuing along said West line, a distance of 15.21 feet;

THENCE North 80°49'09" East a distance of 104.71 feet;

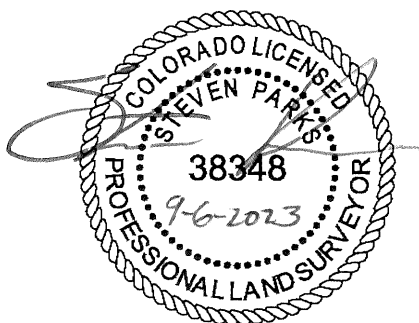
THENCE South 09°10'51" East a distance of 15.00 feet;

THENCE South 80°49'09" West a distance of 107.21 feet to the POINT OF BEGINNING.

Said described parcel of land contains 1,589 Square Feet, more or less (±).

### **SURVEYORS STATEMENT**

I, Steven Parks, a Colorado Licensed Professional Land Surveyor do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



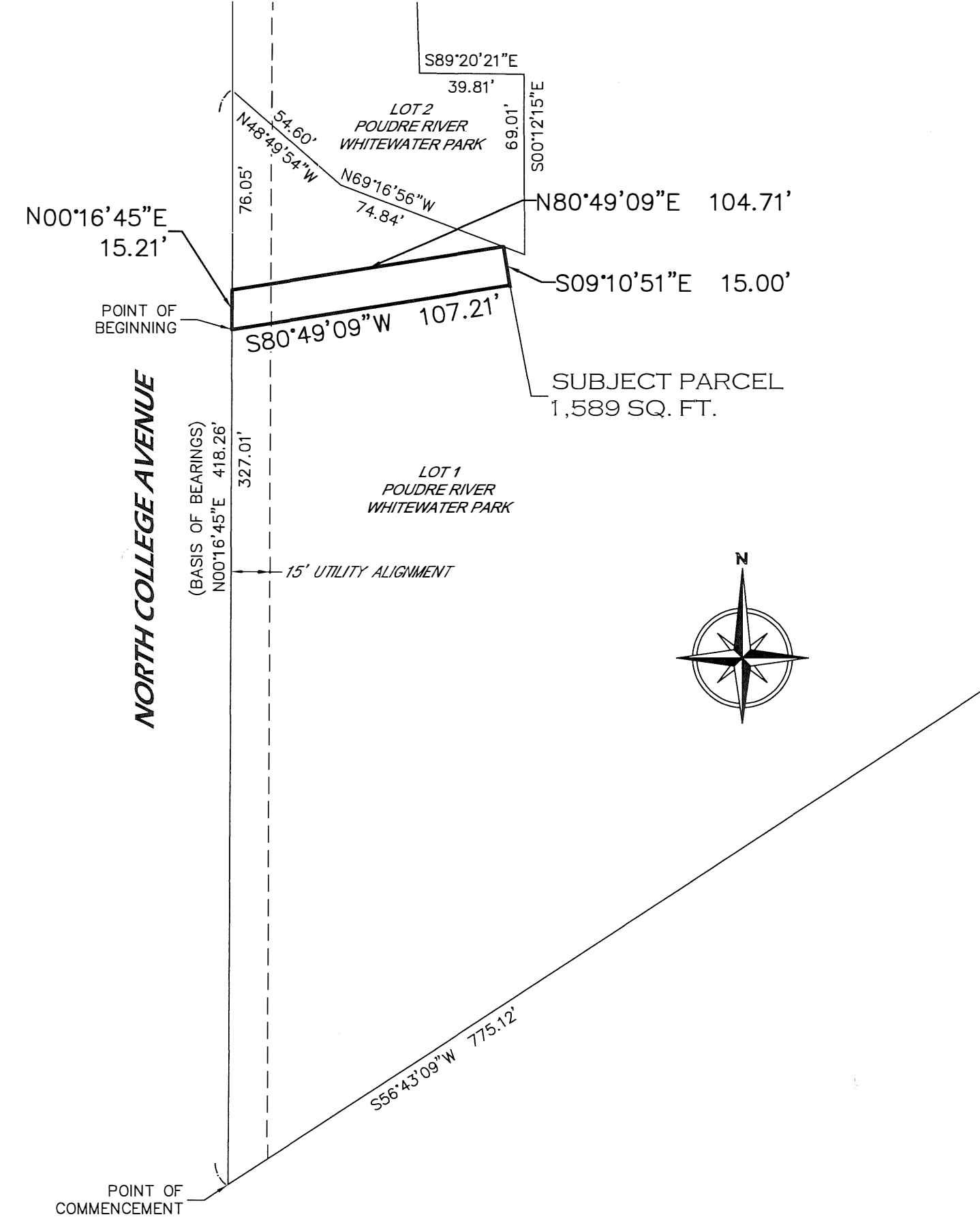
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Steven Parks - on behalf of Majestic Surveying, LLC  
Colorado Licensed Professional Land Surveyor #38348



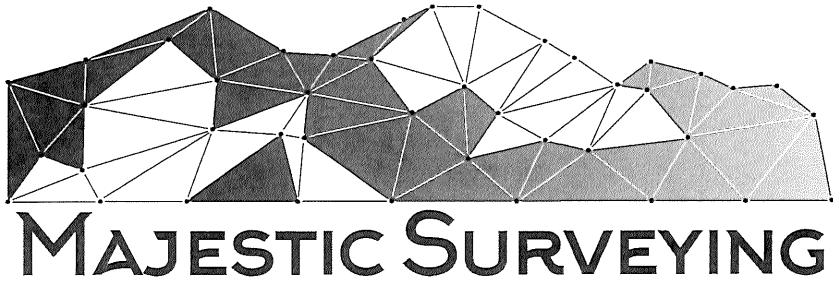
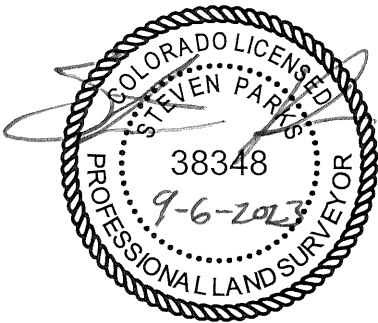
Assessment  
NW1/4 Section 12, T.7N., R.69W.

Third Easement



Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (CRS 13-80-105)



December 5, 2023

## AGENDA ITEM SUMMARY

City Council



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### STAFF

Megan Keith, Senior Planner  
Sylvia Tatman-Burruss, Senior Project & Policy Manager  
Aaron Guin, Senior Assistant City Attorney  
Brad Yatabe, Senior Assistant City Attorney

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### SUBJECT

**Second Reading of Ordinance No. 162, 2023, Adopting the East Mulberry Plan as an Update of the 2002 East Mulberry Corridor Plan.**

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### EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on November 21, 2023, adopts the draft East Mulberry Plan and potential annexation considerations related to the plan. Staff will share a potential approach to annexation for Council to consider based on a concept referred to as "Thresholds."

Exhibit A to the Ordinance has been revised with edits made on First Reading.

---

### STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

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### BACKGROUND / DISCUSSION

#### Edits Made after First Reading

At the November 21, 2023, regular meeting, Council unanimously adopted the draft East Mulberry Plan and potential annexation considerations related to the plan. Council directed staff to make several minor text edits to the East Mulberry Plan:

- Rename 'Transitional' Character Area to 'Transitional / Mixed Use' to better reflect the anticipated mix of future land uses.
  - Character Areas Map, Plan Page 29
  - Various text edits throughout document
- Update strategies to clarify the tools and incentives available to the City for billboards located on undefined parcels (e.g., ditch corridors)
  - Strategy 1.2.5, Plan Page 48
  - Strategy 7.2.3, Plan Page 90

- Future Monitoring Reports could contain information about existing signage and billboards within the East Mulberry Enclave and their status.
  - Monitoring Reports bullet, Plan Page 120
- The explanation of 15-Minute Cities is best-suited as a call-out box for reader reference.
  - Opportunity, Equity, & Accessibility, Plan Page 16

Council did not approve the other following changes included in the Planning and Zoning Commission recommendations:

- Consider adding additional reference to Lincoln Avenue under Goal 7 and include a statement that aesthetic qualities of interior streets within the I-25 Interchange Character Area should not be prioritized.
- Proactive annexation of vacant land as part of threshold consideration.

### **Background and Plan Context**

Staff have been working towards an update to the East Mulberry Plan, including extensive community engagement, since 2020. While the plan provides an approach for future potential annexation of the East Mulberry enclave, the overarching purpose of the plan seeks to create a clear vision for many aspects of the area, especially issues raised during internal city staff and community engagement. Because the existing 2002 East Mulberry Corridor Plan is now over 20 years old, updated guidance for future land uses, transportation, and development review are necessary for city staff now. Even for developments in the area that are not immediately eligible for annexation, these tools are helpful resources for Larimer County staff consultation as they approach development review. Since 2021, staff have participated in several discussions with Council on this topic, including the following work sessions and Council committee meetings:

- March 2021: Work session focused on the public engagement plan and the fiscal impact analysis of a potential phased annexation approach.
- March 2022: Work session focused on the plan update, strategic approach to plan-making and annexation evaluation.
- April 2022: Council and County Commissioner discussion of potential future annexation and the existing Intergovernmental Agreement for Growth Management.
- April 2022: Work session focused on overall community approach to annexation and growth management, including implications for the East Mulberry Enclave area.
- August 2022: Staff presented a financial analysis framework for five subarea designations within a 20-year timeframe separated into 5-year increments.
- October 2022: Staff presented Opportunities and Tradeoffs by Character Area and received feedback to provide ranges of costs to inform future discussions at the November 8th full Council Work Session.
- June 2023: Engagement summary and memo shared with Council.
- October 2023: Staff presented the draft of the East Mulberry Plan and the Thresholds potential annexation approach to illustrate how the strategy may be utilized in the future.
- November 2023: Memo shared with Council to answer questions from the October 2023 work session.

### **Feedback from Council**

Significant discussion has occurred regarding the East Mulberry Plan and the implications of potential annexation. Council feedback has generally centered around an interest in moving slowly and deliberately to avoid acquiring infrastructure without adequate resources to support them; focusing on lessons learned



from the most recent large annexation project – the Southwest Enclave Annexation; and a desire to conduct substantial analysis prior to annexation of large portions of the East Mulberry Enclave.

## History

The current East Mulberry Corridor Plan was adopted in 2002. The plan was jointly adopted by the City of Fort Collins and Larimer County. The plan update reexamines the East Mulberry area relative to changed conditions, emerging trends, and aligning with key policy recommendations found in the 2019 City Plan update. Through engagement with area business owners, residents, and extensive internal staff conversations, the plan aims to highlight area priorities, guide thoughtful growth, and prioritize future public investments.

An area of unincorporated County land surrounded by land within the City limits, referred to as an 'enclave', was formed along East Mulberry in August 2018. Three years after an enclave is formed, the City of Fort Collins may initiate involuntary annexation. Therefore, the East Mulberry Enclave became eligible in August 2021. Although not statutorily required to annex the enclave, the City has an agreement with Larimer County that such an enclave annexation will be pursued when it becomes eligible. Given the size of the East Mulberry enclave, such an annexation could be phased over several years.

Annexation has been a tool used to grow the boundary of the City's jurisdiction since the late 1800s. Since the 1950s, many of the City's annexations have occurred to the south in conjunction with development proposals on otherwise "greenfield" land, often of formerly agricultural lands or undeveloped prairie lands. Much of the East Mulberry area developed between the 1950s and 1970s, especially the industrial area north of East Mulberry Street. This area was generally isolated from the development occurring to the west around the core of College Avenue. As development occurred outward from the Fort Collins core in the 1980s, the East Mulberry area eventually became surrounded by City limits.

## Fort Collins Subarea Plans: Position and Purpose

Subarea plans, like the East Mulberry Plan, are important tools for implementing geography-specific implementation strategies of broader City policy and goals. Subarea plans can achieve the following:

- Address important issues and opportunities unique to a given area.
- Offer context-sensitive implementation and funding strategies that are actionable.
- Provide vision, policy, and land use guidance for a particular area.
- Guide policy considerations related to large potential annexations.

## East Mulberry Plan Update: Why Update? Why Now?

Much has changed since the East Mulberry Corridor Plan was created in 2002. In the 20 years since the plan was adopted, conditions have changed both in the East Mulberry Plan area and across the broader Fort Collins community. A plan update should be pursued for the following reasons:

- The East Mulberry Enclave was created in 2018 and became eligible for annexation in 2021. Since the adoption of the 2002 plan predated these conditions, the East Mulberry Plan did not outline an annexation strategy specifically through policy recommendations or other elements of the plan.
- Many comprehensive Citywide documents have been updated since the East Mulberry Corridor Plan was adopted. This includes City Plan, updates to the City's Land Use Code, key outcome areas of the City's Strategic Plan, amongst others. An East Mulberry Plan update could ensure alignment with these documents.
- Substantial development activity is occurring in the East Mulberry Plan area. Specifically, the Bloom and Mosaic communities may be catalysts for additional development proposals in this area. A plan

update could address known future development and proactively address the remaining undeveloped areas of the East Mulberry Plan area.

- Market conditions have also changed, creating a need to analyze current zoning designations and explore application of policies that could serve to protect and preserve existing land uses while creating opportunity for new development.

### East Mulberry Plan

The East Mulberry Plan is broken down into five distinct sections:

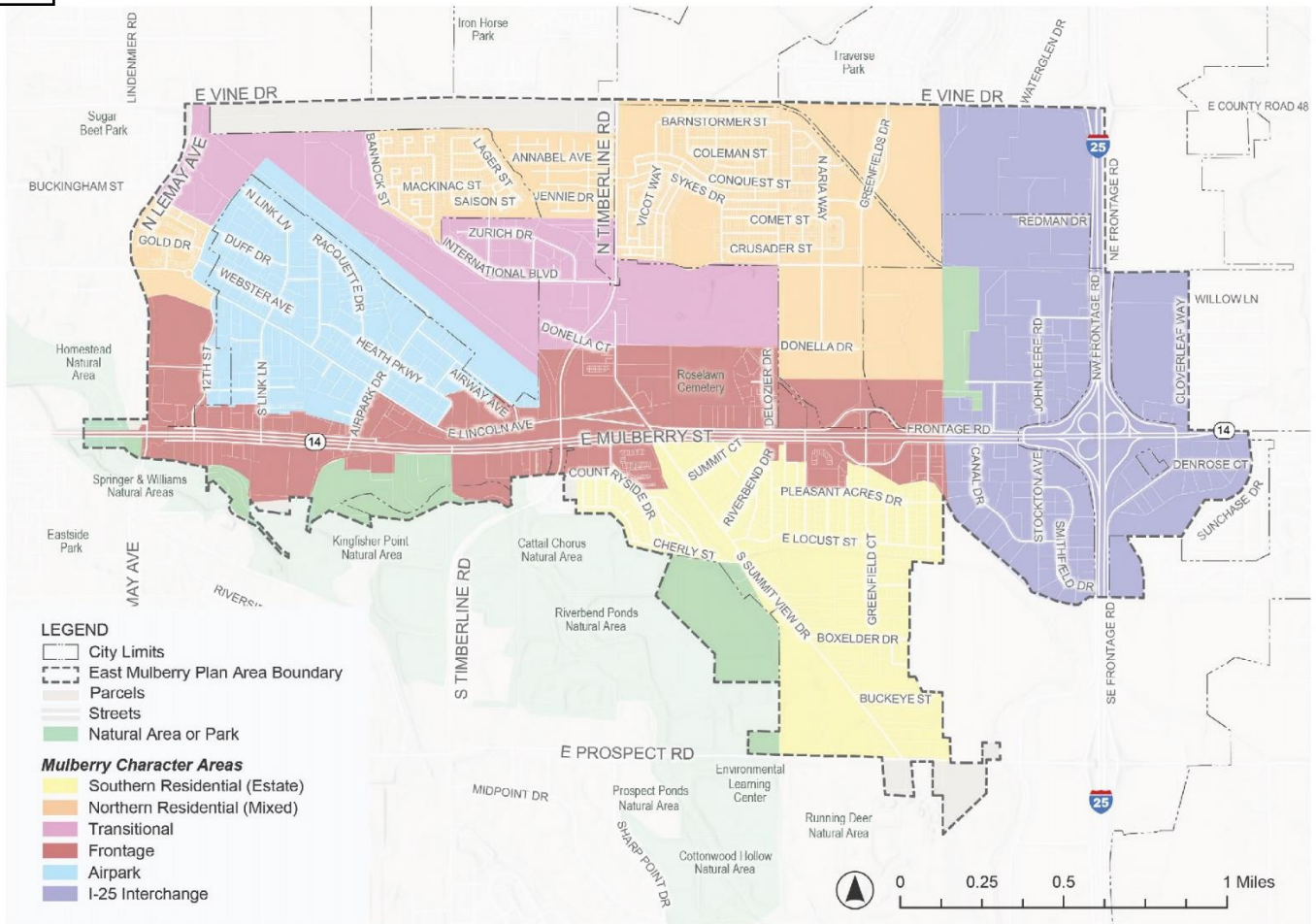
<b>Introduction</b>	This section provides background and context on the East Mulberry Plan Area.
<b>Character Areas</b>	The Character Areas section describes how character areas were formulated, the unique attributes of the character areas, and how character areas serve to provide more customized recommendations within the plan strategies.
<b>Goals &amp; Strategies</b>	The Goals & Strategies section contains the goal statements for the East Mulberry Plan Area as well as the policies and strategies that will help bring these goals to fruition.
<b>Implementation</b>	This section includes the place type framework plan that envisions the future place types within the East Mulberry Plan Area, the Transportation Framework Map, and the Development Review Framework.
<b>Annexation Thresholds</b>	The Annexation Thresholds section provides a detailed overview of the annexation thresholds approach, how thresholds will be identified, and how the thresholds approach could be managed in the long-term.

### **Introduction**

This section provides background and context on the East Mulberry Plan Area, including history of the area since the 1950s, a comprehensive review of existing conditions, community priorities and what we heard through community engagement, and review of the formation of the enclave and the general purpose of annexation.

### **Character Areas**

The East Mulberry Plan Area is a large area that encompasses various land use types. While several of the goals above apply to the entire area, each of the distinct land use types requires some specificity when it comes to the application of each goal. That said, the plan area has been divided into distinct Character Areas. Considerations for defining character area boundaries included land uses, the built form, transportation system factors, and other defining aspects of each area. Character areas are not intended to create hard edges or boundaries, but instead generally serve to define and strengthen each area's distinct qualities. The map of all Character Areas is depicted below:



The Plan Area has been broken into 6 distinct Character Areas:

- Airpark
- East Mulberry Frontage
- I-25 Interchange
- Northern Residential (Mixed)
- Southern Residential (Estate)
- Transitional

Through community engagement and internal staff conversations, specific issues and areas of opportunity continued to present themselves. Many of these issues are geographically tied to a specific character area given the diversity of land uses and context across the Plan Area. For example, small-business preservation and support continued to come up for industrial business owners within the Airpark area, while concerns about crime and aesthetics came up frequently for business-owners within the I-25 Interchange area. As mentioned above, while several of the plan goals apply to all character areas, there are unique priorities and implementation action items for future consideration.

## Goals and Strategies

When approaching this update to the East Mulberry Plan, study of existing conditions and conversations with residents and business owners reveal the complexity and challenge of planning within this area. The diversity and uniqueness of land uses, combined with the desire to simultaneously preserve many things about the plan area, while at the same time, improving other aspects, like deteriorating infrastructure and

lack of community amenities, pose a unique challenge from a planning perspective. For these reasons, establishing a set of goals that cover a wide breadth of elements impacting the East Mulberry Plan area felt like an appropriate way to balance both the preservation and augmentation needs of this area that a single vision statement could not adequately capture. The plan goals speak to desired future outcomes for the plan area and were collaboratively generated with community members and staff.

There are seven major goals within the East Mulberry Plan. Below each of the seven plan goals are strategies and implementation action items. Strategies are action-oriented statements that support achievement of the goal. The implementation action items are more specific than the strategy statements and provide more detailed methods for how the strategies may be achieved.

Because annexation of the East Mulberry Enclave under a thresholds approach may take a long time, the sections called “Note on Fulfillment of this Strategy” acknowledge that implementation of these strategies and implementation action items are mostly dependent on when the areas are brought under city jurisdiction. Ongoing coordination and collaboration with Larimer County will continue throughout a threshold annexation strategy.

- *Goal 1: Commercial/Industrial Hub (industrial/ag uses):* Foster a healthy and prosperous commercial and industrial hub for the City, while remaining viable for small businesses and industry.
- *Goal 2: Stormwater infrastructure:* Master plan, construct and maintain stormwater infrastructure to provide safe conveyance of stormwater flows and reduce flood risk.
- *Goal 3: Multimodal (mobility, streets):* Plan and support safe and comfortable infrastructure for multi-modal transportation.
- *Goal 4: Community Access (amenities & services):* Increase access for residents and businesses to community amenities & services.
- *Goal 5: Housing Affordability:* Explore mechanisms to maintain housing affordability and existing character of residential neighborhoods.
- *Goal 6: Historic, Cultural, Natural Features (ecological health):* Protect and promote natural, historic, and cultural resources that support a cohesive and resilient community using nature-based solutions.
- *Goal 7: Gateway Aesthetic:* Improve the function and visual appearance of the Mulberry & I-25 interchange and Mulberry Street frontage as a gateway into Fort Collins.

## Implementation

The Implementation Section explores more practically how the goals, strategies, and implementation action items recommended within this plan could be accomplished. Within this section, there is a Place Type Framework map that depicts future land uses, a Transportation Framework map that explores a potential transportation network, and a Development Review Spectrum to guide future development activity in the East Mulberry Plan Area.

*Place Type Framework:* Place Types were developed through the creation of the most recent iteration of City Plan, adopted in 2019. These place types provide a framework for the ultimate buildout of Fort Collins and help guide future land use decisions, such as initial zoning when areas of the East Mulberry Enclave are annexed. Place types are not zoning districts but instead broader categories that focus on the types of land uses and development intensities to encourage.

*Transportation Framework:* The Transportation Framework map depicts connectivity needs, proposed streets for augmentation, and areas that require future evaluation and improvement. Some areas, such as the East Mulberry Street corridor, would benefit from a standalone design effort in partnership with the



Colorado Department of Transportation (CDOT). This framework is not meant to be a comprehensive transportation plan and is instead a reflection of opportunities and concerns surfaced through community and internal staff engagement.

*Development Review Spectrum:* The Development Review Spectrum highlights typical requirements and areas of flexibility for site upgrades within the City of Fort Collins' development review process. The purpose of this spectrum is to provide a structured and strategic approach for revitalizing and improving properties over time as they come through the City's Development Review process. It can also serve as a resource for Larimer County reference when reviewing properties within the East Mulberry Enclave that are going through the County's Development Review process, but not yet eligible for annexation. Each of the categories outlined within this spectrum highlights the requirements based on the level of proposed site improvements and the priorities for each of the corresponding City departments.

### **Threshold Annexation Strategy**

The Annexation Threshold strategy occupies its own section of the East Mulberry Plan but continues to detail implementation of this potential approach. Staff have been further analyzing and exploring this potential approach for Council consideration. This approach is based on "Thresholds". Thresholds are a set of conditions that when reached, may represent an opportune time to consider annexations of portions of the East Mulberry Enclave. When a threshold is identified, strategic annexation of the area in question and the surrounding parcels could be initiated. Thresholds for consideration could include a combination of predictable or anticipated events, opportunities, and other defined conditions. Specifically, opportunities to achieve city priorities, major development/redevelopment activity, maintenance of logical jurisdictional boundaries, funding opportunities, and infrastructure upgrades. In many cases, thresholds would be initiated when future conditions are met, therefore, thresholds and opportunities to consider annexation may be spread across a longer time horizon. Some potential thresholds that staff have begun formulating for evaluation include:

- *Maintaining Logical Boundaries:* Over time, voluntary annexation establishes a smaller enclave or area that is essentially surrounded by City of Fort Collins. To create or maintain logical boundaries for enforcement, provision of services (i.e., police services, roadway/sidewalk improvements, and create areas of compatible land uses), annexation of the parcels to form more logical or contiguous boundaries may be a threshold.
- *Proactive Resource Protection:* Imminent impact to a critical natural resource or buffer. To apply natural resource protection under city codes, this may be considered a threshold for considering annexation.
- *Redevelopment Risk:* A redevelopment risk threshold represents the ability to preserve mobile home parks and other sources of naturally occurring affordable housing. Future property sales may pose risk of redevelopment to existing mobile home parks. To protect these sources of existing affordable housing stock, bringing the mobile home park into the City of Fort Collins could allow application of the City's Manufactured Housing district, which would aid in preservation of these communities.
- *External Funding and Capital Project Alignment:* This threshold is related to receipt of external funding that could help alleviate some of the cost burden associated with annexation. It also would include the ability to consider annexation of areas containing multiple priority project sites from adopted plans.

### **Example Threshold**

During the October 10, 2023, Work Session, staff explored with Council an example threshold that demonstrated what types of considerations would be made when examining potential thresholds. The example threshold combines a variety of the identified categories and how potential annexation boundaries could be established for Council consideration. While this example was meant to illuminate the threshold annexation process, the example is not included in the Draft Plan document and will not be included in the final version of the Plan. The example threshold is included as an attachment to this Agenda Item Summary.

## CITY FINANCIAL IMPACTS

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When a phased approach to annexation of the East Mulberry area was contemplated, a full financial modeling tool was built by a financial consultant, Economic & Planning Systems (EPS) in partnership with our Finance team. The results of that modeling are included in appendices attached to the plan document. While the modeling tool was originally created to evaluate the potential costs of a phased approach for both governmental and utilities services, the model can still be used to evaluate costs associated with a potential annexation through the thresholds approach. The evaluation framework and associated analysis would be applied consistently to study each threshold, offering predictability and standardization within this approach.

Each time a threshold is triggered, an analysis period begins for the areas within the proposed threshold boundary. This analysis period would include an extensive cost analysis in partnership with each of the departments that would be providing services if the threshold area were to be annexed. The Planning department would take lead in facilitating a team from across the system toward a realistic timeline for service and a cost estimate based on various time periods and level of service. At a minimum, the analysis team would include Finance, Utilities (Light & Power & Stormwater), Streets, and other supporting departments depending on the area being considered. A full report of findings would be presented to Council for consideration and feedback. At this time, geographic threshold boundaries and resource adjustments could be honed.

## BOARD / COMMISSION / COMMITTEE RECOMMENDATION

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Staff have presented to several Boards and Commissions, including the Economic Advisory Board, the Transportation Board, the Bicycle Advisory Board, and the Planning & Zoning Commission. Staff have also presented to Larimer County Board of Commissioners on several occasions, and to the Larimer County Agricultural Board. A recommendation from the Economic Advisory Board has been received and is attached to this AIS. The Planning & Zoning Commission will review the plan at their November 16, 2023, hearing. A recommendation and meeting notes will be provided in a read-before memo prior to the November 21, 2023, regular Council meeting.

## PUBLIC OUTREACH

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Community engagement for this plan began in 2020 and has focused primarily on the business owners and residents within this area. While this area is important to the community of Fort Collins and the Northern Colorado region as a whole, Area Plan engagement usually occurs first with those who experience and interact with the place on a daily basis as an employee, business owner, resident or a combination of these.

During the December 13, 2022, Council Work Session, members of Council directed staff to perform a full update of the existing 2002 East Mulberry Corridor Plan and to explore the annexation thresholds approach (formerly referenced as tipping points). As part of this exploration into annexation thresholds, staff launched a new series of public outreach events to inform and engage residents and businesses on the proposed thresholds approach. Most recently, staff held an open house on October 26, 2023, from 3 to 7 p.m. in the East Mulberry area.

### *Recent Project Activities*

A series of four sessions were held spanning February and March of 2023. At these virtual and in-person sessions, staff offered a 45-minute presentation, followed by a 45-minute Q&A session to allow attendees to clarify questions and share concerns with staff members. A report prepared by the Institute for the Built Environment (IBE) documents the community engagement activities that occurred between February and March of 2023. This and other engagement summaries from previous engagement events are included as an appendix in the plan document.

As noted in the IBE report, notification methods used to inform and invite residents and community members to these events in February and March 2023 included:

- Over 2,200 postcard invitations were mailed to all addresses within the East Mulberry Enclave.
- Press Release distributed February 23, 2023.
- Over 200 in-person business visits to hand delivered invitations.
- Invitation and event reminders distributed to over 300 East Mulberry email newsletter subscribers.

*Previous Engagement:* The engagement activities that took place in February and March of 2023 are just the most recent events in an extended series of engagement work that has been conducted as part of the East Mulberry Plan update efforts. It is important to note that in addition to the most recently heard feedback, previous community and business feedback is being utilized to formulate recommendations in the updated East Mulberry Plan. As previously mentioned, summary documents of all engagement activities spanning the project history are included as an appendix in the plan.

Beginning in 2020, some of the notable previous engagement activities included the following:

- East Mulberry Business Focus Groups, August 2020
- Community Q&A Sessions, April 2021
- Community Visioning Sessions, June 29, July 14, and August 4, 2021
- Online Visioning Survey, Summer 2021
- Community Advisory Group Meetings – five meetings spanning October 2021 through April 2022
- Community Workshops, October 2021
- Community and Business Workshops, January and February 2022

Some of the primary opportunities and priorities that have been highlighted thus far in the public engagement process and internal conversations include:

- Infrastructure and Development
  - Flooding and its impact on the community
  - Integrated transportation system connecting neighborhoods to the surrounding area
  - Safety and accessibility
  - Sustainable development practices
- Gateway and Entry Aesthetic
  - An interest in aesthetic improvements at the I-25 and East Mulberry interchange as well as along the East Mulberry Highway corridor
  - An interest in maintaining the diverse uses within the area
  - An interest in preserving the industrial and agricultural function and character of the area
- Amenities and Services
  - Access to essential amenities and services, such as parks, schools, and grocery stores
  - Residents and business owners have struggled with issues related to vandalism, drug use, and homelessness, especially near the I-25 interchange
- Housing and Gentrification

- Interest in preserving the affordability in the area

## **ATTACHMENTS**

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First Reading attachments not included.

1. Ordinance for Consideration
2. Exhibit A to Ordinance



ORDINANCE NO. 162, 2023  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
ADOPTING THE EAST MULBERRY PLAN AS AN UPDATE  
OF THE 2002 EAST MULBERRY CORRIDOR PLAN

WHEREAS, in 2002, City Council adopted the East Mulberry Corridor Plan as an element of City Plan to guide development and annexation within the area covered by the plan, a large portion of which was and still is located outside of City limits but within the City's Growth Management Area; and

WHEREAS, since 2002, conditions have changed within the area addressed by the East Mulberry Corridor Plan and across the City including the formation of the East Mulberry Enclave in 2018, updating of key City policy documents including the City's Comprehensive Plan ("City Plan"), substantial development activity, and changing market conditions; and

WHEREAS, such changes necessitated an update of the East Mulberry Corridor Plan to provide updated guidance for the City, Larimer County, and the community members living and working within the area; and

WHEREAS, the updated plan has been renamed as the East Mulberry Plan; and

WHEREAS, in drafting the East Mulberry Plan, City staff has coordinated with Larimer County and conducted extensive outreach with residents and business owners within the area covered by the plan; and

WHEREAS, on November 16, 2023, the Planning and Zoning Commission on a vote of five (5) to zero (0), with two commissioners absent, recommended that City Council adopt the East Mulberry Plan; and

WHEREAS, City Council finds that the East Mulberry Corridor Plan adopted in 2002 is in need of updating in light of changed circumstances and that the East Mulberry Plan promotes the public welfare and is consistent with City Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the East Mulberry Plan, attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby adopted as an element of City Plan and shall update and replace the East Mulberry Corridor Plan adopted in 2002.

Section 3. That the East Mulberry Plan is advisory only and is not intended to establish development standards or requirements applied through the Land Use Code to any development

within the City unless a provision of the Land Use Code, other than a provision of Article 1, explicitly applies all or a portion of this plan as a development standard or requirement.

Introduced, considered favorably on first reading and ordered published this 21st day of November, 2023, and to be presented for final passage on the 5th day of December, 2023.

---

Mayor

ATTEST:

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City Clerk

Passed and adopted on final reading this 5th day of December, 2023.

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Mayor

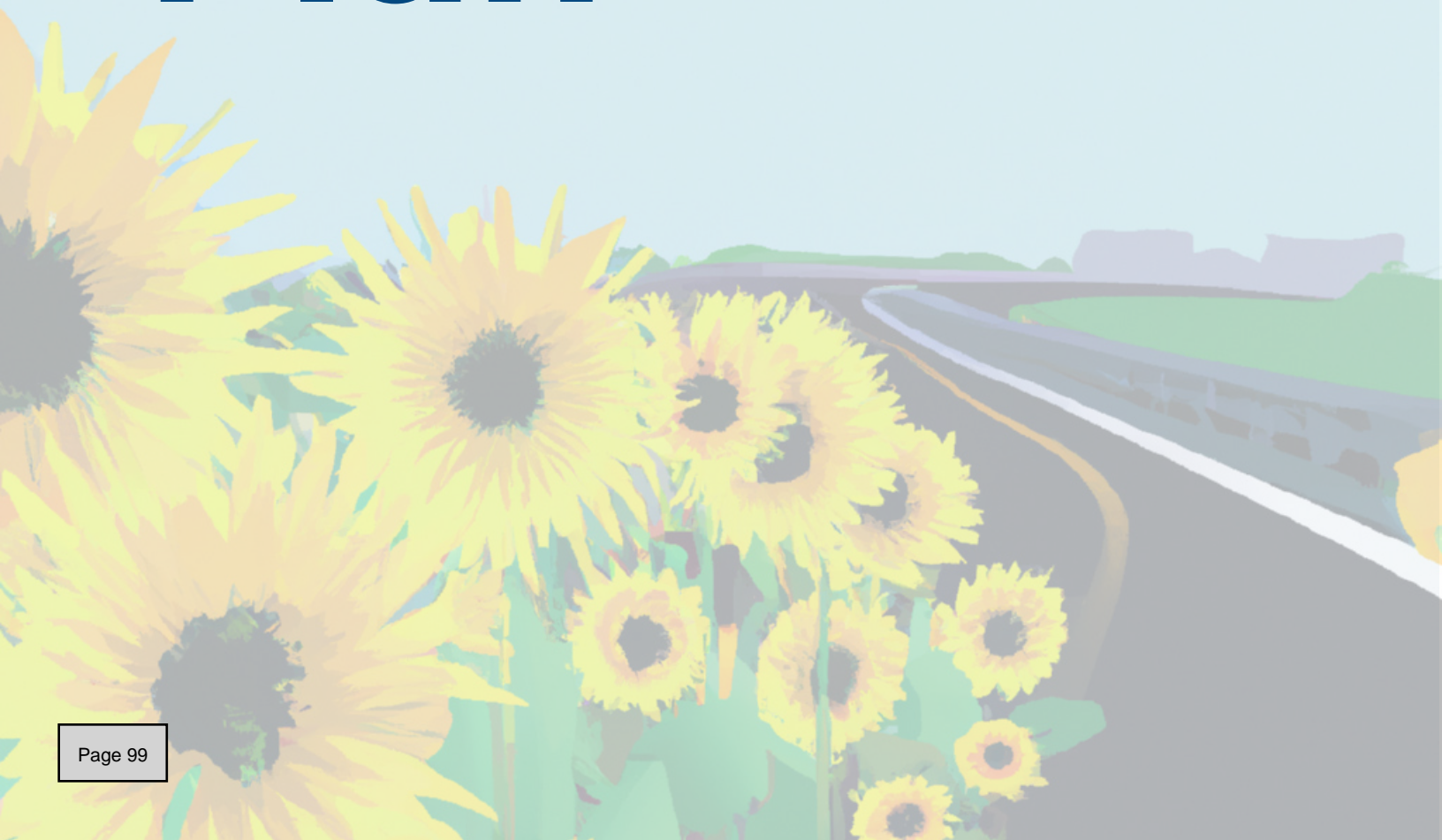
ATTEST:

---

City Clerk



# East Mulberry Plan



## Acknowledgments

### City Council

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

### Planning and Zoning Commission

Michelle Haefele  
 David Katz (Chair)  
 Adam Sass  
 Ted Shepard  
 Julie Stackhouse (Vice Chair)  
 Samantha Stegner  
 York

### City Leadership

Kelly DiMartino, City Manager  
 Tyler Marr, Deputy City Manager  
 Travis Storin, Chief Financial Officer  
 Caryn Champine, Director of PDT  
 Paul Sizemore, Director of CDNS

### Boards and Commissions

Planning and Zoning Commission  
 Larimer County Board of County Commissioners  
 Transportation Board  
 Economic Advisory Board

### Members of the Public

Many property owners, residents, and members of the public participated in this planning effort. Thank you to all who contributed to the Plan.

### Community Advisory Group

The Community Advisory Group was comprised of residents and business owners from within the East  
 Plan Area.

### Staff Project Management Team

Megan Keith, Senior Planner  
 Ryan Mounce, City Planner  
 Sylvia Tatman-Burruss, Senior Policy Manager  
 Shawna Van Zee, City Planner  
 Janelle Guidarelli, Associate Planner

### Staff Core Team Working Group

Drew Brooks, Deputy Director of PDT  
 Michael Bussman, Lead Business Specialist  
 Caryn Champine, Director of PDT  
 Clay Frickey, Interim Planning Manager  
 Rebecca Everette, Larimer County Community Development Director  
 SeonAh Kendall, Director of Economic Sustainability  
 Amanda King, Communications Director  
 David Lenz, Director of Financial Planning & Analysis  
 Paul Sizemore, Director of CDNS  
 Travis Storin, Chief Financial Officer  
 Greg Yeager, Deputy Chief of Police

### Plan Team Working Group

Phillip Amaya	Kirk Longstein
Kraig Bader	Seth Lorson
Dave Betley	Cody Snowdon
Dashiell Bubar-Hall	Brad Yatabe
Maren Bzdek	Marcy Yoder
Heidi Hansen	

### Business Community Participants

Fort Collins Area Chamber of Commerce, Local Legislative Affairs Committee.

### Consultant Team

Metta Urban Design  
 Economic and Planning Systems  
 Institute for the Built Environment

*This policy plan is advisory only, and it is not intended to establish development standards applied through the Land Use Code to any development within the City of Fort Collins unless a provision of the Land Use Code, other than a provision set forth in Article 1, explicitly applies all or a portion of this plan as a development standard.*

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# 1 Introduction

**About this Document**  
**Introduction to East Mulberry**  
**Planning for East Mulberry**  
**Why Update, Why Now?**



Item 12.

# About this Document

## East Mulberry Plan Update

### PURPOSE & INTENT

The 2023 East Mulberry Plan serves as an update to the previously adopted 2002 East Mulberry Corridor Plan. The Plan incorporates new goals, the Plan policy direction and action items for the next 10-20 years based on extensive business-owner and resident feedback within the area and internal policy discussions amongst City staff. Much like the previously adopted plan, the East Mulberry Plan will continue to be a guidance document for Larimer County staff prior to annexation and a policy document for future areas potentially annexed into Fort Collins. The Plan incorporates recently completed planning efforts and studies, including the City Plan, the Transportation Master Plan, the Active Modes Plan, the Parks and Recreation Master Plan, and other relevant work related to utilities and small business support services.

### PLAN ORGANIZATION

*The Plan is organized into the following sections:*

#### 1. INTRODUCTION

- About this Document
- Introduction to East Mulberry
- Planning for East Mulberry
- Why Update, Why Now?

This section provides background and context on the East Mulberry Plan Area. Coverage of existing conditions, how the plan area is evolving, and community and stakeholder input frame why this plan update is needed.

#### 2. CHARACTER AREAS

This section introduces Character Areas and describes the unique characteristics of each easily identified area within the East Mulberry Plan Area.

#### 3. GOALS & STRATEGIES

- Plan on a Page
- Goals & Strategies

The Big Ideas section contains the goal statements for the East Mulberry Plan Area as well as the policies and strategies that will help bring these goals to fruition.

#### 4. IMPLEMENTATION

- Place Types Framework
- Transportation Framework
- Development Review Framework

This section provides guidance related to plan implementation, including the place type framework plan that envisions the future place types within the East Mulberry Plan Area, the transportation framework plan, and the development review framework plan.



#### 5. ANNEXATION

- Annexation Thresholds Framework

This section includes a discussion of the annexation thresholds strategy.

### How to Use this Document

In addition to the five sections and appendices of the East Mulberry Plan Document, you will see the gray call-out boxes like this one indicating terminology or more detailed information on supporting plan items.

-  When you see this 'Information' icon it either indicates a definition of terms or additional information on a subject.
-  When you see this icon, funding sources for implementation of the goals and strategies are addressed.

Item 12.

# Introduction to East Mulberry

East Mulberry began to develop as an industrial and agricultural area in the 1950s, separated from the core of Fort Collins. Residential neighborhoods to the south were predominantly developed in the 1960s, as a combination of large lots and traditional suburban block patterns. As Fort Collins grew geographically, the East Mulberry area became surrounded by commercial and residential development.

East Mulberry remains an important gateway into the City of Fort Collins and connects downtown and Colorado State University campus to I-25. It is also a Scenic Byway and gateway to the Poudre Canyon. The East Mulberry “enclave” - an area of unincorporated Larimer County surrounded by the City of Fort Collins, was established in 2018 and encompasses roughly 2,500 acres of land to the east of Downtown Fort Collins. The area is now comprised of over 400 businesses, serving customers both locally and internationally.

**400**  
BUSINESSES

**5141**  
RESIDENTS

**4.6**  
SQ. MILES  
**2500+**  
ACRES

## THE AREA IS UNIQUE IN SEVERAL WAYS:

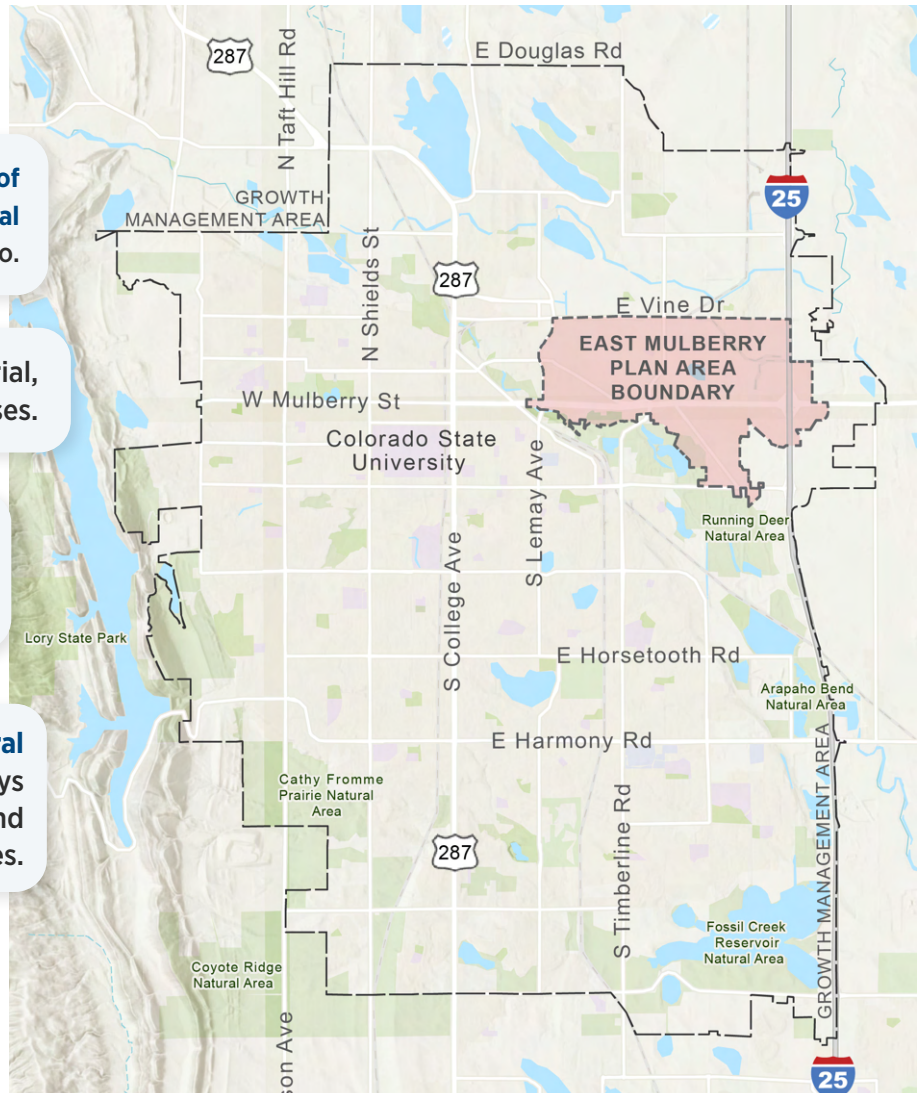
It is the **largest concentration of independent and industrial businesses** in Northern Colorado.

It is a **mixed-use area** of industrial, commercial/retail, and residential uses.

It is a **gateway** to Downtown, the Poudre Canyon, and is the start of the designated Highway 14 Scenic Byway.

It is a **unique confluence of natural areas, floodways, and waterways** with multiple jurisdictions and agencies providing services.

The East Mulberry Plan Area is located in the Northeastern section of Fort Collins, at the gateway of Interstate I-25 to the east, East Vine Drive to the north, Lemay Avenue to the west and the Poudre River to the South.



# Introduction to East Mulberry

## History of East Mulberry



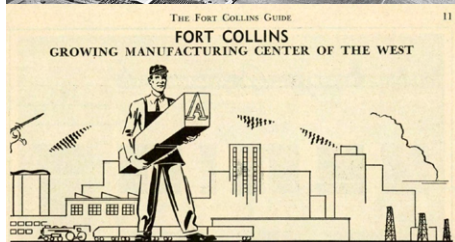
**State Highway (SH) 14** began as a dirt road surrounded by farms and ranches, stretching from Fort Collins east beyond Ault and west to the Poudre Canyon. The highway later became East Lincoln Avenue.



1950s

**East Mulberry began to develop as an industrial and agricultural area in the 1950s, separated by the Poudre River from the city core of Fort Collins.**

**The SH 14 Bypass** was created in the 1950s and soon became more traveled than the older East Lincoln Avenue. By 1957 it was no longer a bypass but relabeled as SH14.



**The Greeley Water Transmission Line** that ran diagonal northwest to southeast along East Lincoln Avenue/Summit View Drive helped to shape the area. Many of the early businesses and homes were built on this diagonal to tap into the line for a steady water supply. Only later did the City of Fort Collins and other utility companies provide water to developing areas east of city limits.



1960s

**Much of the development in this area occurred under County jurisdiction in the 1950s and 1960s. As Fort Collins grew geographically, the East Mulberry area became surrounded by commercial and residential development.**

**Residential neighborhoods** to the south were predominantly developed in the 1960s, some as large lots and others with more traditional suburban block patterns.



**The Fort Collins Downtown Airport** (originally named "Airpark" and now "Airport") was constructed during the spring and summer of 1966 and opened the following fall with a 2,700ft runway and ten "T" hangars, housing about 25-30 planes. The thirty stockholders who financed the airport also built the industrial park to the southwest.

**As Fort Collins began to grow more rapidly in the 1960s and 1970s, staff and elected officials from Larimer County and the City of Fort Collins began to discuss a formal service-area agreement for the East Mulberry area, which would also set the stage for a potential future annexation.**



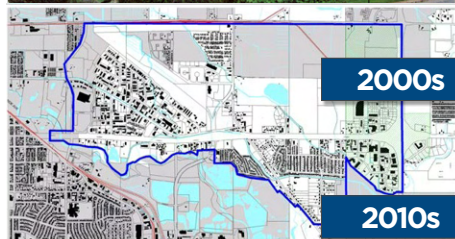
1980s

**Fort Collins and Larimer County establish an Intergovernmental Agreement to set Fort Collins' Growth Management Area, which includes the Mulberry Corridor.**



1990s

**Discussions regarding the future of East Mulberry became more detailed in 1997 when the City of Fort Collins identified this area of land as a priority for planning in anticipation of potential future annexation.**



2000s

**East Mulberry Corridor Plan Adopted**



2010s

**The East Mulberry "enclave" was established in 2018 and encompasses roughly 2,500 acres of land to the east of Downtown Fort Collins. The area is now comprised of over 400 businesses, serving customers both locally and internationally.**



2023

**East Mulberry Plan Update**



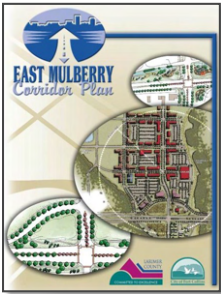
# Planning for East Mulberry

## Updating the 2002 East Mulberry Corridor Plan

In 2002, the development of the East Mulberry Corridor Plan (EMCP) was led by staff at the City of Fort Collins and was jointly adopted by Fort Collins City Council and the Larimer County Board of County Commissioners. Objectives outlined in the EMCP include provision and maintenance of public facilities and services, annexation, costs of improvements, redevelopment, and streetscape design. The EMCP acknowledged that continued growth and change may impact current conditions, including the robust industrial business mix and the rural feel of the residential neighborhoods.

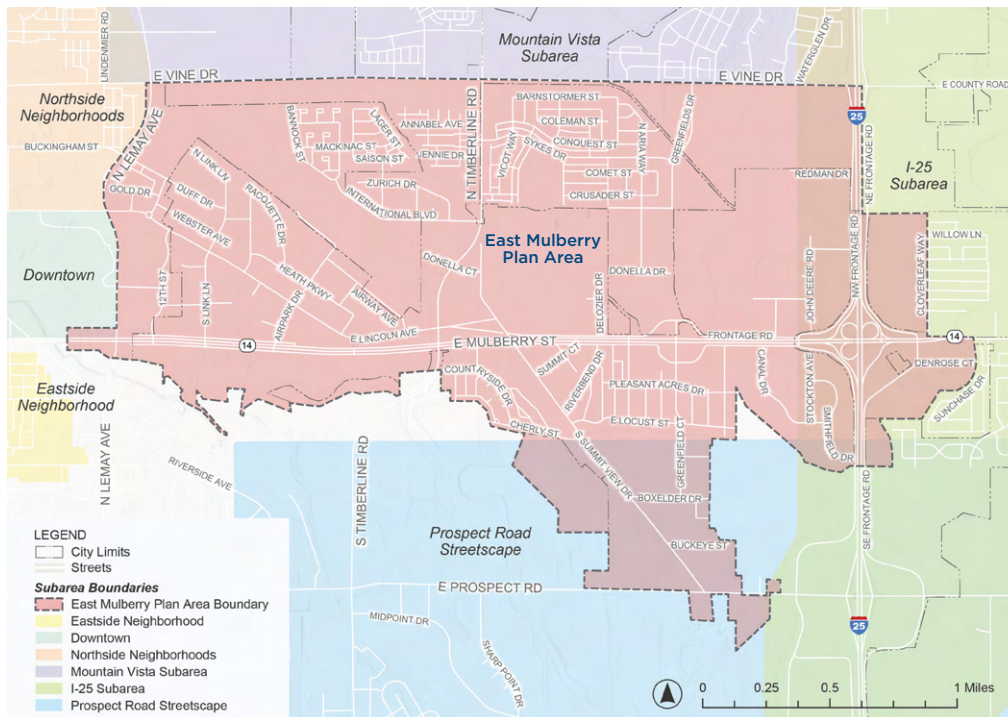
### 2002 EAST MULBERRY PLAN TOPICS INCLUDE:

- Goals for the future of the area
- Allowed land uses
- Look & feel of the area
- Public transportation needs
- Bicycle & pedestrian infrastructure



While some of the objectives from the 2002 plan will carry over into the new plan, the new plan will address concepts and services that have changed since 2002 and update policies and objectives to align with various plans that have been adopted since, including City Plan, the Transportation Master Plan, the Active Modes Plan, and the Parks and Recreation Master Plan, among others.

## East Mulberry Plan Area



The **East Mulberry Plan Area** is the area of focus for both the 2002 East Mulberry Corridor Plan and this newly updated plan document. The plan area is different than the enclave area, but largely overlaps. Plan area boundaries are typically established based on other adjacent City of Fort Collins subarea plans. It is important that subarea plan boundaries do not largely overlap so that guidance for each area can remain clear. The East Mulberry Plan Area is adjacent to the Mountain Vista Subarea Plan, the Downtown Plan, the I-25 Subarea Plan, and the Northside Neighborhoods Plan.

**THE PLAN BOUNDARY FOR THE UPDATED 2023 EAST MULBERRY PLAN WAS ADJUSTED FROM THE 2002 EMCP BOUNDARY IN SOME LOCATIONS TO INCLUDE MORE OF THE AREAS CONTAINED WITHIN THE EAST MULBERRY ENCLAVE.**

**i** Refer to Page 24 for more information on Annexation and Enclave terminology

# Why Update, Why Now?

In the ever-evolving landscape of the East Mulberry Plan Area, it's important to recognize the dynamic nature of the built environment and the impact of changes in growth patterns, social structures, community goals, business trends, technology, and more.

Twenty years after adoption of the 2002 East Mulberry Corridor Plan, these changes warrant a reevaluation of existing goals and strategies for today's issues and tomorrow's opportunities. Through a comprehensive understanding of existing and changed conditions, reflection of past and present stakeholder input and priorities, and context from the history and formation of the East Mulberry Enclave, this plan seeks to address new and emerging issues and shape a vision and framework for the future of the East Mulberry Plan Area.

## I. EXISTING & CHANGED CONDITIONS

**Existing & Changed Conditions in the plan area since the EMCP in 2002, including infrastructure, growth, and development.**

## II. COMMUNITY PRIORITIES & WHAT WE HEARD

**Priorities have shifted since the 2002 EMCP; we're also hearing about new goals from a new generation of residents and businesses in the corridor.**

## III. EAST MULBERRY ENCLAVE & ANNEXATION

**Planning history of the East Mulberry Enclave and a reexamination of how future annexation for this area could occur.**

## I. EXISTING & CHANGED CONDITIONS

At the highest level, the Mulberry Corridor looks and functions much as it had twenty years ago in 2002 when the first East Mulberry Corridor Plan was adopted. It's a primary entrance to the community, an important commercial and industrial hub, and an area where one can best experience both the benefits and drawbacks of urban-level County development. Many of the same concerns that have long been associated with the corridor persist – street maintenance and traffic congestion, a lack of access to certain amenities, and uncertainty about the impacts and timing of potential annexation into the City of Fort Collins.

Dig deeper and changes in growth patterns, new development, and the application of recent community-wide goals and strategies present new opportunities and challenges. Many of the original 2002 EMCP strategies and implementation actions have also been completed or may no longer be relevant and invite further study of what elements of the original corridor plan should be continued forward.

### Transportation & Infrastructure

Development in the plan area spans more than seven decades across multiple jurisdictions and features an environment constructed to varying development standards, a patchwork of urban-level infrastructure, and an assortment of street maintenance quality. Compared with the broader community, one of the most recognizable characteristics of the corridor is its **lack of certain infrastructure such as curb & gutter, sidewalks, and on-site stormwater detention.**

- **STREETS & SIDEWALKS** pg. 13
- **STORMWATER** pg. 14
- **ELECTRIC GRID** pg. 14
- **BICYCLE & MULTIMODAL** pg. 15
- **TRANSIT** pg. 15

### Community Services & Infrastructure

While many policy goals for the community and plan area remain the same today as in 2002, there are also several policy areas where the community has established new goals and plans that will need to be contextualized to the East Mulberry Plan Area. **Key among these changes is the importance of Community Services & Infrastructure; including housing, recreation, equity and opportunity, and accessibility.**

- **OPPORTUNITY, EQUITY, & ACCESSIBILITY** pg. 16
- **FIRE & SAFETY** pg. 17
- **NATURAL AREAS & FEATURES** pg. 17
- **PARKS & RECREATION** pg. 17
- **HOUSING & AFFORDABILITY** pg. 18

### Changing Growth & Development Patterns

Over the past twenty years, new development in the East Mulberry Plan Area has been modest when compared to the broader community and region, and slower than originally anticipated by the market study completed for the 2002 EMCP. **However, since 2020, over 2,400 new residential units have been constructed or approved as part of future phased developments, which would represent almost a doubling of the housing in the plan area over the next 10-20 years.**

- **DEVELOPMENT & GROWTH** pg. 19
- **LAND USE** pg. 20
- **EMPLOYMENT & INDUSTRY** pg. 21



## Update, Why Now?

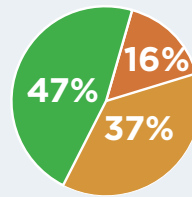
## i. Existing &amp; Changed Conditions

## Transportation &amp; Infrastructure

## STREETS &amp; SIDEWALKS

**Surface condition** is only one component of what the City calls, “Complete Streets” which include sidewalks, curb and gutter, bike lanes, and proper markings, among other details depending on the street type.

## Mulberry Enclave Street Surface Conditions

**47% - GOOD/SATISFACTORY**

Good asphalt surface condition, including few major cracks or potholes

**37% - FAIR/POOR**

Larger cracks and may have chips that have become potholes over time

**16% - VERY POOR/FAILING**

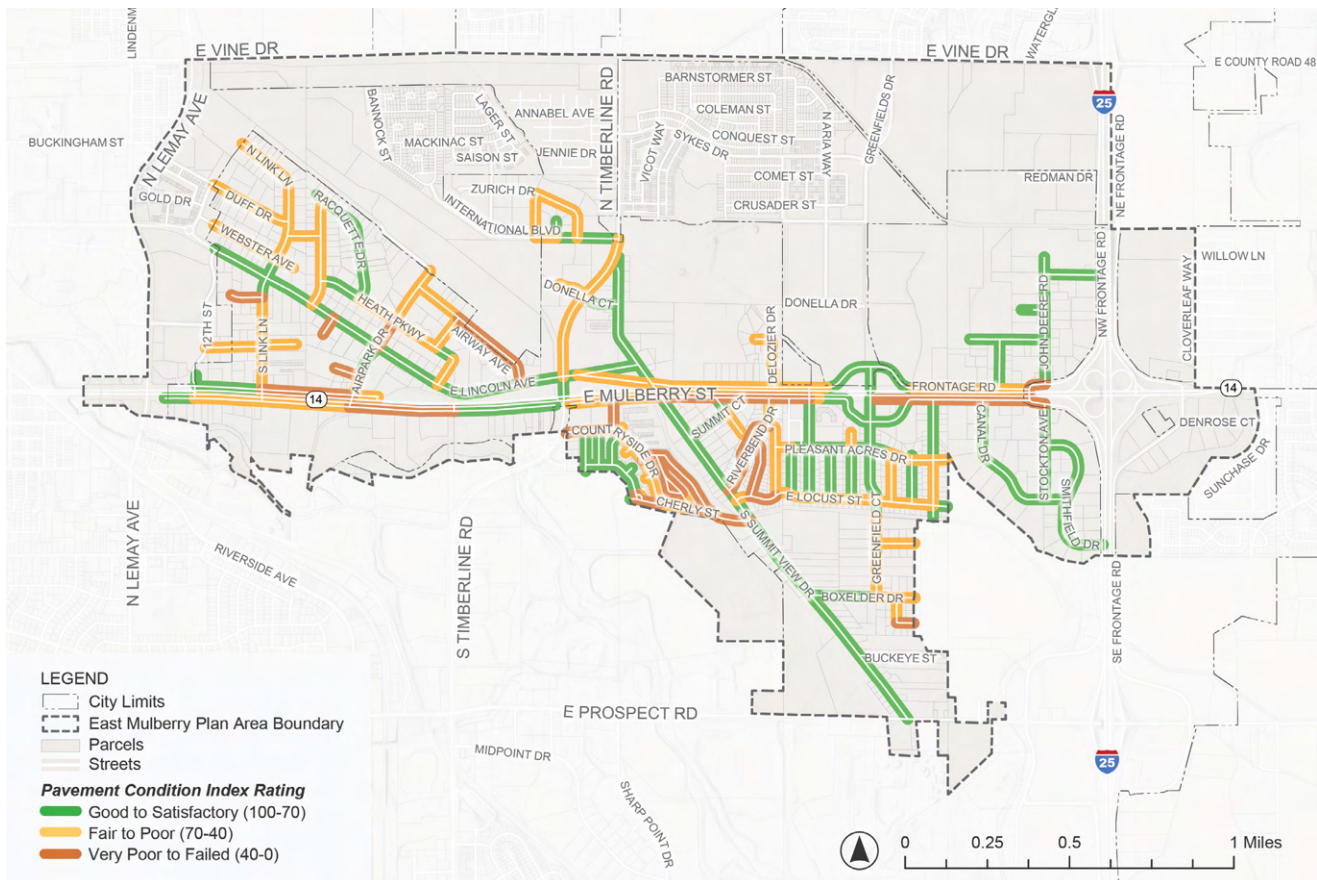
Large cracks and potholes. Generally, these streets must be completely rebuilt to be considered functional



**15%** of streets have sidewalks

**34%** of streets have Curb & Gutter

**50%** have markings (travel and bike lanes, shoulder demarcation)



Pavement Condition Data collected by the City of Fort Collins in 2021.

## SURFACE CONDITIONS OF ROADS MAP

The City of Fort Collins streets and maintenance are paid for through a combination of a dedicated 1/4-cent tax for street maintenance plus general fund dollars and are spread across the entire City. Some streets are maintained by the Colorado Department of Transportation (CDOT) including East Mulberry outside of City limits. Some streets within the East Mulberry area are maintained through Special Improvement Districts whereby business owners or residents' tax themselves and the money is managed and applied to the specified tax district. These are expected to remain in place through any future annexation activity.



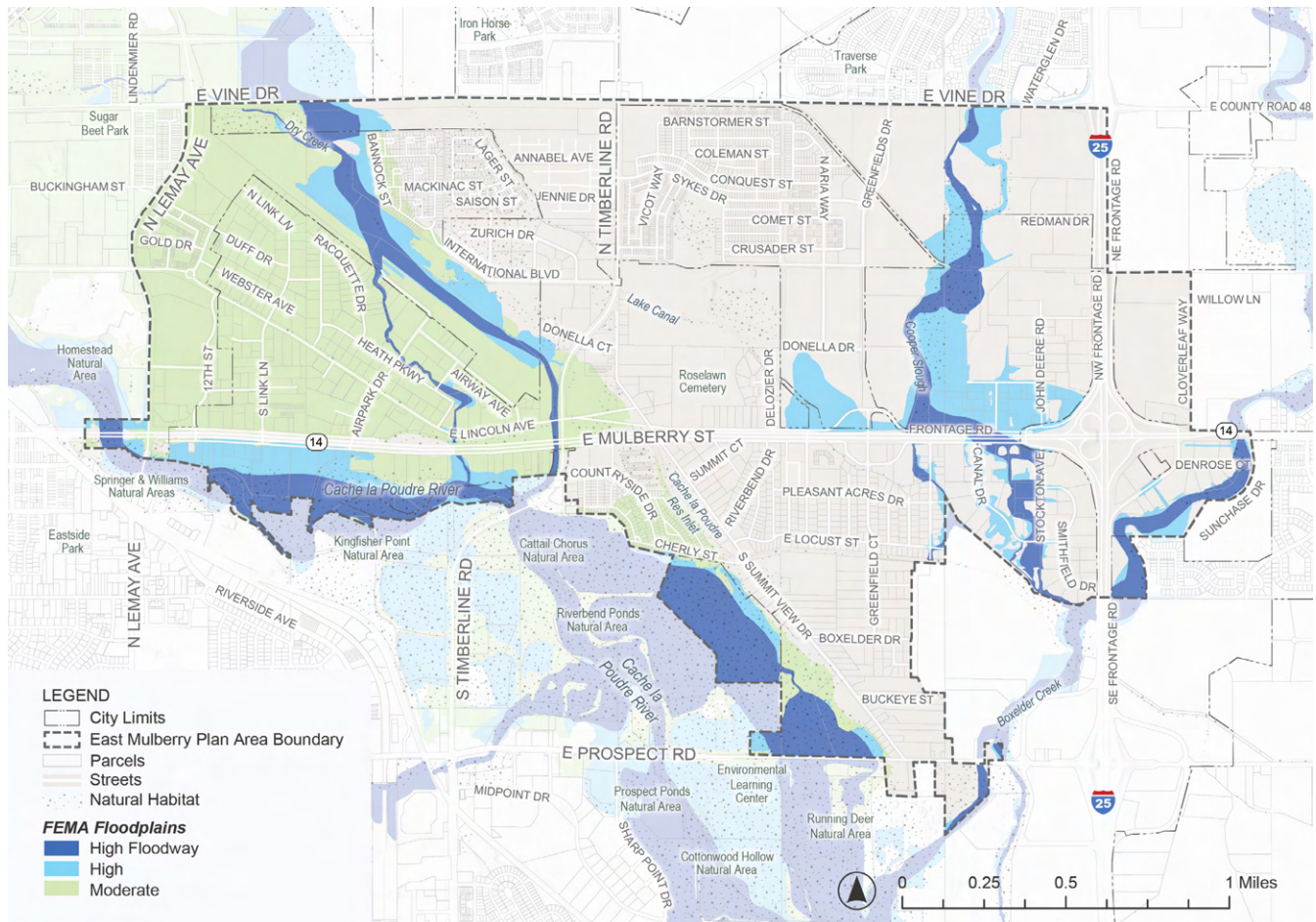
## STORMWATER

Stormwater infrastructure is comprised of several components, including street gutters, storm drains, open channels, underground culverts, regional and on-site detention areas, among others. Unlike streets, the stormwater system within the East Mulberry area has not yet been inspected or evaluated. A few known issues include:

- Stagnant water and flooding are significant concerns.
- Public stormwater infrastructure within the area is currently not being maintained.
- For the existing stormwater system to be evaluated, it will need to be flushed of sediment and debris and inspected. Once an inspection of the system has been conducted, a more thorough analysis can be done to understand what improvements need to be made to create a more functional stormwater system in the area.
- A capital improvement project is planned within the area to channel the Dry Creek floodway. This project would only be added to the capital improvement project list upon annexation of the area.



Stormwater infrastructure is built using several funding mechanisms, including Capital Projects funds, private funding through development projects and sometimes State and Federal funding.



Stormwater map source from 'Floodways' City of Fort Collins (2018) data, and FEMA (2023) data.

**FLOODWAY MAP**

## ELECTRIC GRID

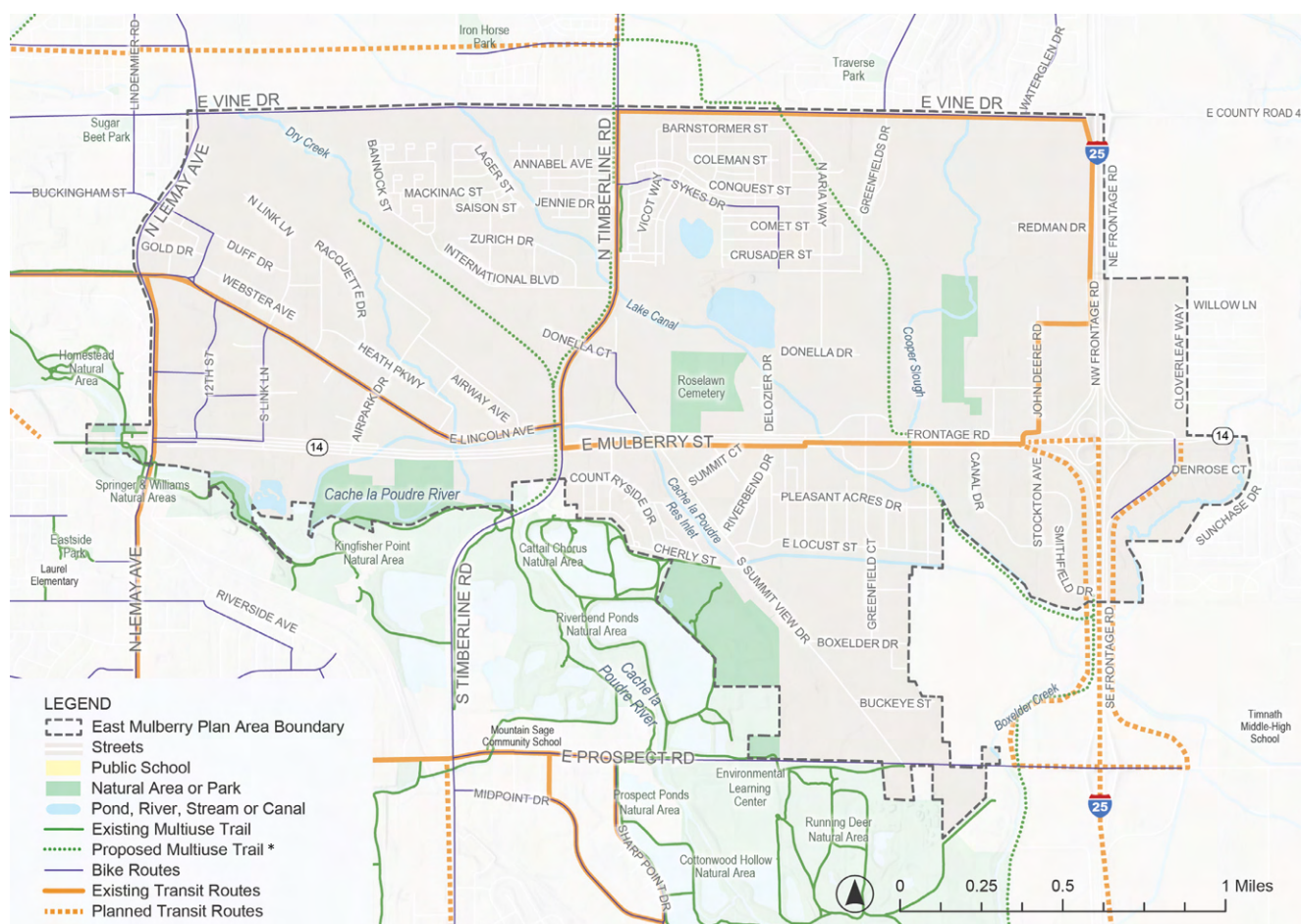
Much of the East Mulberry area is currently served by Poudre Valley REA and Xcel Energy. Most of this infrastructure is above ground, including poles and wiring. The majority of the electrical infrastructure within Fort Collins city limits is underground or planned to be underground in coming years. Upon annexation into city limits, existing infrastructure is purchased by City of Fort Collins Light & Power. When areas are developed or redeveloped, the development supports most of the cost of installing underground infrastructure to serve it. Other areas that are already developed do not have the same funding to support undergrounding, therefore the mechanism for undergrounding these areas is dependent on available



## BICYCLE & MULTIMODAL

The existing and most contiguous bicycle facilities in the East Mulberry Plan Area include the facilities on Vine Drive, Timberline Road, Lemay Avenue, Lincoln Avenue, and the Poudre Trail (these facilities are shown as bike routes on the map below). There are other shorter segments of bicycle facilities, but overall, this area has relatively few high-comfort bicycle or multimodal facilities. Vine Drive provides a continuous east-west bicycle facility, but it is classified as low comfort. Timberline Road is a north-south connection between Mountain Vista Drive and the neighborhoods in north Fort Collins, through the East Mulberry Plan Area, continuing all the way to south Fort Collins. However, like Vine Drive, the entire extent of Timberline Road is classified also as a low-comfort facility. Lincoln Avenue is the most direct east-west connection for bicycle traffic from Downtown Fort Collins into the East Mulberry Plan Area. There are conventional bike lanes on Lincoln Avenue until around 12th Street. Continuing east on Lincoln, bicycles use the road shoulder. Lincoln Avenue is also considered a low-comfort facility for bicycle travel.

The Poudre Trail parallels the flow of the Poudre River and passes through portions of the East Mulberry Plan Area. This multi-use trail provides a high-comfort pathway for walking and biking. The East Poudre Trail continues southwest to nearby the Running Deer Natural Area and northwest through Laporte to Bellvue.



\*Source of the proposed multiuse trails comes from the City's Paved Recreational Trail Master Plan and the Planned Transit Routes come from the City's Transportation Master Plan.

TRAILS, BICYCLE, & TRANSIT MAP

## TRANSIT

The Transfort Route 14 bus serves the East Mulberry area. The route runs from the Downtown Transit Center largely on Lincoln Avenue, John Deere, Vine, and Timberline.



## Update, Why Now?

## i. Existing &amp; Changed Conditions

## Community Services &amp; Infrastructure

## OPPORTUNITY, EQUITY, &amp; ACCESSIBILITY

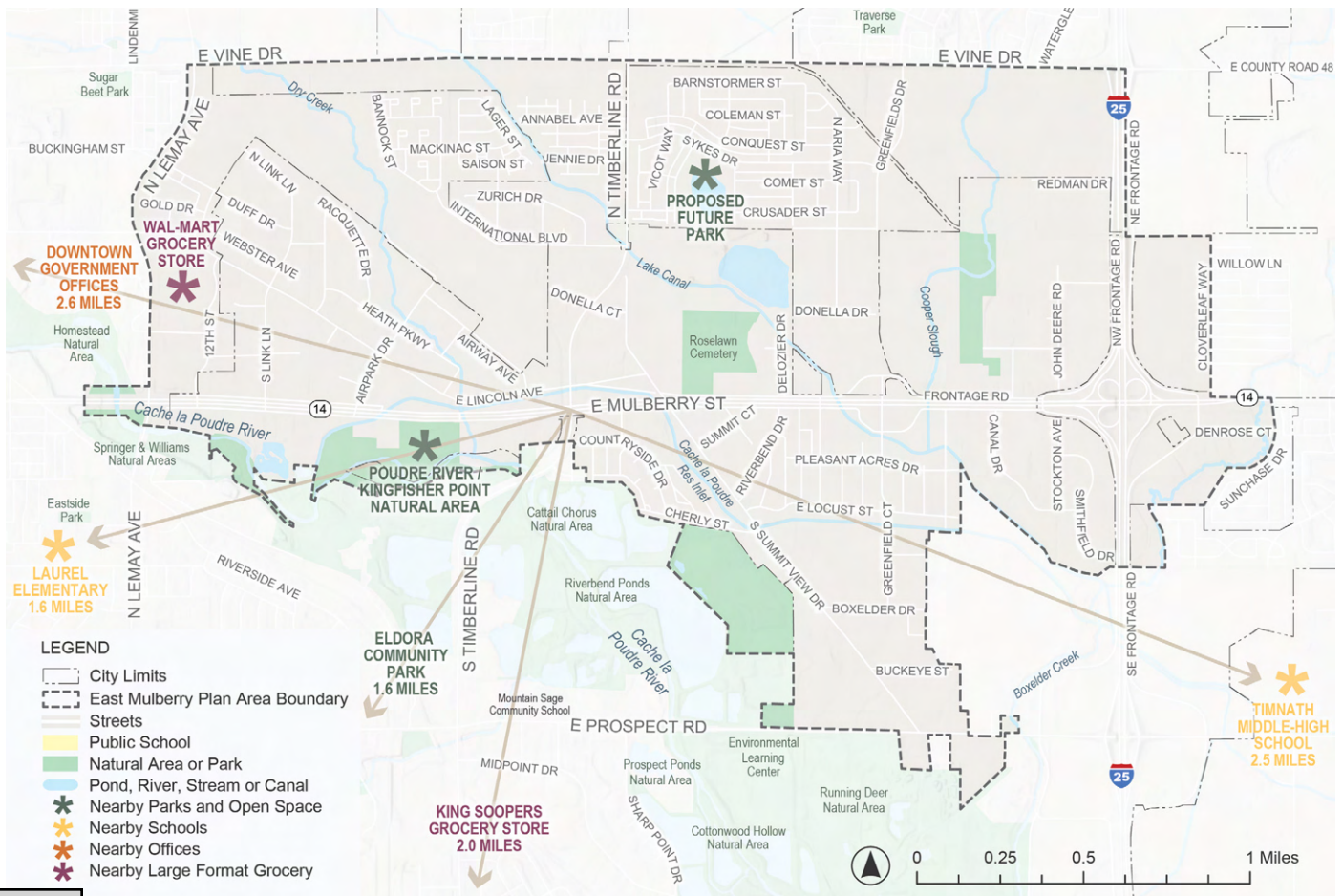
Located at the edge of the community, many parts of the East Mulberry Plan Area lack quick and convenient access to amenities such as parks, schools, grocers, and neighborhood supportive retail. Health and equity indicators also show that some census tracts within the plan area contain more vulnerable populations such as seniors, lower income residents, racial and ethnic minority groups, or those suffering from poor physical and mental health. This results in areas of the plan area that could be prone to forms of gentrification and displacement in the future. Incorporating new policies and goals while promoting equity into the Plan is essential for fostering a more inclusive and equitable environment.

## i Equity

Equity is the process by which policies, programs and tools are developed to ensure the elimination of existing disparities and includes inclusive engagement that leverages diversity. It becomes an outcome once a person's identity or identities no longer impacts their ability to experience equality and access to services.

## i 15-Minute City

Fort Collins has a vision to become a 15-minute city where everyone can walk, bike, or roll within 15-minutes of their home to their daily needs and services. Although 15 minutes is the metric used to illustrate this concept, the broader vision of 15-minute cities is about strengthening underserved communities and increasing quality of life by making basic needs and services more accessible to all, regardless of the precise duration. The 15-minute city analysis uses average speed for typical walking, biking, and other micromobility options. Based on each modes' speed, the defined 15-minute network range was three miles for those biking or using micromobility and 3/4-mile for those walking or rolling. The East Mulberry Plan Area will continue to balance a diversity of uses into the future, including as an industrial hub for Fort Collins. However, the City will utilize the goals of the 15-minute city concept for residential and commercial parts of the East Mulberry Plan Area so residents can have more inclusive and equitable access to community amenities and daily needs.





## Update, Why Now?

## i. Existing &amp; Changed Conditions

## Community Services &amp; Infrastructure

## FIRE &amp; SAFETY

This area is served primarily by Poudre Fire Authority (PFA) Station 6 and Station 1. The Larimer County Sheriff's Office (LCSO) provides law enforcement services for the area contained within the East Mulberry Plan Area. LCSO breaks down their law enforcement jurisdiction into seven areas across Larimer County. The plan area currently falls into the service area designated by LCSO as 'Area 1'. Fire service provision is not anticipated to change based on either this plan or annexation, however the intergovernmental agreement with PFA stipulates funding adjustments for the differential between City Property Tax and Poudre Valley Fire Protection Property Tax.

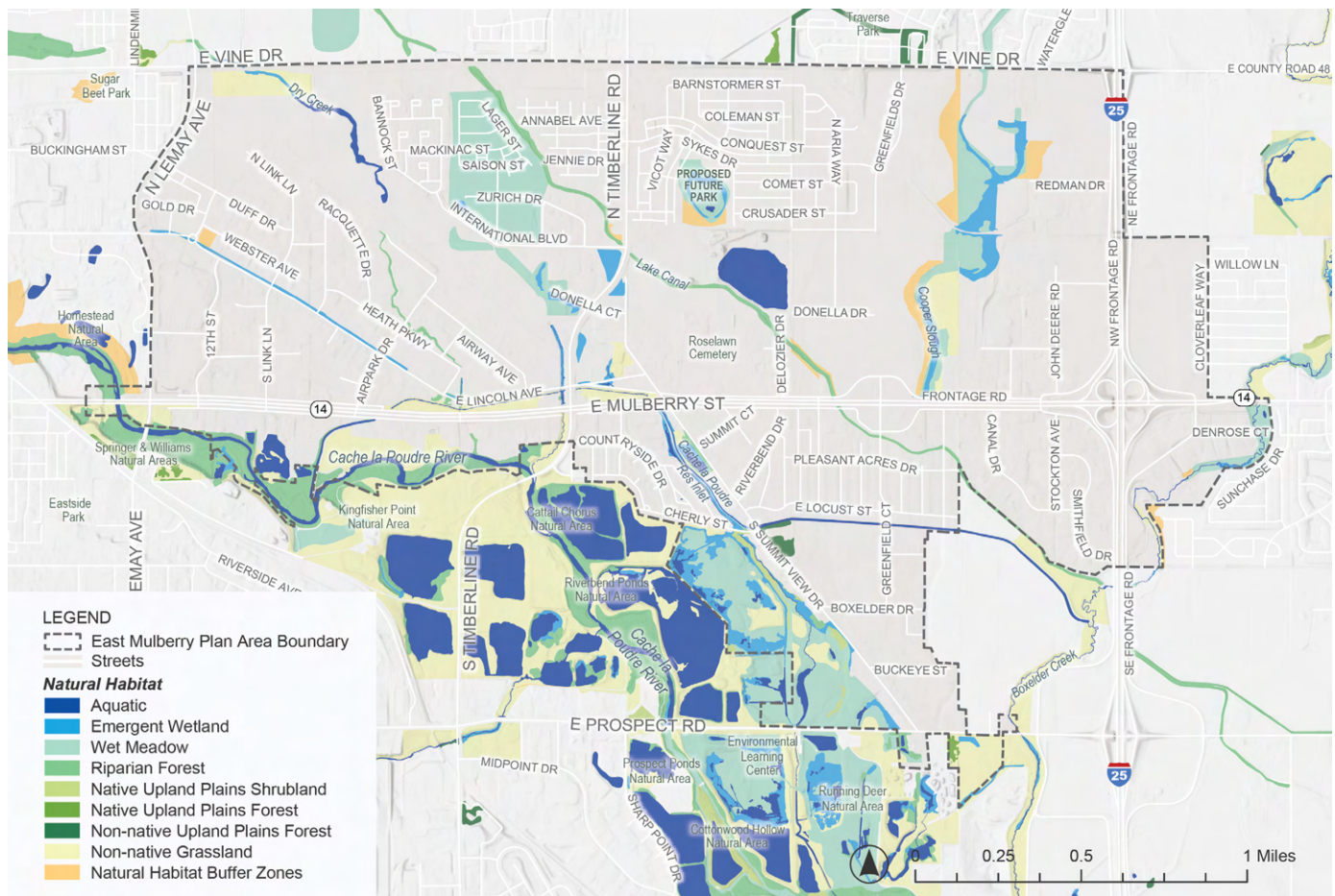
## NATURAL AREAS &amp; FEATURES

Short segments of the Poudre River and accompanying Poudre River Trail pass through the East Mulberry Plan Area. The northern portions of the Kingfisher Point Natural Area and the Springer Natural Area also fall within the East Mulberry Plan Area boundary. Dry Creek runs through the industrial and Airpark area and often causes flooding issues during rain events. The Cooper Slough runs in a generally north-south direction on the eastern portion of the East Mulberry Enclave. There is currently a natural buffer agreement between the City of Fort Collins and Larimer County to protect this natural feature when development occurs.

## PARKS &amp; RECREATION

There are no existing parks or public recreational facilities within the East Mulberry Plan Area. The Fort Collins Parks and Recreation Master Plan identifies a proposed park to be included within the Mosaic neighborhood, located inside the East Mulberry Plan boundary. However, at the time of this document's publication, this park is yet to be constructed. New neighborhood parks called Iron Horse Park and Traverse Park in the Waterfield and Trailhead neighborhoods respectively are north of Vine Drive, outside of the East Mulberry Plan Area.

- Future private and public parks could be associated with future development
- Upcoming Strategic Trails Plan in 2024 that may identify opportunities for trails and trail connections within the area to connect with existing parks and the regional trail system.
- Potential to improve access to the Poudre Trail along the plan area's southwestern boundary.



## HOUSING &amp; AFFORDABILITY



**5141**  
RESIDENTS\*



**2268**  
HOUSING UNITS\*  
\*2020 US Census



Shifts in the types of housing developed over the past two decades, changing family sizes and social structures, and large increases in home prices have catapulted housing attainability and affordability to the forefront of resident and policy maker priorities.

Existing housing in the East Mulberry Plan Area tends to be both older, more varied, and affordable than housing in Fort Collins as a whole. One such example of this includes the existing manufactured housing communities. There are three such communities, including the Nueva Vida Mobile Home Park, Collins Aire Mobile Home Park, and the Villas. There is growing recognition that these existing homes provide an important source of naturally occurring attainable/affordable housing that could be at risk of gentrification and resident displacement without appropriate policies and neighborhood support. The East Mulberry Plan Area also contains older, established neighborhoods with larger lot sizes that impart a rural character to these areas. Some of the residents with large lots keep small livestock or horses.

Existing attainable housing options in the plan area also house more vulnerable populations such as seniors, young children, persons of color, non-native English speakers, or lower-income wage earners. These populations tend to have reduced access to educational opportunities, nature, healthcare, and other amenities, often resulting in poorer health and economic outcomes.

### 1 Missing-Middle Housing

This term refers to housing that accommodates more people than a single-family home but is smaller than a large apartment building. Typically, this term encompasses housing types such as accessory dwelling units, duplexes, townhomes, and small apartment buildings that are designed to blend into and be compatible with a residential neighborhood dominated by single-family homes. It is called “missing” middle because many communities do not have much of this sort of mid-range housing.

### 1 Attainable Housing

The term “attainability” implies that housing is within reach or achievable for individuals or families with moderate incomes, who may find it challenging to afford market rate housing or qualify for subsidized low-income housing.

- **The East Mulberry Plan Area captures an increasing share of Fort Collins’ new housing and population as growth in the community shifts towards the northeast.**
- **Housing types and price points along Mulberry are also more diverse than the community as a whole with a greater percentage of manufactured and missing-middle housing options.**
- **Housing growth is anticipated to continue with new developments proposed near the Vine and Lemay Overpass and north of Mulberry and Greenfields.**



## DEVELOPMENT & GROWTH

When the 2002 EMCP was adopted, new growth in Fort Collins was largely focused south of Harmony Road, but development patterns are now shifting to the northeast quadrant of the community where the largest source of vacant and developable land remains. Alongside growth in surrounding communities like Wellington, Timnath, Windsor, and Severance, recent and projected growth in the region now surrounds the East Mulberry Plan Area from the north to the southeast.

Within the plan area, new growth has also recently accelerated with residential development near the new Vine Drive and Lemay Avenue overpass and the vacant land between Timberline Road and Greenfield Court.

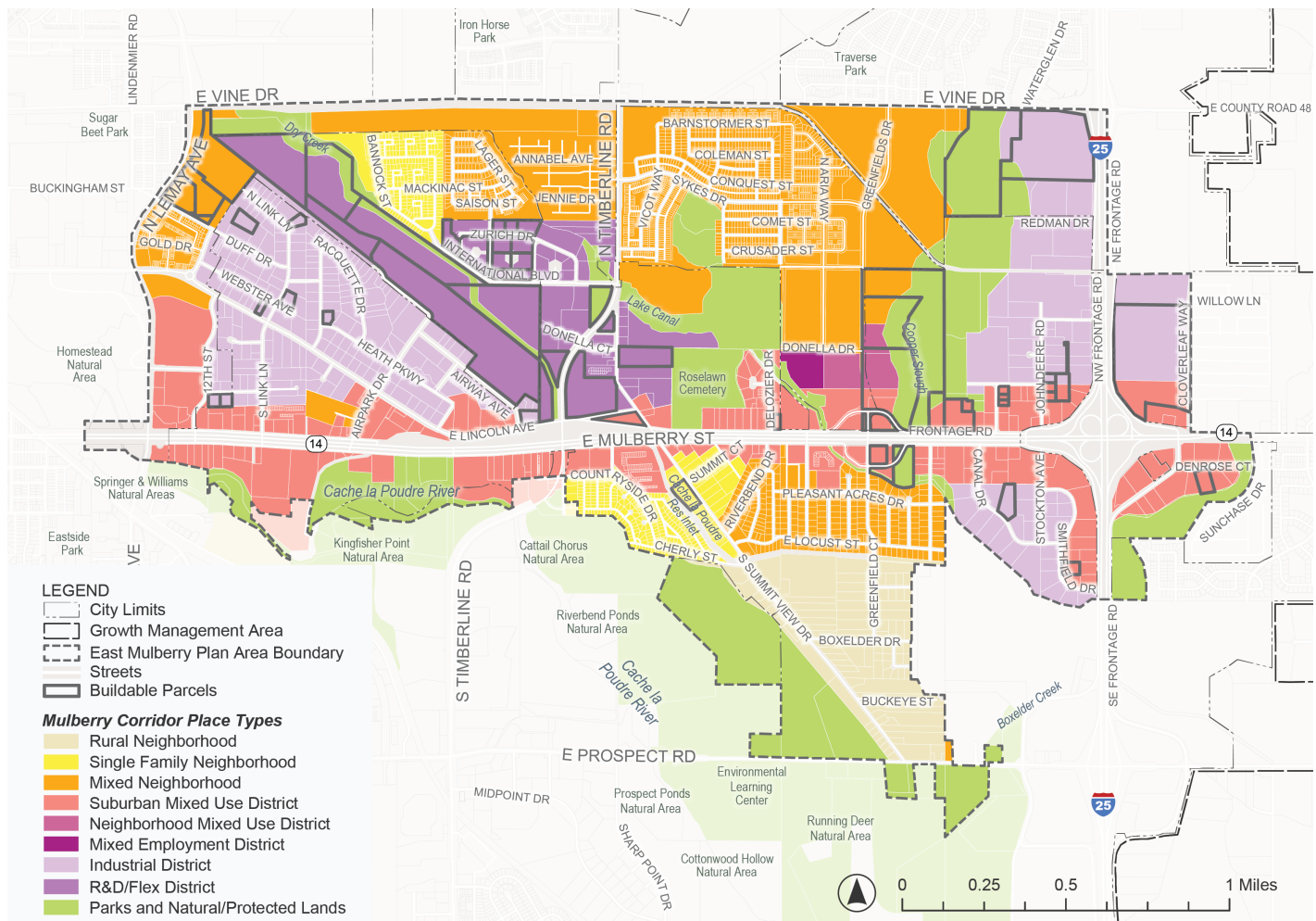
Residential growth within and surrounding the plan area is also likely to generate additional commercial and retail development, with active proposals for office and retail space near Mulberry Street and Greenfield Court as originally envisioned in the 2002 EMCP. With approximately 420 acres of vacant land left in the plan area, much of which is impacted by floodplains or will be used to support buffering around sensitive natural features, the remaining areas for commercial development remain a critical resource for future services and amenities to serve the area's existing and growing residential population.

**418 acres**  
REMAINING VACANT/  
BUILD ABLE LANDS\*



**2470**  
NEW/APPROVED  
HOUSING UNITS\*

\*2021 City of Fort Collins



Item 12.

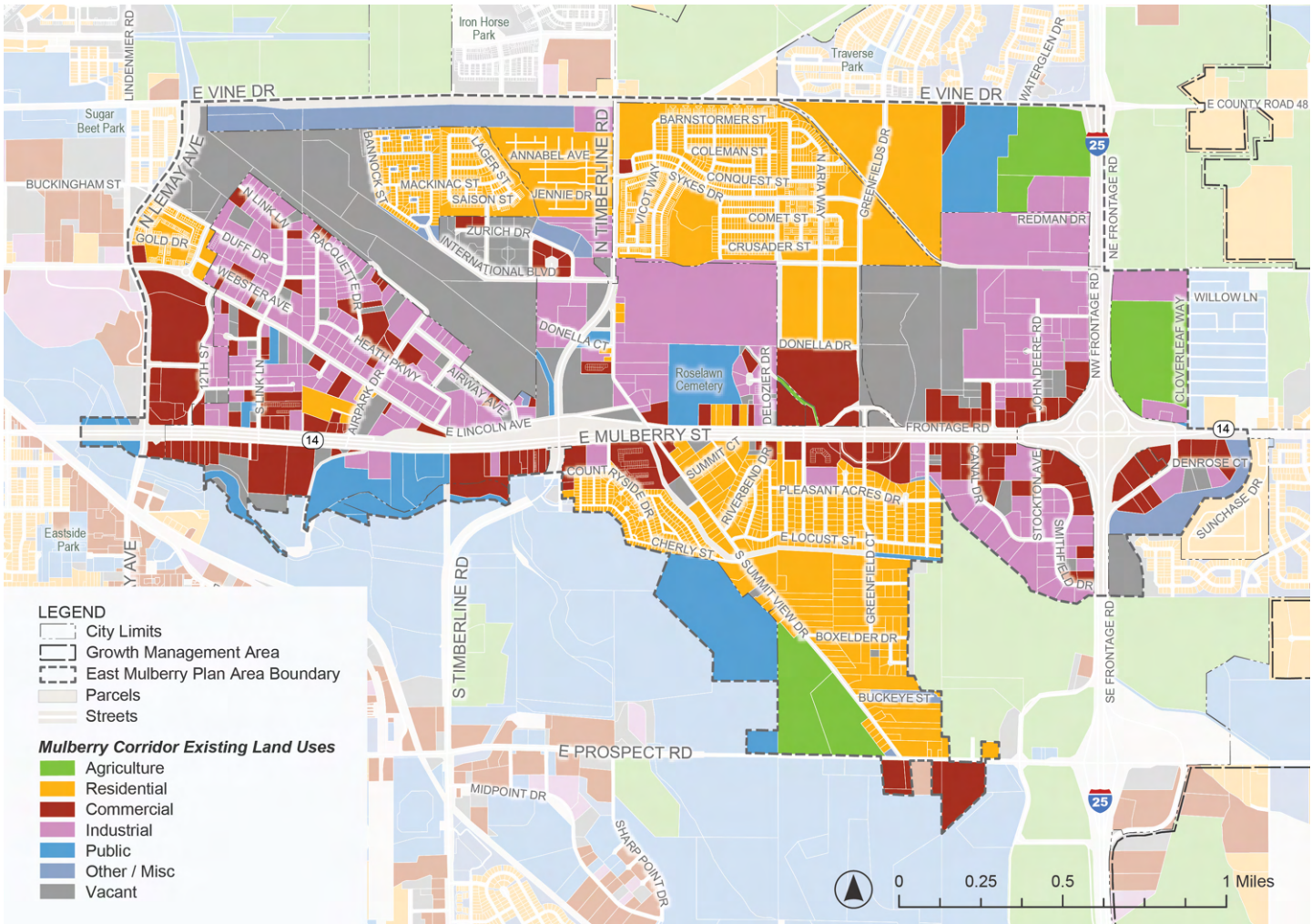
Update, Why Now?

i. Existing & Changed Conditions  
Changes in Growth & Development

LAND USE

The Mulberry Corridor features a mix of land uses with a particular emphasis on industrial and commercial operations serving the broader region. Existing residential neighborhoods can be found south of Mulberry Street and newer neighborhoods and residential development proposals are clustered north of Mulberry Street.

While vacant and agricultural uses remain in portions of the corridor, many of these properties may transition to new greenfield development in the short and mid-term as overall growth in the community continues to favor areas northeast of Downtown.



Land Use map source data from 'Larimer County Assessor Property Records' data, City of Fort Collins (2023)

EXISTING LAND USE MAP



## Update, Why Now?

## i. Existing &amp; Changed Conditions

## Changes in Growth &amp; Development

## EMPLOYMENT &amp; INDUSTRY

The East Mulberry Plan Area is home to one of the largest concentration of small businesses in Fort Collins and is one of the largest employment centers in Fort Collins alongside Downtown, Colorado State University, and the Harmony Corridor. As a large hub for industrial and business support firms, the Mulberry Corridor is an important location for industrial and manufacturing businesses that support Fort Collins and the broader region.

## TOP INDUSTRY CATEGORIES\*\*

19%

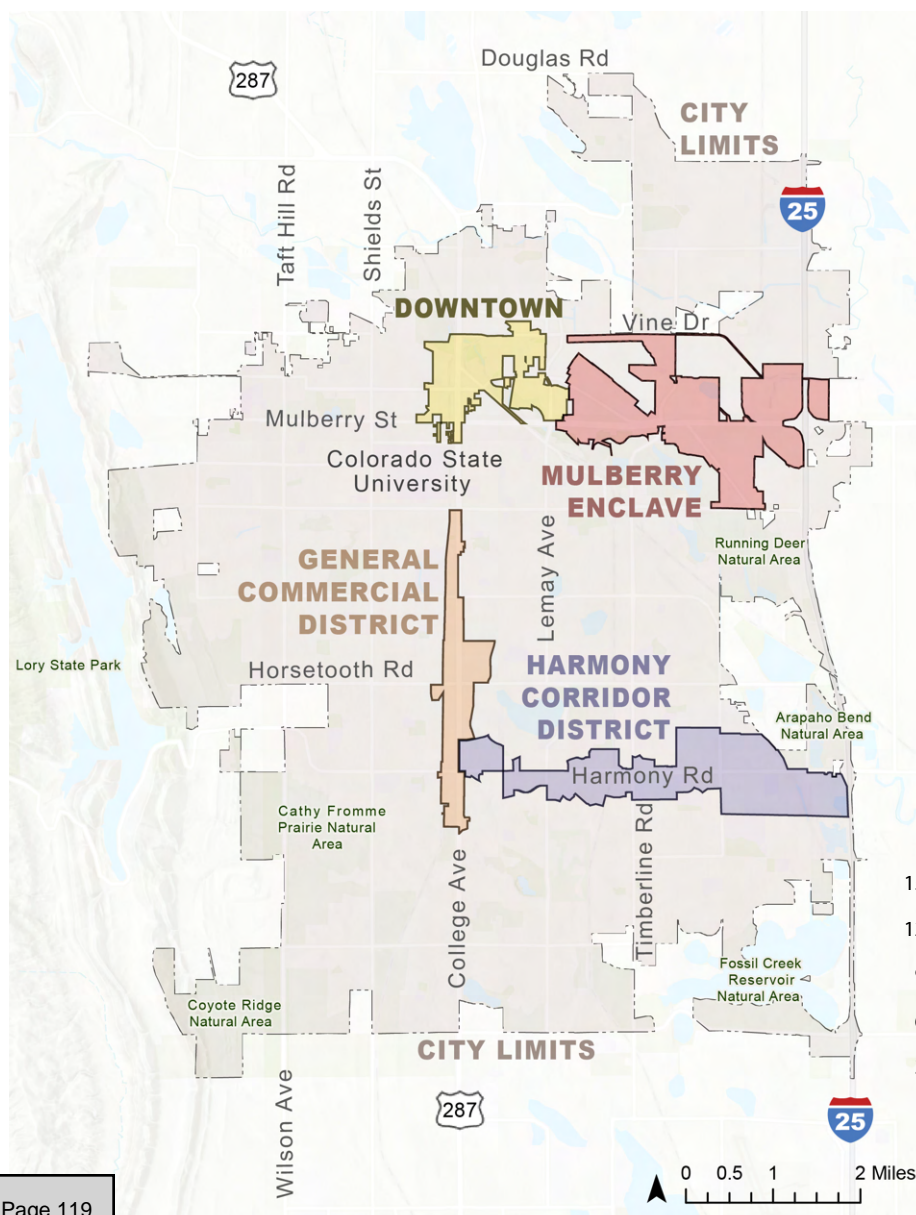
MANUFACTURING

17%

CONSTRUCTION

11%

WHOLESALE TRADE

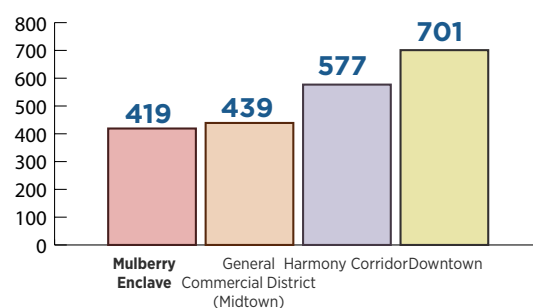


419 # OF EMPLOYERS\*

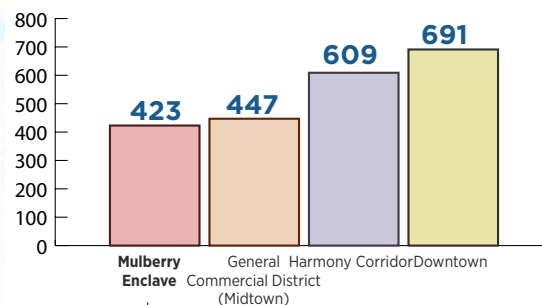
423 # OF BUSINESSES\*

6,098 # OF EMPLOYEES\*

## NUMBER OF EMPLOYERS\*



## NUMBER OF ESTABLISHMENTS\*



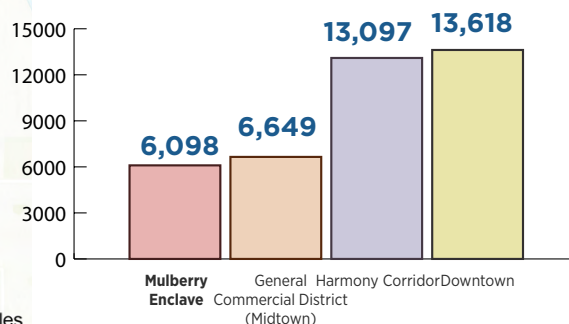
Of the total 423 businesses within East Mulberry:

61% have under 10 employees\*\*

95% have under 50 employees\*\*

\*\*2022 QCEW data

## NUMBER OF EMPLOYEES\*



Data Sources: \*2020 Bureau Labor Statistics \*\*2022 QCEW

## ii. Community Priorities & What We Heard

### WHAT WE HEARD FROM THE COMMUNITY

The creation of the goals for this Plan were driven by extensive community input, ensuring that the Plan reflects the needs and aspirations of local businesses and residents. The following is a summary of the community input collected as part of this Plan update. In some instances, community sentiment varied quite extensively on some of these topics. This Plan tries to recognize that there are inherent tensions about the future of the Plan area and strives to reflect and respond to these diverse perspectives.



#### Infrastructure & Development

- **Flooding and its impact on the community** were major concerns raised by residents and business owners.
- The community emphasized the need for a **big picture plan to manage stormwater** for large areas rather than site by site.
- Residents advocated for an **integrated transportation system connecting neighborhoods to the surrounding area**, that accommodates various modes of travel, including walking, biking, public transit, and driving.
- **Safety and accessibility** were key considerations in the community's input, with a focus on creating infrastructure that maintains usability for businesses and reduces traffic congestion.
- Community members expressed a desire for **sustainable development practices** that prioritize green spaces and protect natural corridors.

#### Amenities & Services

- Community members expressed a desire for improving **access to essential amenities** and services, such as parks, schools, and grocery stores.
- There was acknowledgment that this area has not received the level of service that is typical in a more urban area and has **struggled with issues related to vandalism, drug use, and homelessness**, especially near the I-25 interchange.

#### Corridor Character & Uses

- The community expressed a desire to **maintain the diversity of uses in the corridor**, including the range of job opportunities offered, and desire for the City to help preserve small businesses and industries.
- Business owners emphasized the importance of **preserving the industrial and agricultural service function and character** of the area.

#### Gateway & Entry Aesthetic

- Many participants identified East Mulberry as a prominent entry point into the City that could **benefit from aesthetic improvements**. However, many voiced concerns about related costs for businesses.
- The community is seeking a **more visually appealing gateway that reflects the character of Fort Collins** and the history of this corridor, creating a positive first impression for visitors and residents alike.
- This community values their **unique identity** and ability to support many small businesses and industrial uses. There is a clear need for improved infrastructure. Altering the existing built environment to accommodate new infrastructure could be met with some resistance, as this community fears compromising affordability and losing its unique character. However, many support modernizing infrastructure for improved services and interconnectivity.

#### Housing & Gentrification

- Residents stressed the importance of **preserving the affordability** of the area in hopes of preventing gentrification.



## HOW WE GOT THE WORD OUT



**2 Mailers**  
**2,200+ Postcards**

- Meeting Noticing for Community Visioning
- Community Updates & Feedback Engagement



**Project Newsletter**  
**475+ Subscribers & Website**

- Project Updates
- 2 Webpages on East Mulberry Information & Resources



**YouTube Video**  
**265+ views**

Video on overview of East Mulberry Plan and Intro to Annexation Thresholds



**Press Release**

Information on Annexation Q&A Sessions, encouragement for community participation



**Business Canvassing**  
**200+ Businesses**

Staff visitations to businesses to get involved in planning

## HOW WE HEARD FROM THE COMMUNITY

**APRIL 2021** ● **Community Q&A Sessions - approx. 60 participants**

City staff hosted two virtual Q&A sessions for businesses and residents of the East Mulberry Plan Area to address questions about the update to the East Mulberry Plan and potential annexation.

**SUMMER 2021** ● **Visioning Sessions - 6 Meetings**

Over a series of six meetings in June, July, and August of 2021, City staff presented key themes from the Existing Conditions document and gathered input from community members on the future vision of the East Mulberry Plan Area. See Appendix A-1 for more information.

**FALL 2021** ● **Online Survey - 43 Survey Responses**

The East Mulberry Online Visioning Survey received 43 completed surveys. The invitation to participate in the East Mulberry online survey was sent out in a mailer to those in the plan area and via email to everyone who subscribed to the newsletter. See Appendix A-2 for more information.

**OCTOBER 2021-  
FEBRUARY 2023** ● **Community Advisory Group - 14 members, 6 meetings**

A community advisory group was formed to better understand the needs, concerns and desires of both businesses and community members in the East Mulberry Plan Area to provide in-depth feedback and input at each critical stage of the planning process. See Appendix A-3 for more information.

**JANUARY &  
FEBRUARY 2022** ● **Business & Community Workshops - 4 Workshops**

These four virtual workshops covered a range of topics including: look and safety of streets, new sidewalks, bike lanes, and connections to the Poudre River Trail, improvements to Internet speed and ways to address flooding, community priorities for businesses and housing. See Appendix A-4 for more information.

**FEBRUARY &  
MARCH 2023** ● **Annexation Q&A Sessions - 133 Community Participants**

This series of four public meetings were hosted to share information as well as proposed ideas and policies impacting the East Mulberry Plan Area. Four meetings were held with both virtual and in-person options. A presentation covered strategies related to a potential annexation approach and the latest information about the East Mulberry Plan Area update. See Appendix A-5 for more information.

**FEBRUARY 2023** ● **Online Comment Form**

In tandem with the Annexation Q&A Sessions, staff released an online comment and question form for anyone with questions or concerns to be able to reach out with staff directly to have their questions answered or request follow-up phone or in-person meetings. Staff had multiple one-on-one meetings with community members asking to share additional thoughts or ask questions to staff about their specific properties.

**MAY 2023** ● **Nueva Vida Resource Fair**

Planning staff attended the Nueva Vida Resource Fair (a Mobile Home Park community within the East Mulberry Plan Area) to share information with Nueva Vida residents about the update to the East Mulberry Plan and potential annexation. An FAQ document translated into Spanish was distributed to those interested.

**MAY & JUNE 2023** ● **Business Information Sessions - Ongoing Collaboration with Chamber of Commerce**

Staff hosted individual and group informational sessions with business owners from the Mulberry Plan area to address their specific concerns and hear feedback on the plan and annexation thresholds strategy.

Item 12.

Update, Why Now?

iii. East Mulberry Enclave & Annexation

ENCLAVE & ANNEXATION BACKGROUND

An ‘**Enclave**’ refers to unincorporated Larimer County properties surrounded by the City of Fort Collins due to urban growth. ‘**Annexation**’, on the other hand, brings urbanized areas into the City’s jurisdiction. The ‘**Growth Management Area**’ (GMA) helps guide growth and development, ensuring efficiency, contiguity, and consistent standards within the City.

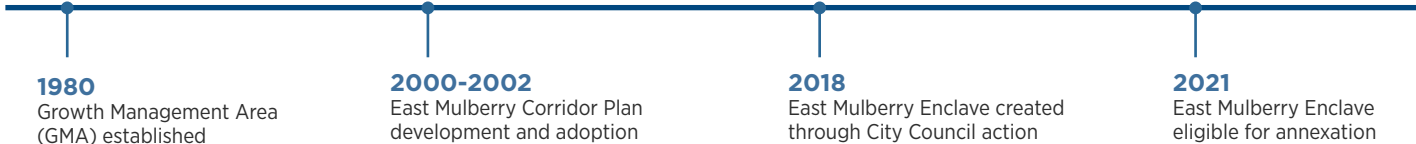
In the 1960s and 1970s, as Fort Collins experienced rapid growth, discussions began between Larimer County and the City of Fort Collins regarding the East Mulberry area. They aimed to establish a formal service-area agreement and explore potential future annexation. This led to the formation of an Intergovernmental Agreement (IGA) in 1980, creating the Growth Management Area (GMA) that defined urban and rural areas. Areas within the GMA are considered more urban, or expected to become more urban in the future as Fort Collins continues to grow in an orderly and responsible way within the GMA boundaries.

By 2018, the East Mulberry Area was completely surrounded by the city limits, forming an enclave of unincorporated Larimer County along Mulberry Street. According to the City-County IGA, the City agreed to pursue annexation of enclaves as they became eligible under state law. The formation of the East Mulberry Enclave was intentional on the part of City Council, and since that time City Staff have planned for annexation of the enclave in the future consistent with the adopted IGA with Larimer County. The creation of the enclave and its eligibility for annexation occurred after the adoption of the 2002 Plan (enclave created in 2018 and became eligible in 2021).

**1 Enclave:** An enclave is a property, or group of properties, that are in unincorporated Larimer County but, due to urban growth and development are now surrounded by the City of Fort Collins municipal boundary. An enclave is unincorporated County territory that is surrounded by a municipality. The State Statute gives a municipality the authority to annex an enclave without property owners’ consent at such time that the enclave has been surrounded by the municipality for three or more years.

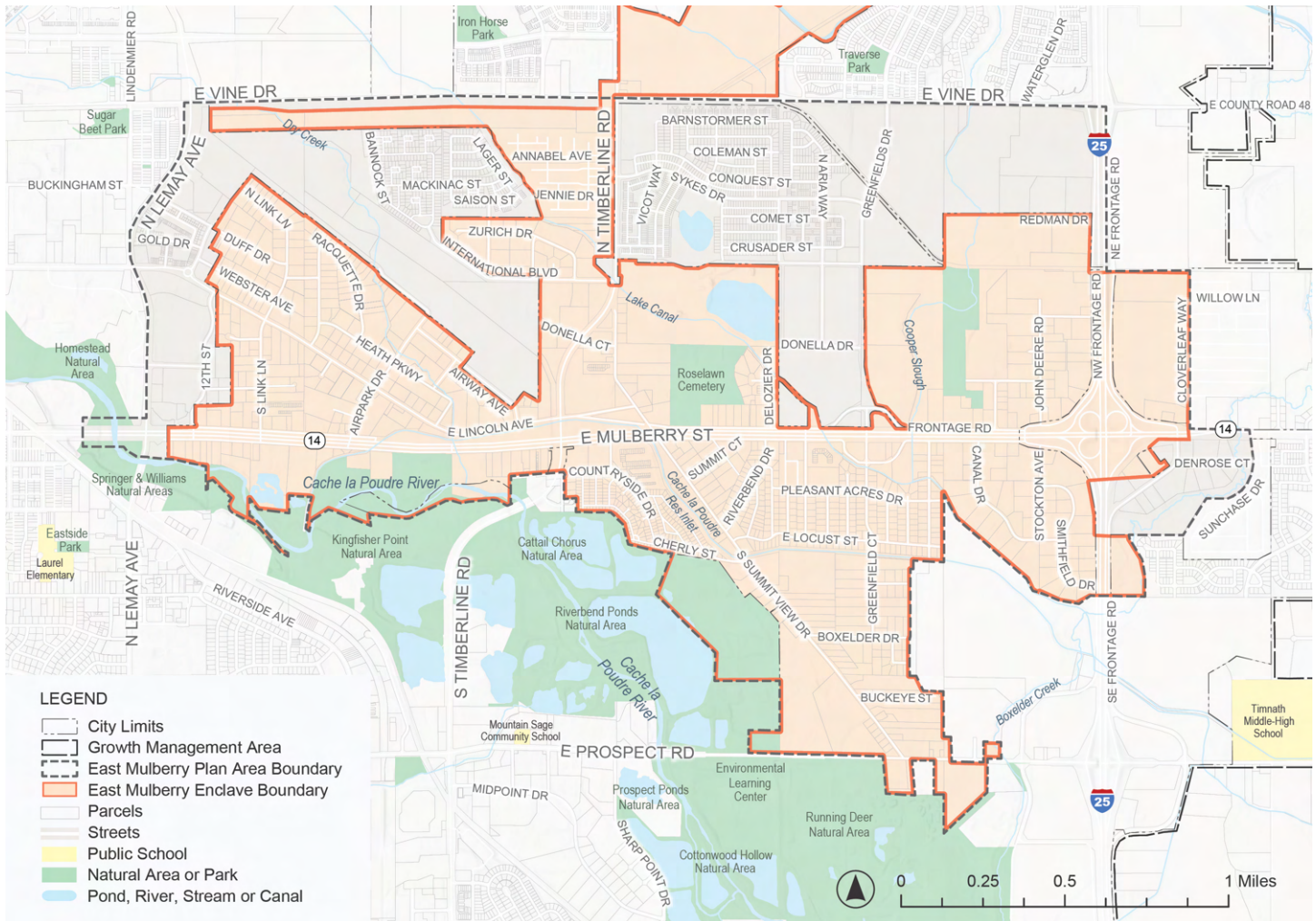
**1 Annexation** is used to bring urbanized areas into the urban service jurisdiction of the City of Fort Collins. Annexation can happen both reactively in response to development activity and proactively in response to identified needs, goals and plans.

**1 Growth Management Area (GMA):** The Fort Collins Growth Management Area, created in 1980, defines “urban” vs. “rural” areas in and around the City of Fort Collins. It has been an effective tool for intentional, orderly, and responsible growth. The GMA creates a more consistent design vision for future development and serves to help protect rural and agricultural lands outside of urban development areas. Planning within the GMA helps ensure efficiency and contiguity of City programs, services, infrastructure and utilities. It provides consistency for signage, lighting, site design, building code, and natural feature protection to align with community goals.



## ANNEXATION AREAS & THE EAST MULBERRY PLAN

The East Mulberry Plan Area overlaps with the enclave and guides future development and policy decisions.



### Purpose of Annexations:

- Clear delineation between service provisions of “urban” vs. “rural” standards.
- Allows for the application of a consistent vision for future growth and development.
- Ensure efficiency and contiguity of City programs, services, infrastructure and utilities.
- Allows for regulatory control over signage, lighting, site design, building code, and natural feature protection to align with community goals.
- Allows for responsible growth, protecting rural and agricultural lands outside of urban development areas.
- Ensures service levels match expectations in City Plan and other adopted plans.

## ANNEXATION THRESHOLDS

An annexation thresholds approach bases future annexation decisions on when certain conditions are met within the East Mulberry Enclave. Rather than a phased approach that commits to certain timeframes and geographic boundaries, thresholds provide more flexibility in the size and timing of the areas brought forward for annexation. This can help ensure that the City can adequately serve these areas before annexation occurs. Annexation thresholds fall into various categories.

**A full description of the thresholds approach and management is contained in Section 5 of this document.**

**i Annexation thresholds** are a set of conditions that when reached, may represent an opportune time to consider annexation. Annexation thresholds could relate to maintaining logical boundaries and areas of City or County jurisdiction, advancing important policy goals for an area, or ensuring coordination of similar properties and land for upcoming infrastructure projects.

### What Changes in Annexations?

As annexation thresholds are met and portions of the East Mulberry area become annexed, some service providers would change quickly upon annexation, and some would happen over time. Some service providers would remain the same, regardless of annexation.

- In annexing areas, law enforcement would transfer from the Larimer County Sheriff's Office to City of Fort Collins Police Services
- Electric service would transfer from Poudre Valley REA or Xcel Energy (depending on location) to City of Fort Collins Utilities as infrastructure can be built out to support it
- Storm Drainage would transfer from Larimer County to City of Fort Collins stormwater Utility
- Road Maintenance\* (in some cases) would transfer from Larimer County Road and Bridge to City of Fort Collins Transportation Services

### What doesn't change upon Annexation?

- Water and Wastewater services will still be provided by Eastern Larimer County Water District (ELCO) and the Boxelder Sanitation District
- Fire Protection will still be provided by the Poudre Fire Authority
- Health and Human Services will still be provided by Larimer County
- Animal Control Services will still be provided by the Humane Society

\*Note: Annexing streets are accepted for maintenance by the City of Fort Collins at the same level that Larimer County has maintained it. Private streets would remain private and current maintenance responsibilities would continue.

**i Perspectives on Annexations:** Conversations about potential annexation with community members and businesses owners highlighted many differing perspectives. While some residents and business owners favor annexation for the potential benefits, some community members and business owners in the East Mulberry area oppose it due to perceived drawbacks. Proponents voiced that it could improve access to essential services and long-term infrastructure improvements. Conversely, opponents expressed concerns that annexation might lead to increased taxes and fees, causing financial strain, especially on small businesses.

The tension between these perspectives underscores the complexity of annexation's impact.



# Character Areas

**Introduction to Character Areas**

**Frontage**

**Airpark**

**I-25 Interchange**

**Transitional / Mixed-Use**

**Northern Residential (Mixed)**

**Southern Residential (Estate)**

# Introduction to Character Areas

At the mention of East Mulberry, several locations or landmarks may come to mind. Some may picture Mulberry Street itself, or possibly the interchange at Mulberry and I-25 and its function as a gateway into Fort Collins. Just beyond the commercial borders of Mulberry Street itself are many more districts and neighborhoods that have their own varied and complex character. For example, there are several areas made up predominantly of industrial businesses that have unique characteristics and needs that are distinct from those within the residential neighborhoods. Even the characteristics of the residential neighborhoods north of Mulberry Street are quite different from those located south of Mulberry Street. This diversity of land uses is one of the components that makes the East Mulberry Plan Area unique, though it also poses challenges for how to plan in such a way that respects the distinct context of each area.

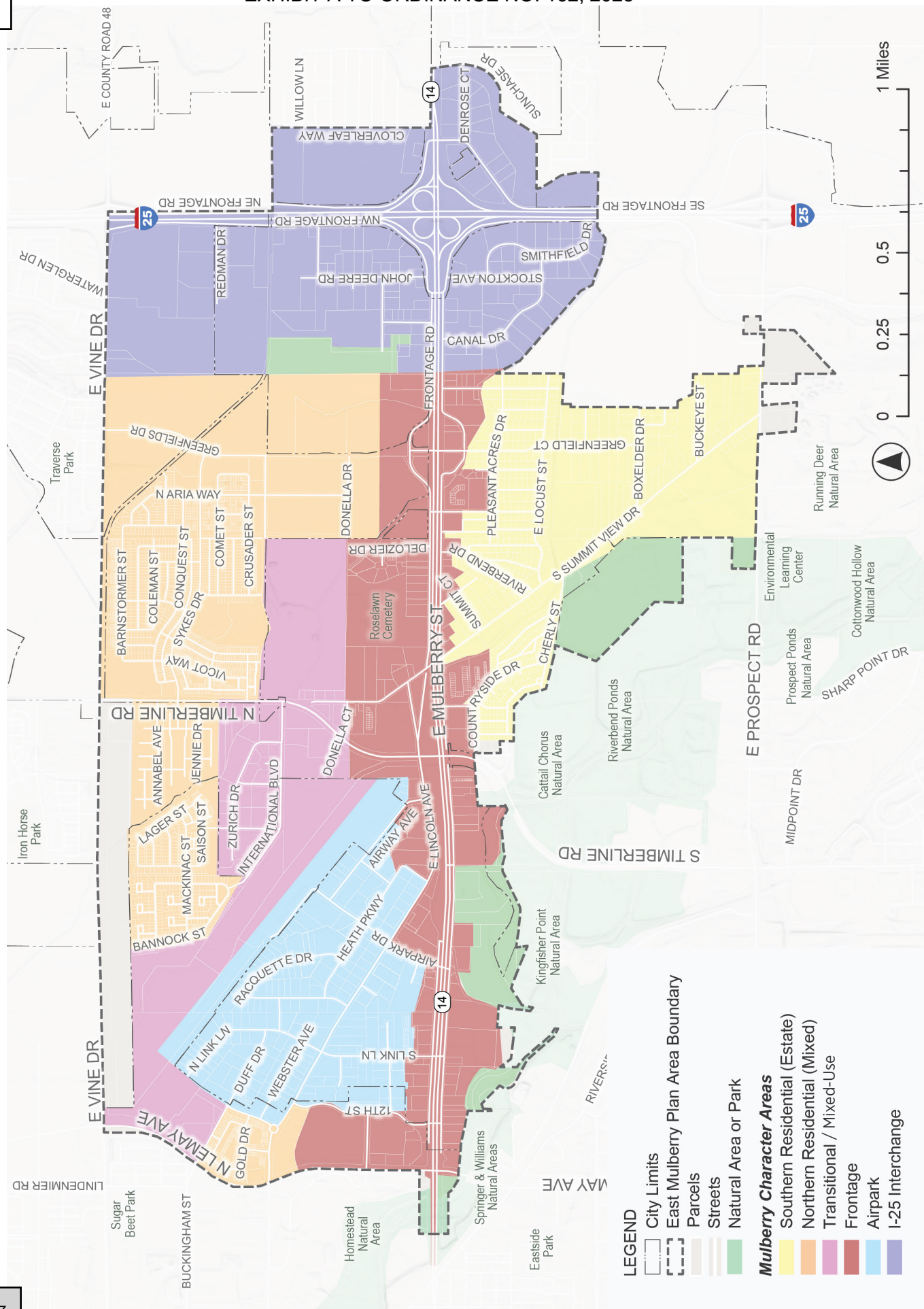
**Considerations for defining character area boundaries included land uses, the built form, transportation system factors, and other defining aspects within each area.** Under the description of each character area in the following sections is a notation of ‘**Predominant Place Types**’. Place types are land use categories from City Plan. While character areas and place types designations are used for different purposes within this document, they both serve to guide the future land uses and character of the East Mulberry Plan Area. These notations are meant to correlate what place types tend to fit into each character area. For more information on place types, please see Section 4 of this document.

Staff formulated character area boundaries with the help and review of the Community Advisory Group as well as other residents and business owners within the plan area. These defining characteristics influence planning for what is important to preserve, where and what kinds of change and development should be supported, and what kinds of public improvements and maintenance should be prioritized as each area continues to change and grow. These character areas are not intended to create hard edges and boundaries. They are intended to generally define and strengthen their unique or distinct qualities, while simultaneously weaving them into the broader character of the East Mulberry Plan Area and the community of Fort Collins.

*To incorporate this complexity and plan comprehensively for the entire East Mulberry Plan Area, six character areas were identified.*

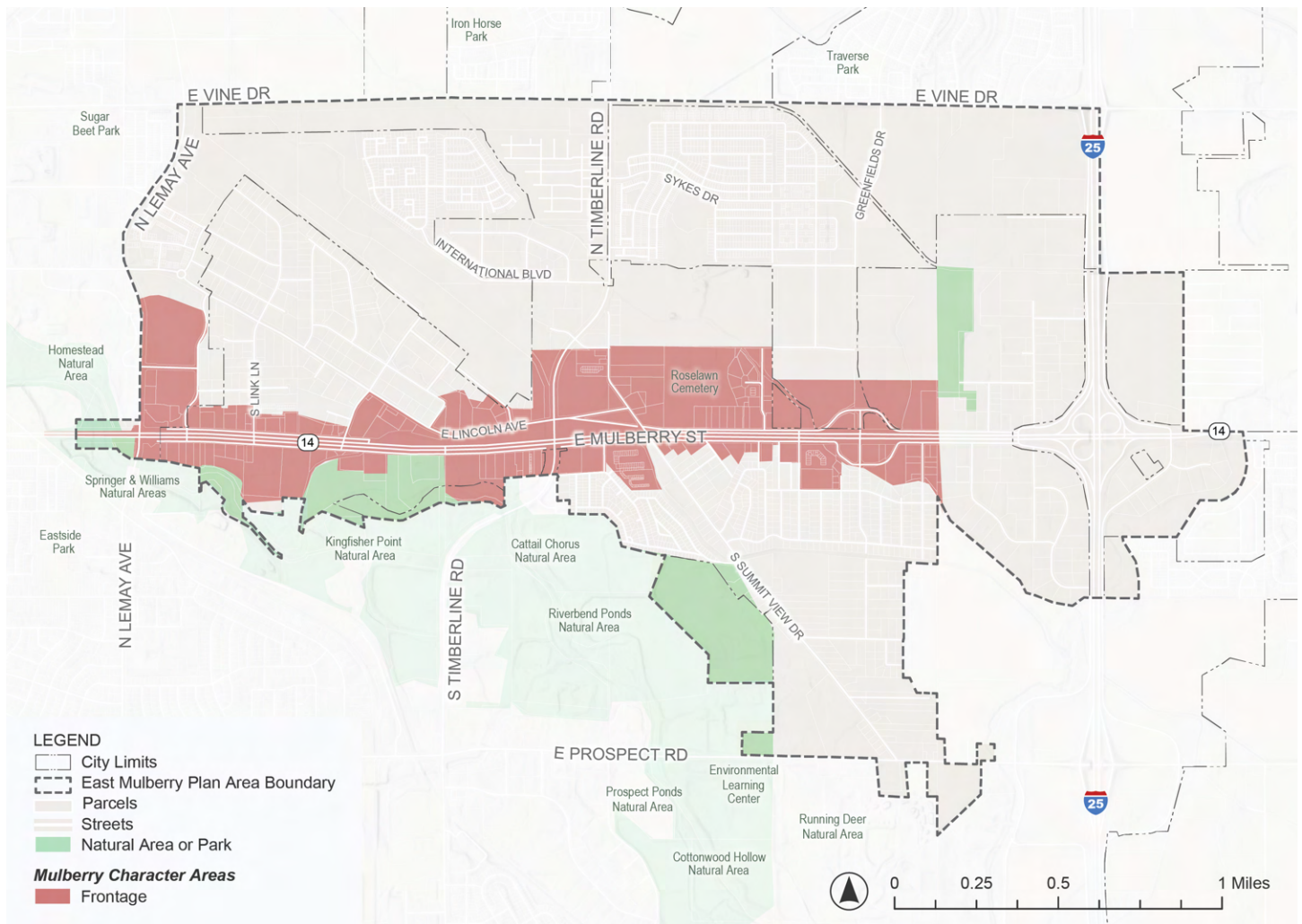
- **Frontage**
- **Airpark**
- **I-25 Interchange**
- **Transitional / Mixed-Use**
- **Northern Residential (Mixed)**
- **Southern Residential (Estate)**

Item 12.





# Frontage



The Mulberry Frontage character area (Frontage) generally hugs the Mulberry Street alignment, beginning at Lemay Avenue on the west side and continuing east until between Sherry Drive and Canal Drive. Originally rural in character with farm and open lands, the area has been transformed into a commercial corridor with a diverse array of service providers, retail stores, and restaurants as the community has grown.

## EXISTING CHARACTER

The Frontage serves as a vital hub for both residents and businesses, offering a range of services and products for the corridor and the entire community. The area reflects a mix of building ages and a wide assortment of architectural styles. Many properties are configured with surface parking lots, outdoor storage, and product displays facing or visible from Mulberry Street. Another prominent feature of the Frontage includes a number of billboards and older, highway-oriented, pole-mounted signage that may appear out of





# Frontage

## FUTURE CHARACTER

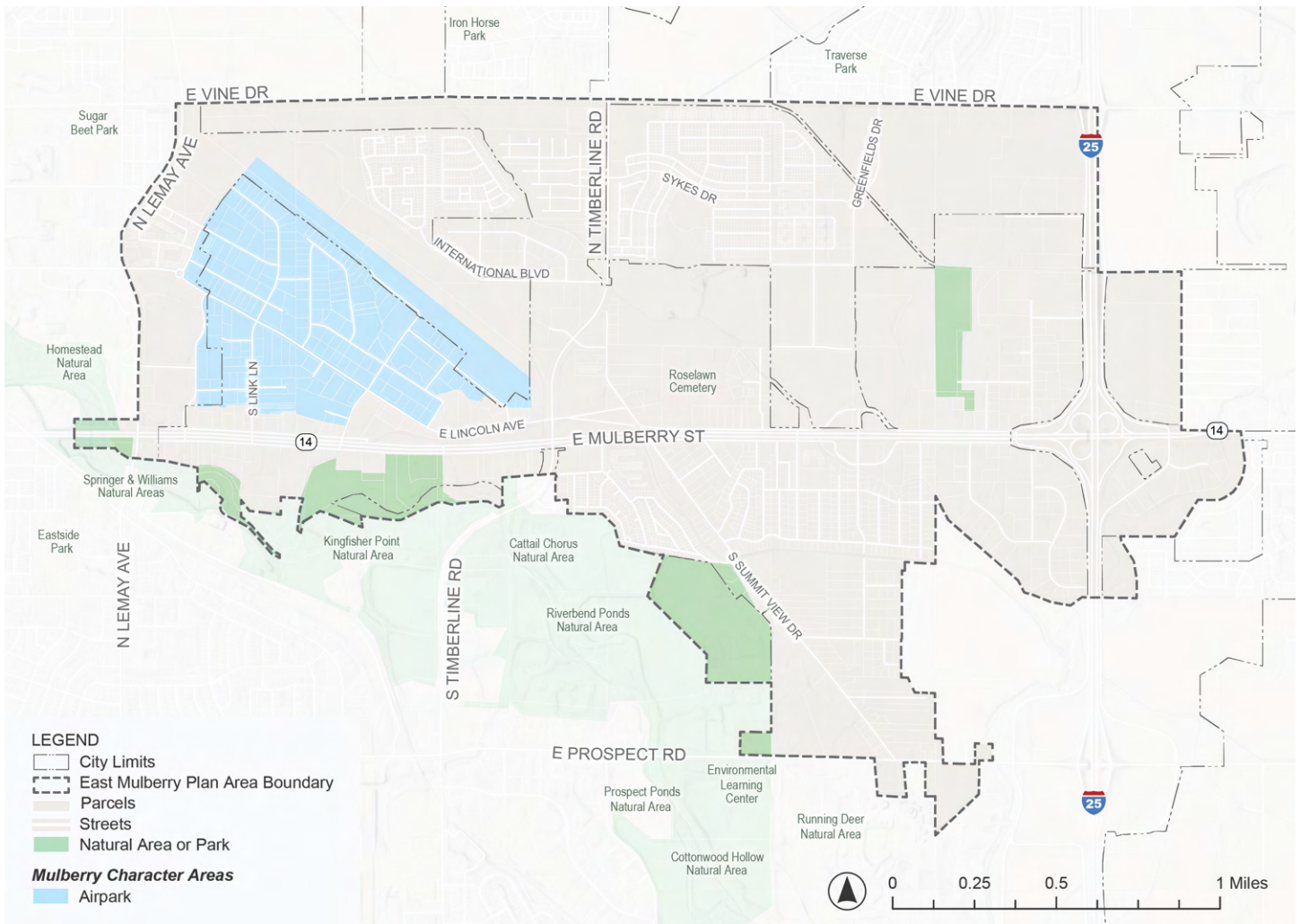
The Frontage is likely to remain primarily commercial in nature. The visibility and accessibility along Mulberry Street will continue to provide commercial support and retail that serves both the immediate plan area and the broader community. Mulberry Street itself should continue to function as a primary entrance to the community and business/truck route, while its expansive right-of-way, including the adjacent Frontage Roads, may lend themselves to unique opportunities to begin to introduce multimodal infrastructure set further away from traffic. Over time, the aesthetics of the frontage may be improved through the application of modern sign standards and the screening of outdoor storage/ parking areas as individual properties redevelop or through a more comprehensive capital project for Mulberry Street itself.

### Predominant Place Type: Suburban Mixed-Use District





# Airpark



The Airpark character area is located on the west side of the East Mulberry Plan Area, centered around the intersection of Link Lane and Lincoln Avenue. This area includes a large concentration of industrial and commercial businesses that developed around the former Fort Collins Airpark / Downtown Fort Collins Airport. The Airpark character area has maintained its industrial character for decades and is home to numerous small, local businesses. While many ‘back of house’ industrial businesses operate in the area, there are numerous other land uses, including gyms, breweries, studios, and pockets of residential, including the Nueva Vida Mobile Home Park.

## EXISTING CHARACTER

Serving as an industrial hub developed primarily during the mid-20th-century, the design character of the area tends towards simpler, metal buildings. The area generally lacks infrastructure for bicycles, pedestrians, and stormwater management, but the lower traffic volumes, roadway ditches, and wide rights-of-way along local streets can create more comfortable opportunities for walking or biking along the side of the road. The Airpark contains what could be considered two ‘main streets’ along Link Lane and Lincoln Avenue. Link Lane south of Lincoln Avenue tends to contain more retail and service-oriented businesses serving nearby employees and visitors, while Lincoln is a primary connection into and out of the Airpark and features the only transit route

# Airpark

## FUTURE CHARACTER

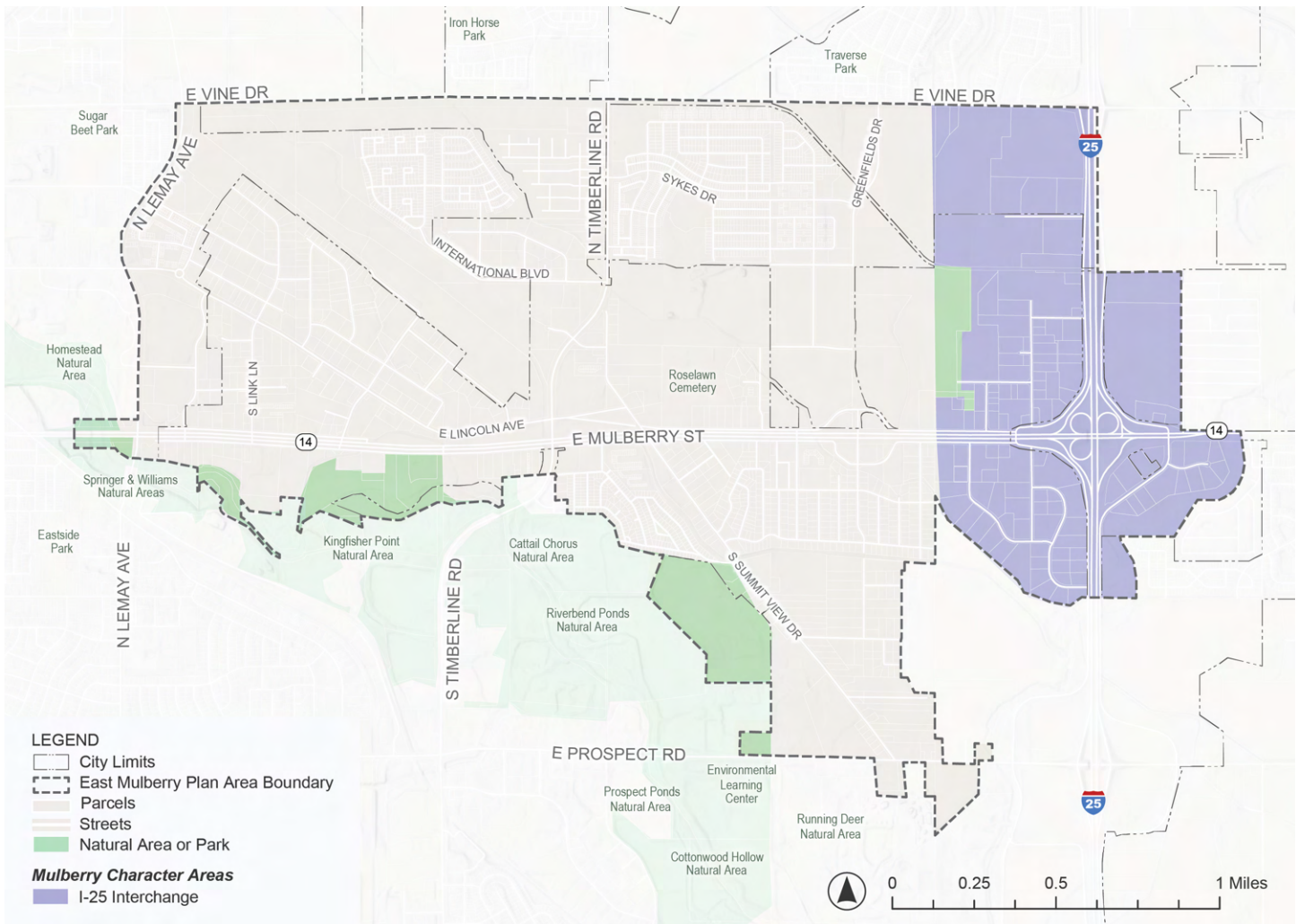
While rooted in industrial land uses, the area is likely to continue to see an increase in other service-oriented and start-up businesses, which has been a growing trend in recent years and may continue as businesses continue to seek out the smaller footprints and relatively cheaper rents found in the area. Addressing multimodal infrastructure needs along Link and Lincoln will be a transportation priority to better serve and support the role of these streets as key transit and connecting corridors. A future stormwater plan for the area could also better address water pooling often experienced in the area by identifying broader stormwater network and outfall opportunities rather than the piecemeal approach currently employed as individual sites redevelop. Finally, there may be additional opportunities from a transportation and urban design perspective to further explore the role of Link Lane south of Lincoln as a main street that continues to serve the needs of businesses and employees in the vicinity.

**Predominant Place Type:** **Industrial District**





# I-25 Interchange



The I-25 Interchange character area is centered around the I-25 and Mulberry Interchange. This area serves as a significant regional commercial and industrial hub with clusters of lodging establishments, agriculture service and retail businesses, and furniture retail. These clusters of businesses benefit from the visibility and accessibility of being located adjacent to the interstate and proximity to the regional transportation network.

## EXISTING CHARACTER

The area does not feature an established design theme due to the mix of land uses and the span of time over which sites have been developed. New construction and redevelopment are an ongoing process in this character area, as some of the remaining vacant lots in the industrial and business parks surrounding the interchange continue developing. Like many other areas of the East Mulberry Plan Area, this character area does not possess strong multimodal and stormwater infrastructure. Adjacent to the interchange, this character area also features the most prominent nonconforming signage in the corridor with tall, pole-mounted signs. Many corridor stakeholders and nearby businesses also frequently express concern about drug and safety issues related to homelessness/transient populations near the interchange. Users of the interchange itself also remark about the inefficient design of the interstate ramps and interaction of the frontage roads with Mulberry Street that decrease safety and efficiency.



# I-25 Interchange

## FUTURE CHARACTER

In the mid-term, it is anticipated the interchange itself will be redesigned and reconstructed, which may catalyze additional development and redevelopment in this character area. Simultaneously, this could present opportunities to establish a more consistent design and landscaping palette for the area as well as improve multimodal infrastructure and transportation safety. Both elements could contribute towards goals to establish the interchange area as a more aesthetically pleasing gateway into the community. Land uses around the interchange are expected to remain largely the same with a focus on existing agricultural services and other lodging and regional commercial/retail establishments. Upon annexation, Fort Collins Police Services would take over policing responsibilities for the area and may be better positioned to respond to ongoing safety concerns through the application of established urban-oriented safety and homelessness programs.

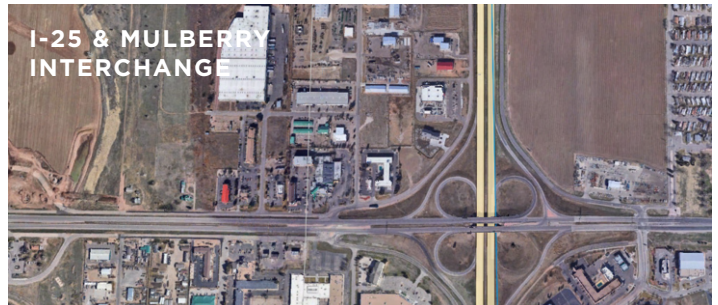
### Predominant Place Types:

**Industrial District, Suburban Mixed-Use District**

LOOKING WEST ON MULBERRY STREET



I-25 & MULBERRY INTERCHANGE



AMERICAN FURNITURE WAREHOUSE



QUALITY INN & SUITES



MAVERIK GAS STATION



CENTENNIAL LIVESTOCK AUCTIONS

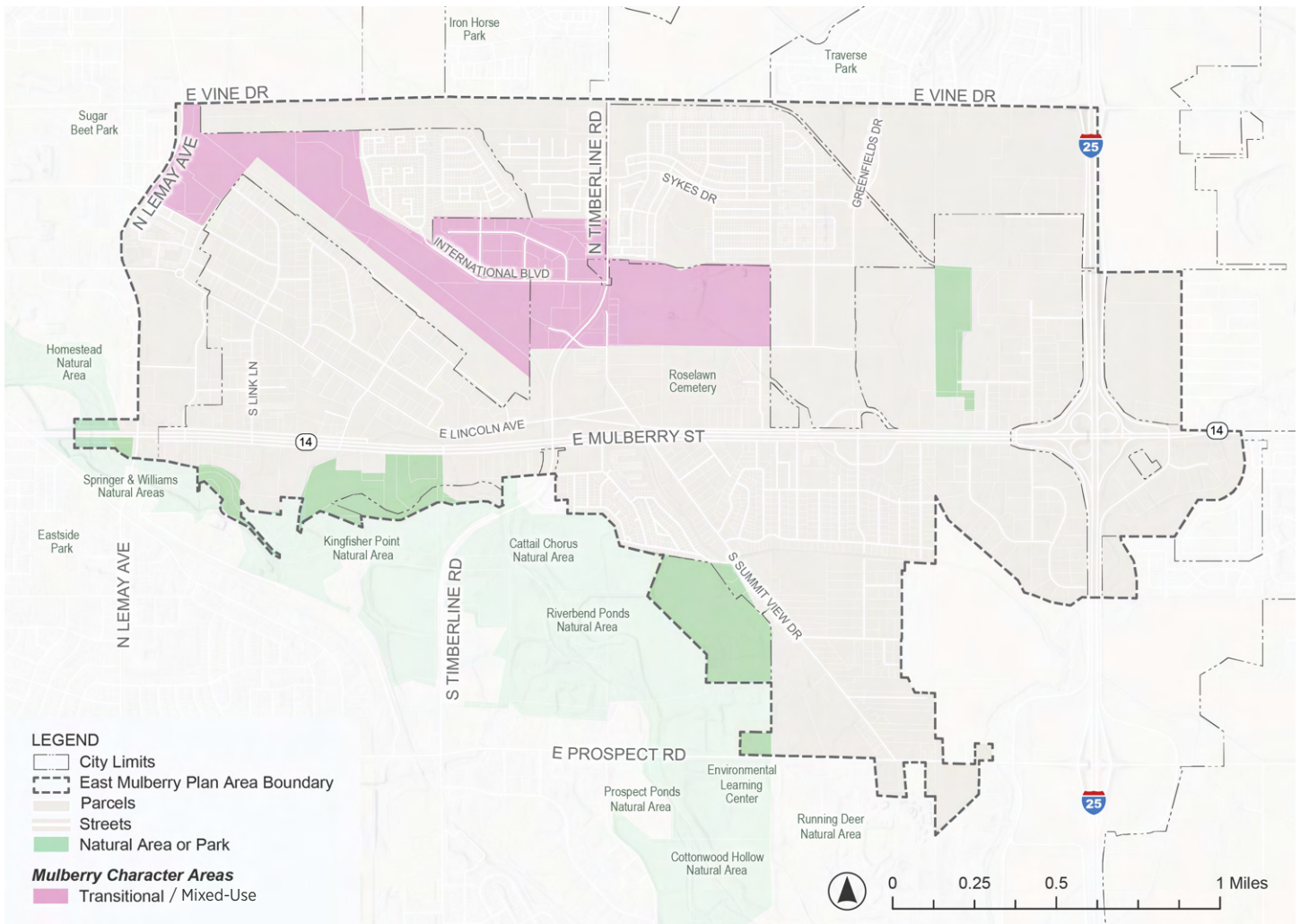


EDWARD'S STONE SUPPLIER





# Transitional / Mixed-Use



The Transitional / Mixed-Use character area primarily represents the undeveloped lands situated between the Airpark and the residential neighborhoods south of Vine Drive. This area features prominent natural features and habitat corridors such as the Lake Canal and Dry Creek, and, as a natural low spot in the corridor, many properties are impacted by floodways and floodplains.

## EXISTING CHARACTER

Owing to the established natural features and floodplains, the western half of this character area remains undeveloped, while the eastern half features a mix of commercial and industrial businesses, primarily clustered along or near the Timberline Road frontage. Compared with other portions of the plan area, these businesses tend to feature a greater mix of office employment and institutional users and generally features newer buildings or development.





# Transitional / Mixed-Use

## FUTURE CHARACTER

In the short term, new development, especially north of the Airpark, is likely to be limited due to floodway restrictions and the protection of sensitive natural features. Outside established floodplains, this character area could play host to a variety of mixed land uses that support the retail needs of both nearby industrial and residential users, or new types of business and industry that can demonstrate compatibility with established residential neighborhoods.

The City may play an important role in this character area in the future through a combination of future capital projects and master planning efforts. The Master Street Plan identifies an extension of International Boulevard to Cordova Road and upcoming studies seek to understand the opportunities and challenges of future trail corridors and stormwater/floodplain improvements in the area.

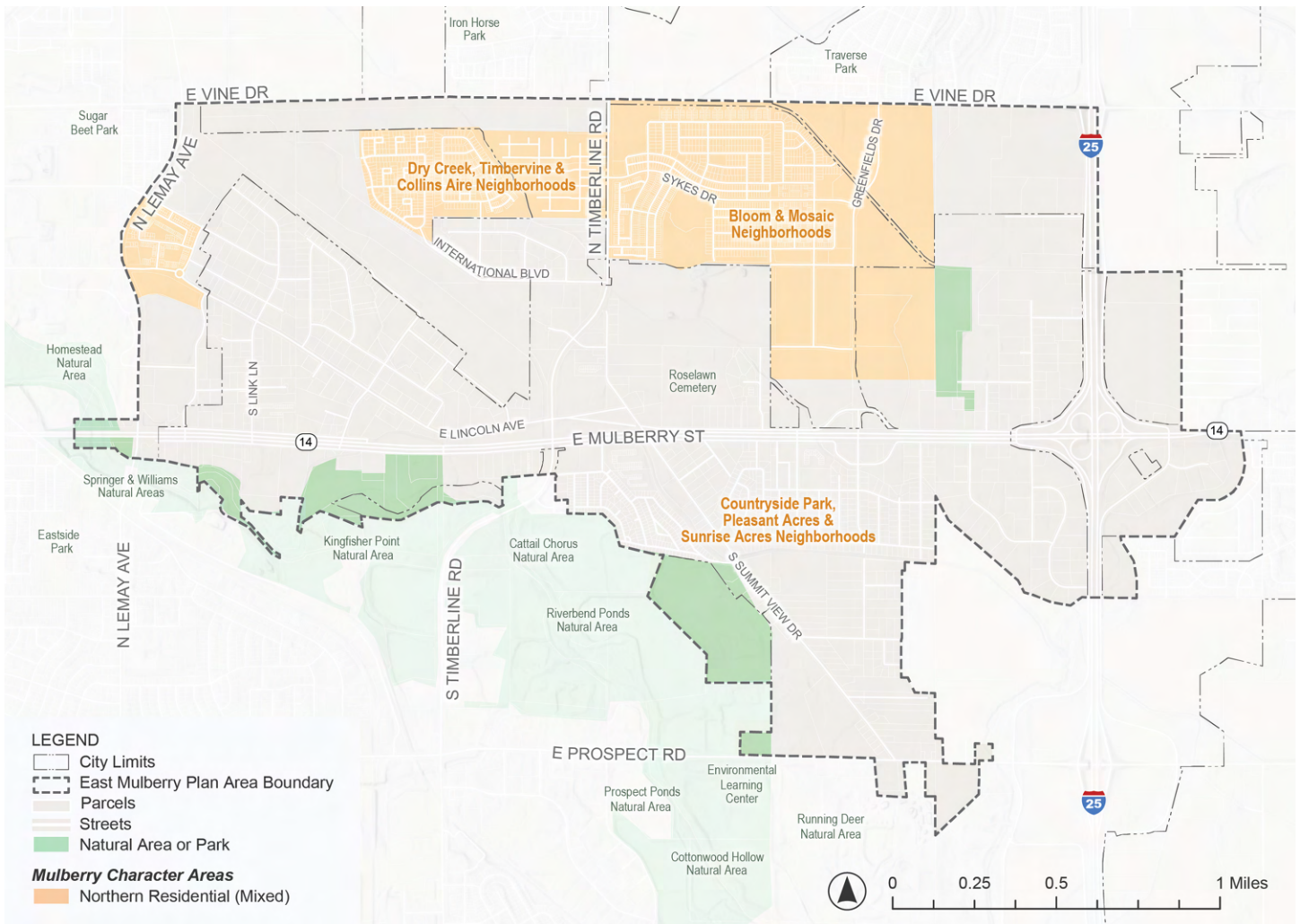
### Predominant Place Type:

### Research & Development Flex District





# Northern Residential (Mixed)



The Northern Residential character area features a mix of both established and newly developing neighborhoods north of Mulberry Street, many of which have already been annexed and/or were recently developed or approved under the City's development standards.

## EXISTING CHARACTER

Many of the neighborhoods in this character area look and feel like other neighborhoods throughout Fort Collins, owing to their more recent development under City standards, and internally, tend to feature a more consistent local street network with developed stormwater and multimodal infrastructure. Residents in this character area have expressed a desire for better connectivity with the broader corridor and community through nearby street and trail connections, and to address ongoing plan area-wide issues such as undergrounding utilities, addressing flooding and stormwater issues, and encouraging additional neighborhood amenities in the plan area.



# Northern Residential (Mixed)

## FUTURE CHARACTER

A large majority of the remaining vacant land in this character area has recently been developed or has an approved development plan which is likely to add an additional 1,500 units to the area. As these neighborhoods continue their buildout, the character established in the near and mid-term is likely to remain for the foreseeable future. Both the City and residents should work to improve connectivity to this area and work to advance City preservation and livability support to the Collins Aire Mobile Home Park.

**Predominant Place Type:** Mixed Neighborhood

### MOSAIC NEIGHBORHOOD



### TIMBERVINE



### COLLINS AIRE

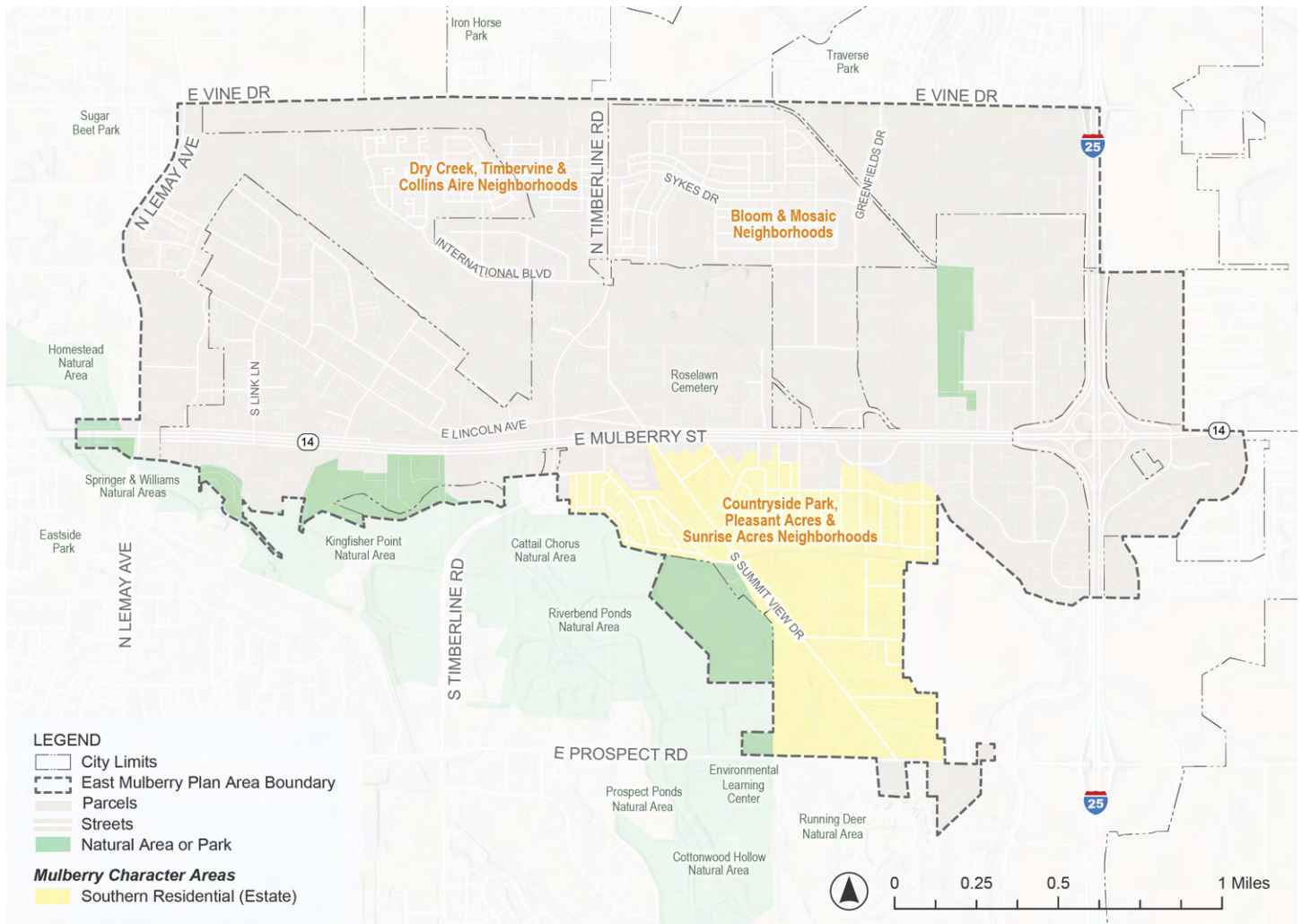


### THE COTTAGES OF FORT COLLINS





# Southern Residential (Estate)



The southern residential character area features established neighborhoods south of Mulberry Street, generally around Summit View Drive and Greenfields Court. Many of these neighborhoods have existed for decades as the plan area and broader community have grown up to or surround them.

## EXISTING CHARACTER

Nearly all land in this character area has already been developed and features a mix of neighborhoods with single-family dwellings and smaller plexes. The residential areas along Summit View Drive near Prospect Road have a more rural character and feature larger estate lots, some with horses or other farm animals. These rural neighborhoods also generally lack streets with curb and gutter, sidewalks, or other types of more urban-level multimodal infrastructure.





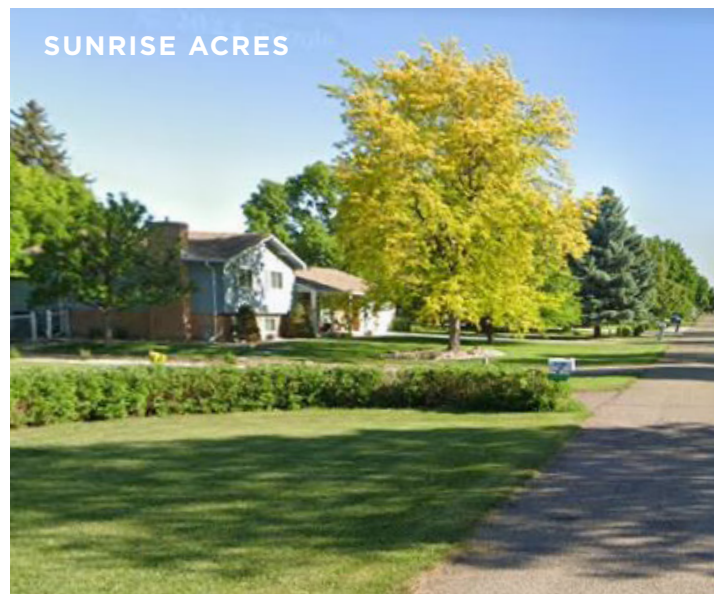
# Southern Residential (Estate)

## FUTURE CHARACTER

As an established set of neighborhoods, the future character of this area should remain similar to its existing character, while addressing plan area-wide opportunities and deficiencies. This could mean future augmentation to major streets, such as Summit View Drive, to implement some level of multimodal infrastructure while keeping the more rural streetscape in other locations with gravel shoulders. The City should also provide flexibility to help maintain the longstanding ability for the keeping of horses and farm animals on appropriately-sized lots. Upon annexation, the City should also work with neighbors to identify ongoing street maintenance options for some of the neighborhood streets in the character area that are currently failing.

Finally, as little new development is anticipated in this character area, annexation initiated either by the existing Fort Collins-Larimer County Intergovernmental Agreement or a thresholds annexation approach suggest this may be one of the last areas of the corridor to be considered for annexation into the City.

**Predominant Place Types: Mixed Neighborhood, Suburban Neighborhood, Rural Neighborhood**



# 3

# Goals & Strategies

## How to Navigate this Section Plan on a Page

### Goals & Strategies:

**Goal 1: Commercial & Industrial Hub**

**Goal 2: Stormwater**

**Goal 3: Transportation**

**Goal 4: Community Amenities & Services**

**Goal 5: Housing**

**Goal 6: Historic, Cultural, & Natural Features**

**Goal 7: Mulberry Gateway**

# Goals & Strategies

The updated East Mulberry Plan has seven goals to guide the future of the East Mulberry Plan Area. The seven goals cover a wide breadth of topics and have been crafted using feedback from the community and stakeholders to reflect continued and future priorities. The following list includes the numbered goal and the topic of each goal. Full goal text appears on the following pages.

- Goal 1: Commercial & Industrial Hub
- Goal 2: Stormwater
- Goal 3: Transportation
- Goal 4: Community Amenities & Services
- Goal 5: Housing
- Goal 6: Historic, Cultural, & Natural Features
- Goal 7: Mulberry Gateway

## HOW TO NAVIGATE THIS SECTION

### GOAL INTENT & PURPOSE

Under each of the seven goals, there is a short explanation of the goal’s intent and purpose. This section provides more context on why this goal statement appears in this plan and reflects on how the existing conditions within the East Mulberry Plan area have resulted in these goals. All of the goals strive to strike a balance between preservation of the important characteristics that make this area unique and should continue into the future, while also envisioning how the quality of life in this area could be improved for residents and businesses.

### WHAT WE HEARD

Each ‘What We Heard’ section captures statements synthesized from community and stakeholder engagement that relate to the plan goals. One aspect motivating this plan update is to ensure that the most recent feedback and sentiments collected during conversations with the community are reflected in how goals, strategies, and implementation actions were formulated.

### STRATEGIES & IMPLEMENTATION ACTION ITEMS

Below each of the seven plan goals are strategies and implementation action items. Strategies are action-oriented statements that support achievement of the goal. The implementation action items are more specific than the strategy statements and provide more detailed methods for how the strategies may be achieved.

### NOTE ON FULFILLMENT OF STRATEGY

Because annexation of the East Mulberry Enclave under a thresholds approach may take a long time, the sections called ‘Note on Fulfillment of this Strategy’ acknowledge that implementation of these strategies and implementation action items are mostly dependent on when the areas are brought under City jurisdiction. Ongoing coordination and collaboration with Larimer County will continue throughout a threshold annexation strategy.

### PRIOR TO ANNEXATION

As mentioned, implementation of most strategies are dependent on when different areas of the East Mulberry Enclave may annex in the future. However, in some cases, there are actions that the City could pursue to prepare to implement these strategies in the future. Some of these may be strengthening or continuing the existing partnerships the City has with Larimer County and other agencies that serve the East Mulberry area. If there are any actions to be completed prior to annexation, those are captured on the ‘Prior to Annexation’ section.



# Plan on a Page

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The updated East Mulberry Plan has seven goals to guide the future of the East Mulberry Plan Area. The seven goals cover a wide breadth of topics and have been crafted using feedback from the community and stakeholders to reflect continued and future priorities.

## Goal 1

### COMMERCIAL & INDUSTRIAL HUB

**Foster a healthy and prosperous commercial and industrial hub for the City, while remaining viable for small businesses and industry.**

## Goal 2

### STORMWATER

**Master plan, construct and maintain stormwater infrastructure to provide safe conveyance of stormwater flows and reduce flood risk.**

## Goal 3

### TRANSPORTATION

**Plan and support safe and comfortable infrastructure for multi-modal transportation.**

## Goal 4

### COMMUNITY AMENITIES & SERVICES

**Increase access for residents and businesses to community amenities & services.**

## Goal 5

### HOUSING

**Explore mechanisms to maintain housing affordability and existing character of residential neighborhoods.**

## Goal 6

### HISTORIC, CULTURAL, & NATURAL FEATURES

**Protect and promote natural, historic, and cultural resources that support a cohesive and resilient community using nature-based solutions.**

## Goal 7

### MULBERRY GATEWAY

**Improve the function and visual appearance of the Mulberry & I-25 interchange and Mulberry Street frontage as a gateway into Fort Collins.**

# Goal 1

## COMMERCIAL & INDUSTRIAL HUB

**Foster a healthy and prosperous commercial and industrial hub for the City, while remaining viable for small businesses and industry.**

### GOAL INTENT AND PURPOSE:

East Mulberry has traditionally been an Industrial area with a wide variety of spaces for warehousing, distribution, small office support, engine/vehicle repair, fabrication and many other uses. Many of these businesses serve the Northern Colorado region, while many other businesses are significant nationally and internationally as well. Policies should support the continued operation of such businesses into the future.

### WHAT WE HEARD

- *Business owners want to be able to continue operating their businesses and are concerned that new, adjacent uses would not be compatible.*
- *Some business owners are concerned that City standards may be too high regarding "Change of Use" applications and may inhibit business expansion.*

### COMMERCIAL BUSINESSES IN AIRPARK





## STRATEGY 1 **Customize approach to infill development and business improvements.**

### Implementation Action Item:

**1.1.1** Where possible, work with City staff to prioritize site improvements based on project size and other site-specific constraints.

See Section 4 of the East Mulberry Plan document for the Development Review Framework.

#### Land Use Code Standards:

Existing development standards allow staff and decision makers to waive or defer certain upgrades for sites undergoing a change of uses. Examples of deferments could be elements like interior parking lot landscaping, trash/recycling enclosures, or enclosed bicycle parking. Critical life/safety upgrades cannot be deferred.

**Note on Fulfillment of this Strategy:** Because much of the East Mulberry area was developed during the 1950s and 1960s and has had limited redevelopment since, many existing streets and lot configurations would not be developed the same today. Therefore, some flexibility in standards will be needed depending on the site and the proposed improvement/expansion.

**Prior to Annexation:** Larimer County will continue to manage development review applications and refer those within the East Mulberry enclave to City staff for review and comments. Larimer County will continue to have decision-making authority on most projects within the enclave unless they are eligible for immediate annexation.

### UNDEVELOPED LAND NORTH OF MULBERRY STREET



## STRATEGY 2

**Support the retention of existing industrial and agricultural business uses and their future expansion.****Implementation Action Items:**

**1.2.1** Market studies have documented the East Mulberry Plan Area as a significant component of the larger Fort Collins business community. Existing businesses, including agricultural and industrial, should be encouraged to remain and expand. Specific tools to explore to achieve this strategy should include examination of allowable uses in existing zone districts and a consideration of possible changes or additions to zone districts to accommodate a larger number of industrial and agricultural businesses.

**1.2.2** Agricultural-related business uses, such as livestock auctions, cooperatives, veterinary supply, implement dealerships and stockyard activities, located within the East Mulberry Plan Area, will be allowed to continue as part of the industrial land use designation and zoning.

Please reference Section 4 of this document to view the Place Type Framework map and further discussion of land uses.

**1.2.3** Staff from the Economic Health Office and the Planning Department will continue to work with businesses in the area to understand changing needs and concerns, especially when the area is being examined as a potential threshold for annexation. Staff will continue to communicate with businesses in the area regarding tools available to them and any requirements of them upon annexation should that occur.

**1.2.4** Foster innovation and entrepreneurship for commercial and industrial uses by allowing for business incubation and start-up spaces.

**1.2.5** As properties redevelop, billboards will generally be required to be removed and nonconforming or outdated signage should be updated to be brought into compliance with City standards. Prior to redevelopment, the City should explore financial incentives for voluntary consolidation or removal of billboards in the corridor, especially those located along ditch corridors where removal through the development review process is unlikely to occur.

**Note on Fulfillment of this Strategy:**

Fort Collins does not currently have a major industrial area within city limits. Therefore, some of the zone districts that support industrial operations may need to be altered to better foster a thriving industrial area if the area were to be annexed in the future.

**Prior to Annexation:** Larimer County will continue to manage development review applications and refer those within the East Mulberry enclave to City staff for review and comments. Larimer County will continue to have decision-making authority on most projects within the enclave unless they are eligible for immediate annexation.

**MOUNTAIN VET SUPPLY****4 RIVERS EQUIPMENT**



### STRATEGY 3 Recognize interconnectivity of infrastructure and business.

#### Implementation Action Items:

**1.3.1** Continue to support East Mulberry Street as a primary travel and freight corridor for travel-related businesses, shopping and employment.

**1.3.2** Focus on safe truck access that also accommodates bicycle and pedestrian traffic within and between areas of the enclave.

**1.3.3** Bring highly reliable and efficient energy through Fort Collins Light & Power's underground system.

**Note on Fulfillment of this Strategy:** The unique nature of industrial businesses, especially those related to manufacturing, warehousing, and shipping often require safe and efficient truck access. This is especially important for access along East Mulberry Street and out to I-25. Safe access to and from I-25 is currently impeded by substandard turning lanes and dangerous circulation patterns near the I-25 and East Mulberry interchange. Ultimately, as future annexed areas become served with the City's Light & Power system, businesses will have reliable and efficient service.

**Prior to Annexation:** The Colorado Department of Transportation (CDOT) will continue to manage and will retain decision-making authority regarding improvements of East Mulberry Street from Lemay to I-25 as well as the I-25 interchange. Larimer County will continue to manage development review applications and refer those within the East Mulberry enclave to City staff for review and comments. City staff will focus on creating recommendations to support connectivity for reference by County staff prior to annexation.

FUNKWERKS BREWERY



INDUSTRIAL EQUIPMENT IN THE MULBERRY CORRIDOR



ATLAS MEAT COMPANY



NOCO SELF STORAGE



# Goal 1

## SPECIFIC IMPLEMENTATION ACTION ITEMS BY CHARACTER AREA

### 1.A - Airpark

**1.A.1** Support the preservation of industrial businesses and functions within the Airpark.

**1.A.2** Maintain current land uses through zoning upon annexing into the City of Fort Collins and other land use guidance.

### 1.F - Frontage

**1.F.1** Maintain East Mulberry Street as a travel corridor to support efficient freight access for industrial and commercial functions.

**1.F.2** Preserve the East Mulberry Frontage character area as commercial through land use guidance and zoning when areas annex into the City of Fort Collins.

### 1.N - I-25 Interchange

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

### 1. E - Southern Residential (Estate)

*Goal 1 pertains primarily to existing commercial and industrial areas within the East Mulberry Plan Area. Neighborhoods within the Southern Residential (Estate) Character Area are intended to be preserved as lower intensity residential zones.*

### 1. M - Northern Residential (Mixed)

*Goal 1 pertains primarily to existing commercial and industrial areas within the East Mulberry Plan Area, however, neighborhood centers supporting smaller commercial amenities could be incorporated where appropriate.*

### 1. T - Transitional / Mixed-Use

**1.T.1** Maintain flexibility for future land uses that act as a buffer between industrial and residential areas, thereby supporting the continued viability of industrial and commercial areas.

**1.T.2** Explore the creation of a green infrastructure corridor along Dry Creek. One of the multiple benefits of a green infrastructure corridor could be reduced on-site stormwater burden for industrial and commercial businesses surrounding the Transitional character area.



# Goal 2

## STORMWATER

**Master plan, construct and maintain stormwater infrastructure to provide safe conveyance of stormwater flows and reduce flood risk.**

### GOAL INTENT AND PURPOSE:

There are longstanding stormwater drainage and floodplain issues in the East Mulberry Enclave, and it will take a coordinated effort to begin to identify, plan, and prioritize necessary repairs, improvements, and maintenance. Enhancements to the stormwater system will be generational in nature and long-term master planning should begin even before annexation fully occurs so public and private stakeholders can begin to understand needs and funding requirements.

### WHAT WE HEARD:

- *Community members want to see improvements to ongoing flooding issues in the area.*
- *Some businesses are worried about flooding from local creeks that overflow near business centers in the area.*



## STRATEGY 1

**Dedicate funding to prepare an East Mulberry Enclave stormwater master plan.****Implementation Action Items:**

**2.1.1** Explore joint master planning of the East Mulberry Plan Area with Larimer County to manage future improvements and maintenance while areas of the plan area remain under split jurisdiction and to reconcile different regulatory approaches to Poudre River floodplain requirements.

**2.1.2** Coordinate with Larimer County and private property owners to inspect and clean existing stormwater system infrastructure and identify repairs and improvements in the stormwater master plan.

**2.1.3** The stormwater master plan should identify storm drainage improvements to Dry Creek, Cooper Slough, and Boxelder Creek to better manage the area's flood flows and adjacent local drainage and prepare funding estimates for future capital project planning and prioritization.

**2.1.4** The stormwater master plan should coordinate with Larimer County and other services providers for the provision of urban level drainage infrastructure, maintenance, and the timing of future public improvements.

**Note on Fulfillment of this Strategy:**

Waterways, floodplains, and stormwater conveyance ignore property and jurisdictional boundaries and there is a need to understand deficiencies and opportunities on a plan area-wide scale. While future stormwater improvements and maintenance are not likely to occur until annexation into the City, master planning needs to begin sooner to understand needs and identify and prioritize funding mechanisms and opportunities.

**Prior to Annexation:** The City should engage with Larimer County and other stakeholders to lay the groundwork for a joint stormwater master plan for the plan area, including consideration of funding to begin the study even before large areas of the plan area have been annexed.

**STORMWATER DRAINAGE ON LINCOLN AVENUE**



## STRATEGY 2 **Protect people, property and the environment through floodplain and stormwater regulations.**

### Implementation Action Items:

**2.2.1** Reduce flood risk and floodplain encumbrances on public and private property with improved drainage infrastructure.

**2.2.2** Development and redevelopment will be required to follow the City's stormwater regulations for protection of the project site and neighboring properties by improving localized and substandard stormwater conveyances.

**2.2.3** Development and re-development activity within the Poudre River corridor shall comply with existing floodplain regulations.

**2.2.4** Storm drainage improvements along and adjacent to Dry Creek, Cooper Slough and Boxelder Creek should be designed using nature-based solutions and constructed wetlands to balance flood protection, environmental enhancement, and natural habitat buffering.

**Note on Fulfillment of this Strategy:** Older development in the East Mulberry Plan Area lacks modern stormwater conveyance features that can lead to flooding and safety issues. As sites redevelop, they will generally be required to install or incrementally upgrade stormwater infrastructure and begin the long-term process of developing plan area-wide stormwater infrastructure.

**Prior to Annexation:** City staff will continue collaborating with Larimer County and provide referral comments on stormwater upgrades and floodplain requirements when sites undergo redevelopment through Larimer County's development review process.





### STRATEGY 3 **Incorporate or collocate stormwater and floodplain enhancements alongside other East Mulberry Plan Area environmental protection and transportation enhancements.**

#### Implementation Action Item:

**2.3.1** Future transportation and storm drainage projects should be coordinated to assess design opportunities, funding assessments, and impacts to adjacent properties.

**2.3.2** Stormwater and floodplain enhancements should incorporate natural features while improving drainage infrastructure by creating/improving natural areas, wetlands, and wildlife corridors.

**2.3.3** Storm drainage improvements to Dry Creek, Cooper Slough and Boxelder Creek, will be designed using nature-based solutions and constructed wetlands to balance flood protection and environmental enhancement of Nature Habitat buffering.

**Note on Fulfillment of this Strategy:** Larger stormwater and floodplain enhancements in the plan area should seek to collocate alongside other planned environmental and transportation improvements identified in the plan area to achieve design and funding efficiencies. Many of the waterways in the East Mulberry Plan Area have been identified for additional environmental protection and possible trail or multimodal corridors that could benefit from joint project planning.



# Goal 2

## SPECIFIC IMPLEMENTATION ACTION ITEMS BY CHARACTER AREA

### 2.A - Airpark

**2.A.1** Address the lack of stormwater infrastructure available for redevelopment by conducting an inventory, adding it to the maintenance schedule, and planning improvements based on the Citywide prioritization list.

### 2.F - Frontage

**2.F.1** Coordinate with CDOT to improve and maintain stormwater infrastructure between Mulberry Street and the frontage roads.

**2.F.2** Reduce flooding along Mulberry Street through future improvements identified through joint stormwater master planning efforts.

### 2.N - I-25 Interchange

**2.N.1** Accommodate improvements identified through stormwater master planning in new developments in the area.

**2.N.2** Construct future improvements to reduce flooding along Cooper Slough.

### 2.E - Residential Estate

**2.E.1** Implement improvements identified through stormwater master planning to mitigate flooding in the area.

**2.E.2** Prioritize the study of localized drainage issues caused by the lack of stormwater infrastructure and incorporate them into the City's overall project prioritization list.

**2.E.3** Add existing stormwater infrastructure within this character area to the maintenance schedule.

### 2.M - Residential Mixed

**2.M.1** Ensure new residential areas have sufficient stormwater infrastructure. Coordinate with Larimer County to determine when maintenance of public infrastructure should be transferred.

**2.M.2** Implement improvements through stormwater master planning to mitigate flooding in the area.

### 2.T - Transitional / Mixed-Use

**2.T.1** Implement recommendations identified in stormwater master planning efforts to reduce flooding in the adjacent Airpark character area.

**2.T.2** Develop a green infrastructure corridor through the the Transitional / Mixed-Use character area along Dry Creek that can serve partially as a flood channel corridor.

**2.T.3** Protect and improve the Lake Canal corridor.



# Goal 3

## TRANSPORTATION

### Plan and support safe and comfortable multi-modal transportation infrastructure.

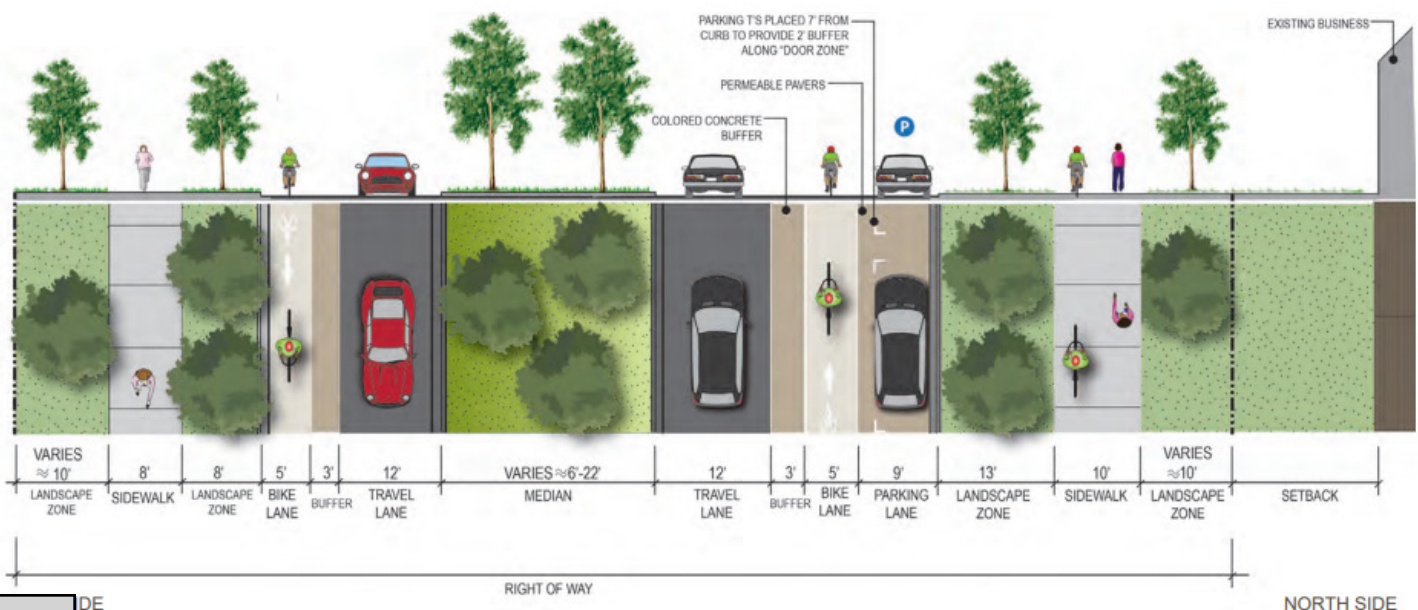
#### GOAL INTENT AND PURPOSE:

Transportation infrastructure in the East Mulberry Plan Area will support walking, rolling, bicycling, driving, and commercial activities. The connections will focus on safety and comfort, especially for the most vulnerable road users. Infrastructure design will recognize business needs and utilize creative design elements to ensure both efficient and safe travel for all modes.

When considering future improvements to Lincoln Avenue, consult design alternatives and concepts developed as part of the Lincoln Corridor Plan (such as the graphic below).

#### WHAT WE HEARD:

- Residents who rely on frontage roads know that they are unsafe but worry the city will get rid of the frontage roads entirely.
- Some business owners want to preserve access to key business and manufacturing corridors, like Lincoln Avenue.
- Some business owners are interested in improved connectivity along East Mulberry between I-25 and downtown Fort Collins.
- Transportation related infrastructure is needed for all modes, especially pedestrian and bicycle infrastructure, including improvements at key intersections.
- Many residents voiced a desire for improved bicycle and pedestrian connectivity to nature trails, open green space, and downtown as a priority. Some residents would like to see neighborhood access for cars prioritized over pedestrian and bike access routes.



## STRATEGY 1

**Augment existing streets to create multi-modal connections that support safe and comfortable mobility and traffic calming prior to improving streets to Larimer County Urban Area Street Standards (LCUASS).**

## Implementation Action Items:

**3.1.1** There are many State and Federal grants that focus on bicycle and pedestrian safety that will be explored to augment currently deficient streets in the East Mulberry Plan Area.

**Note on Fulfillment of this Strategy:** According to standards adopted by City of Fort Collins and Larimer County, improvements to many streets upon annexation either require resident financial involvement or the street will be added to a long capital improvement list with a several-year wait. However, much of the area currently lacks sidewalks and bike lanes – necessary implements for safe travel. Strategies will be explored to create safe infrastructure by augmenting existing streets with improvements that do not necessarily comply with LCUASS standards. Also, traffic-calming techniques will be explored for streets leading to existing and future neighborhoods used by larger vehicles traveling from commercial and industrial land uses, reducing encroachment of heavy truck traffic and other related traffic through residential neighborhoods.

**Prior to Annexation:** Identify deficiencies on all streets in the annexation area and prioritize opportunities to augment with safe infrastructure and traffic calming.





**STRATEGY 2 Collaborate with CDOT, adjacent business owners and other community stakeholders on the re-design or augmentation of Highway 14 (East Mulberry) and frontage roads for multi-modal transportation.**

**Implementation Action Items:**

**3.2.1** Coordinate with CDOT to evaluate the existing plan to expand Mulberry to six travel lanes as identified in the Access Management Report and the Master Street Plan.

**3.2.2** The US 287/SH 14 Access Management Report shall be updated to reflect the goals and strategies in the East Mulberry Plan Area.

**3.2.3** Continue to support East Mulberry Street as a primary travel and freight corridor for businesses, shopping and employment.

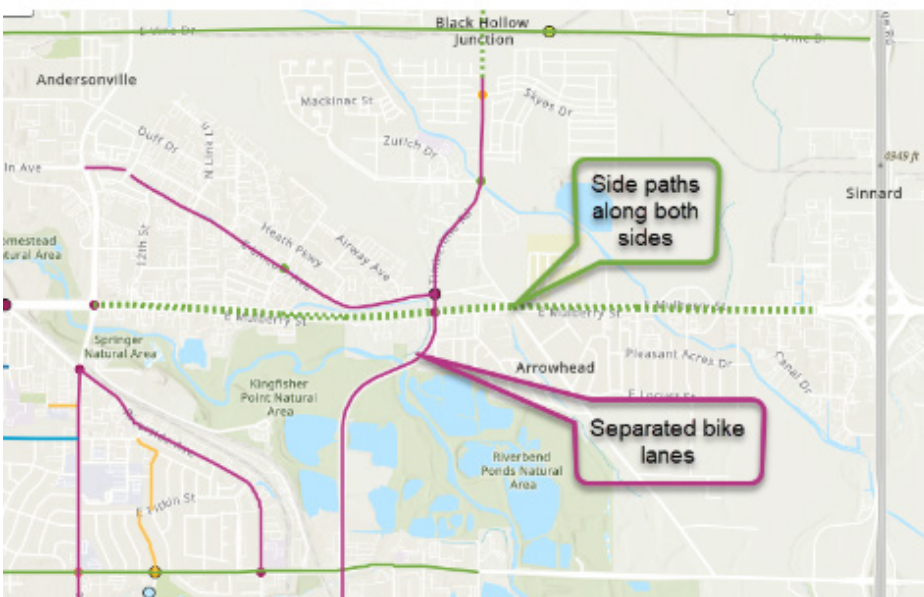
**3.2.4** The Active Modes Plan calls for side paths (shared-use for bicycles and pedestrians) along East Mulberry. This infrastructure would support bicycle and pedestrian travel on the frontage roads as well. Coordinate with the Active Modes implementation team on design and implementation of side paths on East Mulberry.

**Note on Fulfillment of this Strategy:**

State Highway 14 (Mulberry Street) is a wide 4-lane arterial street that serves as a CDOT designated trucking route (Denver to Laramie) with frontage roads for business access. Presently there are no sidewalks or bike lanes along this stretch of road. The frontage roads offer an opportunity for bicycle and pedestrian access with creative design solutions on relatively low-speed streets. And the generous size of Mulberry provides opportunities for dedicated transit lanes.

**Prior to Annexation:**

Coordinate with CDOT about design options and schedule for the next maintenance or resurfacing project for Highway 14.



## STRATEGY 3

## Create a transportation-specific plan for the East Mulberry Plan Area, analyzing transportation needs – focusing on multi-modal travel, opportunities, and defining strategies for implementation.

### Implementation Action Item:

**3.3.1** Identify funding and resources for a transportation plan prior to annexation.

**3.3.2** Encourage future City transportation plans and studies to incorporate the East Mulberry Plan Area into plan boundaries and evaluation criteria prior to annexation to begin building data capacity and funding/prioritization needs.

#### Note on Fulfillment of this Strategy:

Annexation of the East Mulberry Plan Area will likely happen in pieces and phases. However, the timeline and extent are unknown. This uncertainty introduces a challenge to creating a transportation plan and its implementation details prior to annexation.

**Prior to Annexation:** Communicate this intent with decision-makers as they determine schedule and extent of annexation.

## STRATEGY 4

## Plan and identify strategies, costs, funding, and timelines for City acceptance of public streets for maintenance. This includes CDOT right-of-way, existing and future improvement districts, and all street classifications.

### Implementation Action Item:

**3.4.1** Identify funding and resources for a transportation plan prior to annexation.

#### Infrastructure Standards

Developed land, or areas seeking voluntary annexation, must have their infrastructure improved (e.g., streets, utilities and storm drainage systems) to City standards, or must have a mechanism (e.g. a special improvement district, capital improvements program or other type project) in place to upgrade such services and facilities to City standards before the City will assume full responsibility for future maintenance.

\*Larimer County Urban Area Street Standards (LCUASS): Appendix G

**Note on Fulfillment of this Strategy:** The importance of this strategy is to be transparent with all stakeholders being annexed into the City of Fort Collins with levels of maintenance they can expect. An inter-governmental agreement between Larimer County and the City of Fort Collins generally says that streets need to be built and maintained to City standards upon annexation for the City to perform more than minor maintenance. Some neighborhoods have created Special Improvement Districts to fund the improvement of their streets.  
(See following page for more details.)

**Prior to Annexation:** The City of Fort Collins will work with CDOT and Larimer County to evaluate existing streets and understand existing maintenance activities.

## Mechanism of Public Improvements

Ongoing deterioration, maintenance, and repair of infrastructure has been a critical topic for the plan area since before the 2002 East Mulberry Plan was adopted. Timing for updates to aging infrastructure, maintenance responsibility, and what changes with annexation often raises questions for residents and business owners.

One solution for adding clarity around these issues is the implementation of Improvement Districts. There are various improvement districts that can be explored and established within the City: **Special Improvement Districts (SID)**, **Business Improvement Districts (BID)**, **General Improvement Districts (GID)**, and **Metropolitan Districts (Metro Districts)**.

### 1 Special Improvement Districts

A Special Improvement District (SIDs) is used for one-time projects that will serve a particular area. The City Council can establish SIDs on its own initiative without the affected property owners' consent. However, their participation encouraging the City Council to establish the SID is advisable. The cost to build the improvements are funded with "special assessments" imposed on the adjacent properties that are expected to increase in value by the proposed improvement rather than funded with property taxes. SID special assessments can therefore be imposed by the Council without a TABOR election. SIDs do not have a maintenance aspect, so the expectation is that once the improvement is built, such as a street, the City accepts the improvement for future maintenance, repair and replacement. SIDs should be initiated only when the adjacent properties are sufficiently developed to support the property owners' payment of the special assessments. Also, if the improvement is to be oversized to serve more than just the adjacent properties, such as oversizing a street, this may require the City to separately fund the oversized portion.

**1 General Improvement Districts (GIDs)** can be set up to not only construct public improvements, but also to operate and maintain them. GIDs can construct pretty much any public improvement the City can construct. A GID can only be established if a significant percentage of the property owners within the boundaries of the proposed GID have signed a petition requesting creation of the GID and then the creation must be approved in an election approved by the GID's voters. Also, any taxes imposed by the GID to fund its projects must be approved by the GID's voters in a TABOR election. The Council is the governing board of the GID. GIDs can include residential, commercial and industrial zoned properties.

**1 Business Improvement Districts (BIDs)** are organized in a similar manner as GIDs, and they can impose property taxes after a TABOR election. They can also impose special assessments without an election. BIDs can construct, maintain and operate its public improvements like a GID can. However, BIDS are intended to be used for public improvements to serve commercial business areas, so the boundaries of BIDs cannot include residentially zoned properties. The governing board of BIDs can either be the Council or the Council can appoint electors from the BID to serve on the board, which are usually owners of commercial properties within the BID.

**1 Metro Districts** are not established by the City, but typically by the developers of large developments and used by them to help fund the public infrastructure for those developments. Metro Districts have a separate governing body, and their powers are governed by a Service Plan that must be approved by the City Council. Service Plans approved by the Council typically limit the Metro District's authority and define the scope of its operation. A Metro District's improvements are usually funded with a property tax imposed on the properties and future development within the District. Some Metro Districts are dissolved after construction of the public infrastructure has been completed and all related debt has been paid. However, some have a perpetual existence if needed to fund the future operation, maintenance, or replacement of such infrastructure.

## STRATEGY 5

**Establish safe and direct multimodal connections between destinations/character areas within the East Mulberry Plan Area, as well as primary travel corridors and to adjoining areas within the City of Fort Collins such as Downtown, natural areas, and the Mulberry & Lemay Crossings commercial area.**

**Implementation Action Items:**

**3.5.1** Prioritize capital improvement for Lincoln Avenue to Timberline Street consistent with improvements west of Lemay to serve as a multimodal connection between the core of East Mulberry and the heart of Downtown.

**3.5.2** Incorporate the existing and proposed bikeway and pedestrian networks, as part of the transportation system, along roadways as well as multi-use trails (off-street) just outside of the natural habitat and features buffers along Cooper Slough, Lake Canal, and other ditches.

**3.5.3** Plan and design multi-use trails to function as both recreational and transportation facilities for all skill and user types, with well-connected trail access points to surrounding developments, such as the adjacent Mountain Vista and Poudre River areas.

**3.5.4** Review and update the city's Master Street Plan consistent with the goals of this plan, City Plan, and newly established development patterns.

**3.5.5** Land use development will provide and allow for a well-connected direct pedestrian / sidewalk system and bike network from points of origin to destinations, including transit stops along East Mulberry Street.

**3.5.6** Eliminate crashes between various transportation modes by reducing points of conflict by utilizing grade separated crossings at major roadways such as the multi-use trail underpasses of East Mulberry Street and by utilizing access management techniques. Update the City's Trails Strategic Plan accordingly.

**3.5.7** Utilize the Active Modes Plan and the 2024 Strategic Trails Plan as a guide for all new walking and biking infrastructure in the East Mulberry Plan Area.

**Note on Fulfillment of this Strategy:** This plan provides a high-level view of intended multi-modal transportation connections. A more detailed transportation plan will provide specific infrastructure and funding recommendations.

**Prior to Annexation:** The City will identify opportunities for improvements consistent with jurisdictional boundaries such as transit improvements, new development improvements, and land owned by the City of Fort Collins such as parks and natural areas.

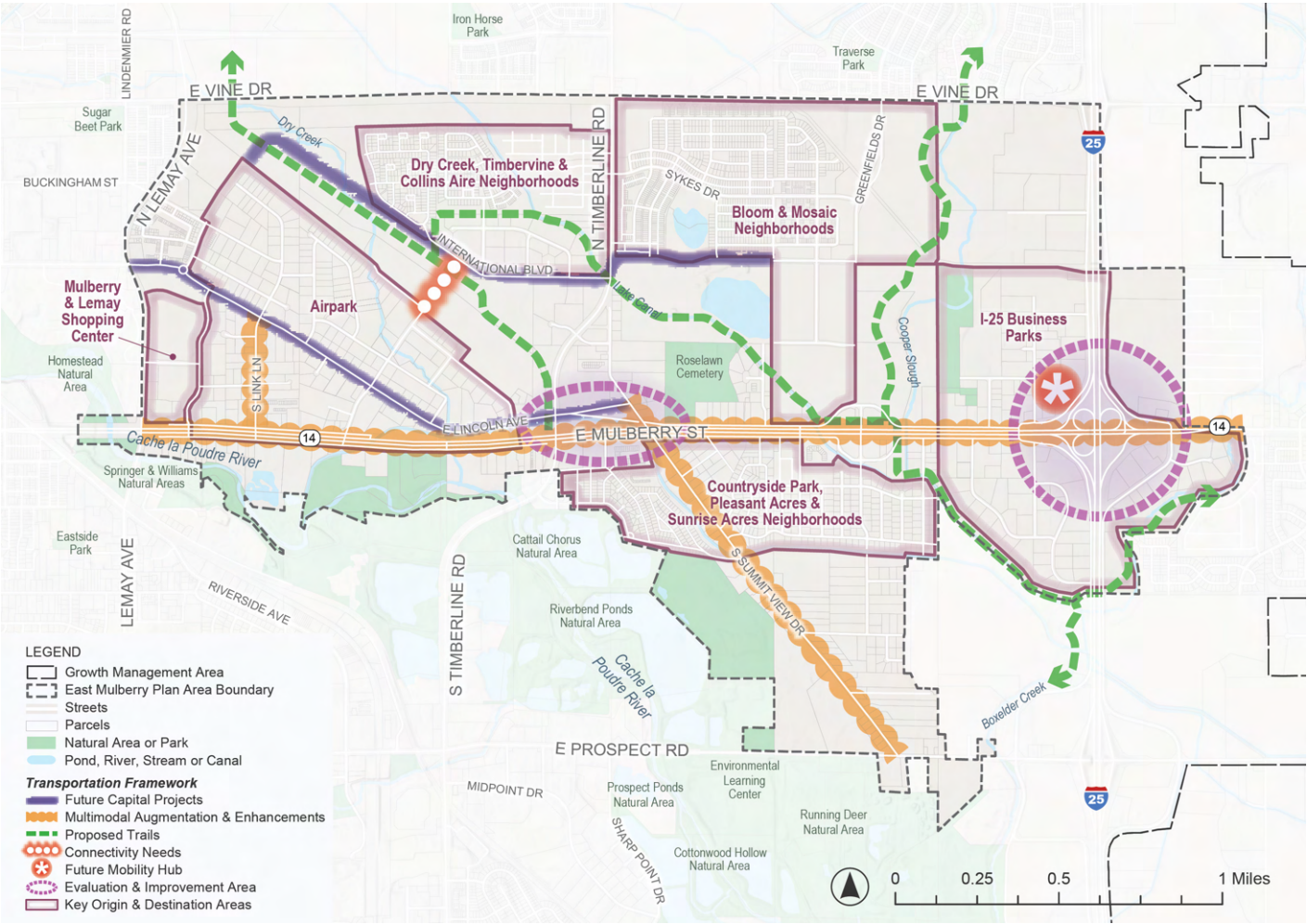




Item 12.

3: TRANSPORTATION

Transportation Framework Map



Full description and discussion of the Transportation Framework Map can be found in [Section 4](#) of the Plan.

## STRATEGY 6

## Improve transit service to the East Mulberry Plan Area consistent with goals in the Transit Master Plan.

### Implementation Action Items:

**3.6.1** A mobility hub with a park-n-ride should be located near the I-25/SH 14 Interchange and should be integrated with transit service connections.

**3.6.2** Improve existing bus stops to ensure safe ADA access.

**3.6.3** Include transit planning in the transportation-specific plan for the East Mulberry Plan Area. Consider opportunities for high-frequency/BRT service and bus-only lanes.

**Note on Fulfillment of this Strategy:** Transfort already serves this area with Route 14 at 1 hour increments. The Transit Master Plan calls for 30-minute local service on East Mulberry. However, the plan area represents an opportunity for regional commuters to either park their vehicles or transfer from regional transit to local service bringing them to and from Downtown and other employment destinations.

Please note that the implementation of transit service is typically based on demand which is created from housing and jobs. The Transit Master Plan outlines densities needed to provide various levels of service. However, this is not always the case when it comes to park-n-rides and regional service so commuting patterns and opportunities to provide service to commuters will continue to be monitored.

**Prior to Annexation:** Transfort will continue to evaluate opportunities to implement the Transit Master Plan as it relates to East Mulberry.



### Future Transit Network

- Regional Service
- Bus Rapid Transit
- High Frequency Service (15 min all day)
- Frequent Peak Service (15 min peak/30 min off peak)
- Local Service (30 min all day)
- Transit Center/Mobility Hub
- Park-and-Ride
- Mobility Innovation Zone
- City Limit
- Growth Management Area
- Park



# Goal 3

## SPECIFIC IMPLEMENTATION ACTION ITEMS BY CHARACTER AREA

### 3.A - Airpark

**3.A.1** Plan for safe pedestrian and bicycle infrastructure in an area that continues to cater to industrial and commercial vehicles.

**3.A.2** Connect the Airpark character area with the rest of the community by prioritizing capital improvements on Lincoln Avenue, following the design model of Lincoln Avenue east of Lemay Avenue.

**3.A.3** Evaluate and amend the Master Street Plan to prioritize connections within this character area and to surrounding areas.

**3.A.4** Prioritize pedestrian-friendly infrastructure such as landscaping, trees, and sidewalks, along Link Lane and Lincoln Avenue.

### 3.F - Frontage

**3.F.1** Identify opportunities to enhance Mulberry Street and its frontage roads for safe bicycle and pedestrian infrastructure.

**3.F.2** Plan for future enhanced transit service in the corridor, including potential bus-only lanes for Bus Rapid Transit (BRT) service.

### 3.N - I-25 Interchange

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

**3.N.2** Improve safety, multimodal options, and efficiency for accessing and crossing I-25.

**3.N.3** Establish a Park & Ride / Mobility Hub for regional services at the I-25 & Mulberry interchange.

### 3. E - Residential Estate

**3.E.1** Ensure safe, comfortable, and convenient connections for pedestrians, cyclists, and other modes of transportation between residential areas, commercial areas, and natural areas.

**3.N.2** Enhance or expand multimodal options along Summit View Drive.

**3.N.3** Evaluate and work with neighborhoods on desired frontage improvements (sidewalks, curb & gutter) along rural residential streets.

### 3. M - Residential Mixed

**3.M.1** Ensure safe, comfortable, and convenient multimodal connections between residential areas, commercial areas, and natural areas.

**3.M.2** Establish a trail corridor along Dry Creek or Lake Canal to Vine Drive and continuing north, in alignment with the future Strategic Trails Plan in 2024.

### 3. T - Transitional / Mixed-Use

**3.T.1** Extend International Boulevard to Cordova Road.

**3.T.2** Extend Airpark Drive to International Boulevard and amend the Master Street Plan accordingly.

**3.T.3** Establish a trail corridor along Dry Creek or Lake Canal to Vine Drive and continuing north, in alignment with the future Strategic Trails Plan in 2024.



## Goal 4

### COMMUNITY AMENITIES & SERVICES

**Increase access for residents and businesses to community amenities and services.**

#### GOAL INTENT AND PURPOSE:

There is a need for increased availability and access to amenities and services within the East Mulberry Area. This includes access to daily needs such as a grocery store, but also the types of services that can assist in making this area safer and more connected to the rest of Fort Collins.

#### WHAT WE HEARD:

- Many residents want a closer grocery store and access to more community amenities such as parks, schools, and trails.
- There are safety concerns with drug use, vandalism, and some instances of homelessness.
- Some residents are interested in having more options for affordable and stable internet connectivity including broadband.





## STRATEGY 1 **Increase community policing resources and safety within the East Mulberry Enclave.**

### Implementation Action Items:

**4.1.1** To prepare for annexation, ideally Fort Collins Police Services (FCPS) will have 18 to 24 months of lead time to hire and train officers to adequately cover the newly annexed area. As soon as the geographic area of a potential annexation is determined, FCPS analysts will determine the number of officers needed to serve the area. It has been determined that full annexation of the entire East Mulberry Enclave would lead to a 10% increase in calls for service (2022 data). That increase will require 23 police officers supported by 12 varied professional staff members.

Hiring processes take six (6) months with an additional twelve (12) months of training. Therefore, a full annexation of the entire East Mulberry Enclave would require FCPS to have authorization for 35 employees. As previously stated, FCPS requires 18 to 24 months from the moment an annexation is certified until officers can be in place to serve a newly annexed area. This timeframe is also influenced by alignment with basic training academy cycles.

**4.1.2** The staffing needs of a threshold annexation must be evaluated by the call data in the areas/zones proposed for annexation. Staffing increases will be based upon that percentage increase.

**4.1.3** Annexation (full or phased in threshold annexations) may be supported by later introduction of police services if FCPS is able to enter into mutually beneficial agreements with Larimer County Sheriff's Office (LCSO) and Colorado State Patrol (CSP) for their continued corridor responsibility during FCPS' hiring and training of new personnel. However, no funding exists to pay such contracts and would need to be added to the FCPS budget in addition to the funding for the personnel. That "contract" funding would expire as the new FCPS personnel took over responsibility for any annexed area/zone.



### Note on Fulfillment of this Strategy:

When any portions of the East Mulberry Enclave annex into the City of Fort Collins, they may be immediately served by Fort Collins Police Services, or depending on the size and anticipated call volume of the potential annexation area, may require a transition over time. Therefore, fulfillment of this strategy depends on annexation and potential agreements with other law enforcement agencies. This is explored further in the Implementation Action Items for this strategy. The City's policing programs such as the Patrol, Traffic Unit, detectives, Homeless Outreach and Proactive Engagement Team (HOPE), Neighborhood Engagement Team (NET), and Mental Health Response Team (MHRT) can be deployed to help address safety issues in this area once new personnel are hired and trained.

**Prior to Annexation:** Fort Collins Police Services (FCPS) will continue to partner with the Larimer County Sheriff's Department (LCSO) and the Colorado State Patrol (CSP) to understand the safety concerns and response needs of this area.

## STRATEGY 2

**Increase access and availability of public amenities that contribute to the wellbeing and quality of life for individuals and neighborhoods, including but not limited to green spaces, recreational parks, schools, pedestrian and bike trails, and natural areas.**

**Implementation Action Item:**

**4.2.1** Incorporate the East Mulberry Enclave into future parks, recreation, and trails planning and encourage Poudre School District and new developments to incorporate schools and other amenities that are accessible to plan area residents.

**Note on Fulfillment of this Strategy:**

While future City parks require annexation prior to development, proactive strategic planning and identification of potential locations will continue before annexation occurs as City policy plans are updated.

**Prior to Annexation:** The 2021 Fort Collins Parks and Recreation Master Plan identified a potential park site within the Mosaic neighborhood. The Parks and Recreation Master Plan discusses that subarea plans are able to provide finer grain land use and policy detail for these geographic areas of the City. Many subarea plans identify opportunities for new parks and public spaces. As further development and redevelopment occur, these spaces should be reconsidered in context of the Parks and Recreation Master Plan. As additional parts of the East Mulberry Enclave are annexed over time, it will be important to continue identifying ways to introduce recreational and public amenities aligned with our parks and recreation master planning.



## STRATEGY 3

**The East Mulberry Area will designate areas for commercial development that serve both the broader community and region and support the daily needs of residents and businesses.**

**Implementation Action Item:**

**4.3.1** When annexation of an area is planned, the zoning designation in the County will generally match the zone district applied upon annexation into the City. Existing businesses within the enclave will generally be able to continue to operate no matter the zoning designation applied upon annexation.

**4.3.2** The City will continue to support Neighborhood Commercial (NC) zoning near the Mulberry and Greenfields intersection to encourage a central location in the corridor for a grocery store. Staff and decision-makers should also look favorably upon other non-residential areas of the East Mulberry Plan Area for opportunities for grocery stores, pharmacies, and other neighborhood supporting retail.

**4.3.3** Prior to any annexation, staff will communicate regularly with affected businesses and residents within and surrounding the area to offer ample time to discuss any effects of annexation. Staff can also be available to discuss any potential changes prior to any annexation decisions to allow businesses to plan for changes that may affect them upon annexation. The annexation threshold process, including communication strategies in advance of any potential annexations, are described in Section 5 of this document.

**Note on Fulfillment of this Strategy:**

When portions of the East Mulberry Enclave annex into the City, a zoning district will be assigned to annexing parcels. The Framework Plan within this document (Section 4 of this document) outlines a series of place types that will preserve existing commercial uses and ensure future commercial uses, such as a grocery store, can be accommodated.

**Prior to Annexation:** The Framework Plan will be used by both the City and Larimer County to influence referral comments and land use decisions regarding development in Larimer County that do not yet trigger annexation into the City.



## STRATEGY 4 **Provide residents and businesses with upgraded levels of service over time and as annexation occurs.**

### Implementation Action Items:

**4.4.1** On public roads, the City of Fort Collins will maintain roadways at the same level they are maintained by Larimer County at the time of annexation. That means there may be roads that receive very minimal improvements. For these areas, Special Improvement Districts may be formed proactively by property owners or required by the City or County to reconstruct failing streets. The primary goal of an improvement district would be to improve existing streets to Larimer County Urban Area Street Standards, at which point the City would begin and continue to provide full street maintenance.

**4.4.2** Implement Light & Power infrastructure and service in newly annexed areas as expeditiously as feasible. When areas are identified for potential annexation, the land use composition and potential service requirements of the area will be evaluated to determine service needs. Each potential annexation area will be evaluated based on proximity to existing Light & Power Infrastructure within City Limits and if there is the ability to tie into existing infrastructure or if build-out of new infrastructure is required.

The time required to assess service needs of a potential annexation area can be completed during the analysis period after an annexation threshold has been identified. Once an area or zone has been established for annexation and service needs are understood, a detailed assessment of the area will require at least six months to develop a plan for infrastructure layout and installation. Coordination of infrastructure with Platte River Power Authority (PRPA), the public power utility that serves Fort Collins, may require additional time before service can begin. The coordination required with PRPA and any implications on the timeline will be discovered and explored during the analysis period when infrastructure needs are under study. Coordination with external agencies such as PRPA may require between 2 to 4 years to assure coordination of electric transmission facilities. Evaluation of new infrastructure needs will ensure that any newly served areas meet Light & Power service standards at the time service begins.

### Note on Fulfillment of this Strategy:

Like other strategies contained within this plan, fulfillment is dependent on annexation into the City of Fort Collins. Specifically related to this strategy, it is important to distinguish between new development occurring within newly annexed areas and existing, established areas. Newly developing areas, or areas where a site will be totally redeveloped will be required to meet full development standards required by the City, including constructing/reconstructing roadways that meet full LCUASS (Larimer County Urban Area Street Standards) establishing other electric and stormwater infrastructure that meets City standards at the time of development. The areas of the East Mulberry Enclave impacted by new development or total site redevelopment will receive upgraded levels of service through the development process. Existing neighborhoods and other areas where new development or redevelopment may not occur will take longer to receive upgraded levels of service as those areas are annexed into City Limits.



## STRATEGY 4

## CONTINUED

**Implementation Action Items:**

**4.4.2 (continued)** Once the evaluation of infrastructure needs assessment is complete, it may take several years before service is transferred to Fort Collins Light & Power. With a plan developed, an associated budget must be approved as part of the normal two-year financial cycle for necessary capital projects. For service lines that are above ground, moving these lines underground may take additional time after service is transferred.

When an area is set to be annexed and following study of infrastructure service requirements and timelines, staff will update residents and businesses impacted by annexation with an estimate of when their property will be served by Light & Power. This communication will be important in establishing realistic expectations for when service can be provided.

**4.4.3** Expand Connexion broadband services to the East Mulberry Area as annexation occurs and infrastructure connections are possible.

**4.4.4** Reduce flood risk and other floodplain encumbrances on both public and private property through improved drainage infrastructure. Future storm drainage projects that minimize ongoing flooding issues within the East Mulberry Area will reduce impacts to property and over time can provide an increase in service compared to current conditions. (See Goal 2)



# Goal 4

## SPECIFIC IMPLEMENTATION ACTION ITEMS BY CHARACTER AREA

### 4.A - Airpark

- 4.A.1 Maintain the diversity of businesses and services along Link Lane to continue serving as an activity center.
- 4.A.2 Address and work to mitigate floodplain encumbrances on individual property owners.

### 4.F - Frontage

- 4.F.1 Encourage grocery stores or other neighborhood-serving retail to locate in the East Mulberry Plan Area, supporting daily needs of residents and businesses.
- 4.F.2 Implement principles of 15-minute cities along this corridor.

### 4.N - I-25 Interchange

- 4.N.1 Increase availability of specialized and general police services to enhance safety, improve response times, and provide proactive and community-based law enforcement services.

### 4.E - Residential Estate

- 4.E.1 Improve the quality of services over time, including street infrastructure, utilities, and broadband availability.
- 4.E.2 Provide education on Code Compliance and City incentive programs to the community.
- 4.E.3 Increase access to existing natural areas, trails, schools, and other nearby amenities, while also encouraging new amenities where contextually appropriate.

### 4.M - Residential Mixed

- 4.M.1 Improve the quality of services over time, including street infrastructure, utilities, and broadband availability.
- 4.M.2 Provide education and resources to neighborhoods about Code Compliance and City incentive programs.
- 4.M.3 Increase access to existing natural areas, trails, schools, and other surrounding amenities while also encouraging new amenities where contextually appropriate.

### 4.T - Transitional / Mixed-Use

- 4.T.1 Continue engaging community members to help formulate the vision for this area, including the possibility of event/convention spaces, based on feedback received during staff outreach efforts.
- 4.T.2 Explore the potential for institutional services and amenities, such as trails, roadway connections, utilities, natural areas, and gathering spaces, along the Dry Creek corridor.

# Goal 5

## HOUSING

**Explore mechanisms to maintain housing affordability and existing character of residential neighborhoods.**

### GOAL INTENT AND PURPOSE:

The East Mulberry Plan Area features a diverse assortment of housing with varying styles, ages, and price points. From areas with a mix of single-family homes, duplexes, and triplexes, to manufactured housing communities, apartment complexes, and large acreages with farm animals, the plan area is home to a wide variety of neighborhoods.

As new development, infrastructure investment, and potential annexation occurs within the East Mulberry Plan Area, it is important to establish strategies to promote livability and the unique characteristics that originally drew residents to live in the plan area, whether due to its relative affordability, opportunity for a more rural or relaxed county lifestyle, or the proximity to employment opportunities and other nearby City amenities.

### WHAT WE HEARD:

- *Many residents moved to the plan area for a more relaxed feel and rural lifestyle and feel annexation and City rules & enforcement may jeopardize this lifestyle.*
- *Residents in manufactured housing communities are interested in the City's mobile home parking zoning to discourage redevelopment and displacement of their mobile home parks.*
- *Neighbors are simultaneously concerned about deteriorating infrastructure and road maintenance in certain neighborhoods as well as the costs to fix these issues.*





## STRATEGY 1 **Utilize character area designations to maintain similar land use and streetscape character in established neighborhoods.**

### Implementation Action Items:

**5.1.1** Upon annexation, designate City zone districts and land uses that closely resemble development patterns originally established in Larimer County. Staff and decision makers should be especially mindful to maintain similar intensity and character in neighborhoods with an established rural setting.

**5.1.2** Staff and decision-makers should favorably consider additional flexibility to maintain or compatibly expand the keeping of farm animals in neighborhoods with a rural setting or demonstrated livestock history.

**5.1.3** Unless otherwise required for safety and accessibility, frontage improvements such as tree lawns, curb and gutter, and sidewalks should not be required in more rural neighborhoods along low traffic roadways to maintain the established streetscape.

### Note on Fulfillment of this Strategy:

For established Larimer County neighborhoods, this strategy is contingent upon annexation into the City. In the interim, land use regulations, code enforcement responsibilities, and infrastructure and streetscape requirements are determined by Larimer County. While small changes and natural neighborhood evolution over time is expected, large changes to intensity or appearance of established neighborhoods should be minimized.

**Prior to Annexation:** Work proactively with Larimer County to provide input and referral comments that would limit larger changes to the look and feel of existing neighborhoods.



MOSAIC



ENTRANCE TO THE PARK ALONG COLLINS AIRE LN

## STRATEGY 2 **Preserve and enhance existing mobile home parks.**

### Implementation Action Items:

**5.2.1** Upon annexation, zone existing mobile home parks into the Manufactured Housing zone district to discourage redevelopment and the displacement of residents.

**5.2.2** Connect and educate park owners and residents to City resources such as neighborhood mini-grants and the City's mobile home park liaison that can help address infrastructure and livability needs.

### Note on Fulfillment of this Strategy:

City land use controls and certain City mobile home park program and grant funding are only available after annexation occurs.

**Prior to Annexation:** Continue to partner with Larimer County and community organizations to extend grant opportunities, neighborhood programs, and infrastructure planning to mobile home park owners and residents.



### Manufactured Housing Preservation

Manufactured or mobile homes feature many of the benefits of stick-built single unit dwellings such as first floor living and entries, the privacy of an individual unit, and smaller semi-private yards and garden areas. In addition, manufactured housing communities are often considered a natural source of affordable housing with comparable costs to deed-restricted affordable housing units.

While manufactured housing communities feature many benefits, they can also create uncertainty for residents who may own their units but lease the land underneath, which could result in displacement if a mobile home park unexpectedly closes or is redeveloped.

The City of Fort Collins supports and encourages the retention of existing mobile home parks to help preserve this unique and limited form of housing and as a strategy to support naturally occurring affordable housing in the community. Local efforts include grant support and resident organizing/training through the City's Neighborhood Services department and land use controls through zoning.

### Manufactured Housing (MH) Zoning

The City's Manufactured Housing (MH) zone district was developed to discourage redevelopment of existing parks by limiting opportunities for redevelopment into other competing land uses, such as commercial or multifamily development. Manufactured housing communities are the primary land use permitted in the MH zone district and sends a strong policy signal to current and future landowners and residents that the City encourages this type of land use.

**i Mobile Home Park Resources:** Beyond preservation, the City of Fort Collins' Neighborhood Services department provides support for enhanced livability and support for park or individual unit upgrades through grant opportunities. Visit the Neighborhood Services website to learn more about:

- Mobile Home Park Residents' Handbook
- Dispute & Complaint Resolution Services
- Neighborhood Mini-Grant Opportunities
- Training & Legal Advice from Partner Agencies



### STRATEGY 3 **Educate and promote City services, programs, and code enforcement expectations to neighbors.**

#### Implementation Action Items:

**5.3.1** Perform outreach prior to and after annexation to educate residents and neighborhoods about Neighborhood Services programs and services such as mediation, neighborhood mini-grants, Adopt-A-Neighbor, and more.



**5.3.2** Educate and promote City code enforcement standards with residents and neighbors prior to beginning proactive and graduated enforcement activities.

#### Note on Fulfillment of this Strategy:

The City has many different programs, grants, and neighborhood resources as well as code enforcement opportunities which are generally only available or enforced upon annexation.

**Prior to Annexation:** Before annexation occurs, the City can begin to educate neighbors on upcoming services and code enforcement expectations. For programs, grants, and other services that are available to the Growth Management Area, greater promotion should be directed towards the East Mulberry Plan Area.

**① Improvement Districts:** As part of educating neighbors prior to and after annexation, the City and Larimer County can work proactively with neighborhoods to educate and/or promote Improvement Districts as a potential long-term maintenance structure for neighborhood infrastructure and amenities. See information about various types of Improvement Districts under Goal 3.

### STRATEGY 4 **Periodically evaluate mitigation and redevelopment strategies for existing sources of attainable and affordable housing.**

#### Implementation Action Items:

**5.4.1** Periodically update the 'Equity and Opportunity Analysis' with East Mulberry Plan Area data to evaluate gentrification and redevelopment risks.

**5.4.2** Use a data-driven approach to apply counter-displacement strategies, as appropriate, after annexation of vulnerable neighborhoods. Counter-displacement strategies could include strategies such as preservation of mobile home parks and other naturally-occurring sources of affordable housing.

#### Note on Fulfillment of this Strategy:

Many neighborhoods in the East Mulberry Plan Area feature a range of affordable and attainable housing options, from mobile home parks to deed-restricted rental options in developing neighborhoods. Over time and as residential areas are annexed into the City, a periodic review of housing options and price points should take place to better understand and evaluate the full spectrum of housing options, prices, and redevelopment and displacement risk in the plan area. The specific application of any strategies may only be possible once an area is annexed into the City.

**Prior to Annexation:** Continue to include the East Mulberry Plan Area into relevant City housing data monitoring and policy updates.

## STRATEGY 5

## Implement 15-Minute City strategies to promote complete neighborhoods with improved access to neighborhood supporting amenities and destinations.

### Implementation Action Items:

**5.5.1** As community-wide policy plans are updated, identify locations in the East Mulberry Plan Area for public and institutional amenities such as recreation facilities and satellite government offices/services.

**5.5.2** Preserve supportive land use opportunities in the plan area that allow for mixed-use and retail development near existing and future neighborhoods. Maintain a focus on opportunities for a grocer to locate within the plan area.

**5.5.3** Utilize the plan area's existing and future public lands (parks, regional stormwater detention, natural areas, etc.) to promote greater multimodal connectivity and access to amenities and destinations internal to the plan area and externally to the remainder of the community.

### Note on Fulfillment of this Strategy:

As new development occurs in the East Mulberry Plan Area there will be opportunities to promote strategic locations for neighborhood services such as grocery stores and childcare or to create and enhance transportation connections to existing amenities. Fulfillment of this strategy will partially depend upon annexation and development/redevelopment opportunities in the plan area.

**Prior to Annexation:** Staff should provide referral comments to Larimer County when new development is proposed outside city limits so as to achieve connectivity and amenity-driven goals.



*15-Minute Cities Graphic from 15-Minute City Analysis*  
*E-Micromobility refers to electric transportation like scooters or bikes.*

# Goal 5

## SPECIFIC IMPLEMENTATION ACTION ITEMS BY CHARACTER AREA

### 5.A - Airpark

**5.A.1** Preserve the existing Nueva Vida mobile home park through land use guidance and zoning upon annexation into the City.

**5.A.2** Support the existing Nueva Vida mobile home community in pursuing necessary upgrades and services.

### 5.F - Frontage

Not applicable.

### 5.N - I-25 Interchange

Not applicable.

### 5.E - Residential Estate

**5.E.1** Maintain the Southern Residential (Estate) character area as neighborhoods with lower development intensity and a rural look and character.

**5.E.2** Preserve the existing Villas mobile home park through land use guidance and zoning upon annexation into the City.

### 5.M - Residential Mixed

**5.M.1** Preserve the “missing middle” housing that already exists in this area and encourage inclusion of diverse housing types in new developments.

**5.M.2** Preserve the existing Collins Aire mobile home park through land use guidance and zoning upon annexation into the City.

### 5.T - Transitional / Mixed-Use

Not applicable.



## Goal 6

### HISTORIC, CULTURAL, & NATURAL FEATURES

**Protect and promote natural, historic, and cultural resources that support a cohesive and resilient community using nature-based solutions.**

#### GOAL INTENT AND PURPOSE:

Fort Collins has a long history of protecting and enhancing existing natural and cultural resources, and the community's leadership continues to reinforce environmental stewardship and conservation as core values. From areas with natural habitat characteristics, and cultural assets, these areas can be found throughout the East Mulberry Plan Area, including, along the Cooper Slough, the Poudre River watershed, as well as adjacent ditches, wetlands, and undeveloped greenfield.

As new development, infrastructure investment, and potential annexation occurs within the East Mulberry Plan Area, it is important to establish strategies that support Fort Collins' commitment to natural and cultural resources conservation. Recognizing that the East Mulberry Plan Area's long history of development has had unintended impacts to existing natural resources, the Plan's strategies seek solutions that utilize nature-based solutions and protection of existing natural and cultural assets.

#### WHAT WE HEARD:

- Residents would like to preserve natural space and promote outdoor recreation.
- The community has a concern about loss of natural resources and cultural spaces to development.

#### 1 Nature-Based Solutions

Refer to actions that incorporate natural features or processes into the built environment. Nature-based solutions can be implemented within design, planning, and environmental management practices to improve resilience and achieve other benefits such as reducing flood risk, restoring wetlands, creating new recreational spaces, improving water quality, and more.

COOPER SLOUGH



## STRATEGY 1

**Protect and enhance existing natural habitats and features (including the Poudre River, Dry Creek, Cooper Slough, and Boxelder Creek) and significant historic and cultural resources through buffer standards and nature-based design.**

## Implementation Action Items:

**6.1.1** Protect and enhance existing wetlands, naturalized stormwater features, and associated natural habitat buffers zones using nature-based solutions and green infrastructure design principles that build community resilience to climate change. Proposed development must not negatively impact the integrity of these existing features.

**6.1.2** Improve water quality and reduce flooding by restoring, enhancing, and protecting the ecological function of natural habitats and features within the East Mulberry Plan Area to the maximum extent feasible.

**6.1.3** Where a multi-use trail underpass is identified, the design of the facility should also consider such underpass to be a potential wildlife movement corridor and should be designed to accommodate such habitat value.

**Note on Fulfillment of this Strategy:**

This strategy aligns with existing Land Use Code sections, and contingent upon annexation, staff will establish predictable linkages with stormwater goals/strategies to clearly define nature-based design strategies.

**Prior to Annexation:** Work proactively with Larimer County to provide input and referral comments that would limit larger changes and impacts to existing natural resources and open spaces.

POUDRE RIVER



POUDRE RIVER TRAIL





**STRATEGY 2** **Preserve, enhance, and improve connections of the existing natural and manmade open lands system to provide a comprehensive system for drainage, habitat, transportation, and recreational purposes.**

**Implementation Action Items:**

**6.2.1** Enhance existing drainageways and natural areas to create an interconnected system of open lands and Greenways.

**6.2.2** Enhance linkages to existing natural features and manmade infrastructure providing a comprehensive system for drainage, habitat, transportation and recreational purposes.

**6.2.3** Based on both the current travel demand modeling results and existing natural resources within the Cooper Slough drainageway, Weicker Drive will not extend across the Cooper Slough from the industrial park to the east, to the planned extension of Greenfields Court to the west.

**Note on Fulfillment of this Strategy:**

Spending time outdoors can contribute to improved physical health, emotional well-being, and cognitive function. By enhancing natural and manmade open areas the Plan aims to create habitats for biodiversity, providing not only buffering in-between development but also places where people can feel a sense of wonder. The City will be able to apply best practice strategies to the resources within the East Mulberry Plan Area as future annexations occur.

**Prior to Annexation:** Work proactively with Larimer County to provide input and referral comments that would limit larger changes and impacts to existing natural resources and open spaces.



**Greenways** are corridors of protected open space managed for both conservation and recreation. Greenways often follow rivers or other natural features. They link habitats and provide networks of open space for people to explore and enjoy.



**Stormwater parks** are recreational spaces that are designed to flood during extreme events and to withstand flooding. By storing and treating floodwaters, stormwater parks can reduce flooding elsewhere and improve water quality.



## STRATEGY 3

**Provide a vital connection to the Poudre River and regional trail system, while protecting the recognized sensitive natural areas by maintaining responsible public access.**

**Implementation Action Items:**

**6.3.1** Continue to involve property owners, ditch companies and railroads in the planning of park and trail facilities.

**6.3.2** The interface, between the Poudre River riparian habitat and development along East Mulberry Street, should be coordinated to retain environmental quality, encourage wildlife habitat and, where impacts can be appropriately buffered, provide access to recreation.

**Note on Fulfillment of this Strategy:**

Preserving and enhancing equitable access to the Poudre River recognizes the essential role that Poudre River has in creating and maintaining a thriving and healthy community. Prior to additional portions of the Poudre River annexing into the City of Fort Collins, continue to collaborate with stakeholders to manage this resource.

**Prior to Annexation:** Work proactively with Larimer County to provide input and referral comments to prevent any decrease in access to the Poudre River beyond the existing conditions.





## STRATEGY 4 **Improve and increase appropriate public access to open spaces and natural features.**

### Implementation Action Items:

**6.4.1** Continue to provide environmental, recreational and transportation benefits to the community through the existing system of open lands.

**6.4.2** Proposed parks and trails should continue to be integrated with the Citywide system, including facilities in the adjacent Mountain Vista and Poudre River areas.



### Note on Fulfillment of this Strategy:

Preserving and enhancing appropriate and equitable access to open spaces and natural features recognizes the essential role that natural habitat buffers have in creating and maintaining thriving communities. Like other strategies in the Plan, fulfillment depends upon annexation to apply the City's preferred management strategies.

**Prior to Annexation:** Work proactively with Larimer County to provide input and referral comments to prevent any decrease in access to the open spaces and natural features beyond the existing conditions.

## STRATEGY 5 **Identify new areas for natural areas to purchase and explore future opportunities to incorporate parks and recreational facilities within the plan area.**

### Implementation Action Items:

**6.5.1** Prioritize land conservation as a way of preserving and improving interconnected systems of open space that sustain healthy communities. As an example, the Cooper Slough's natural drainageways, wetlands, and wildlife habitat will be preserved and protected.

**6.5.2** The East Mulberry Plan Area will be served by parks, multi-use trails, and other recreational facilities to support existing and planned neighborhoods, and to integrate with other facilities within the community.

### Note on Fulfillment of this Strategy:

Urban natural areas help to meet the need for increasing everyone's access to nature. Urban natural areas provide islands of habitat in the urban environment that benefit wildlife as well as people seeking a close-to-home connection with nature. All urban natural areas serve a stormwater function to reduce flooding in nearby neighborhoods. Full realization of this strategy depends on annexation.

**Prior to Annexation:** Time, location, and cost were the three greatest barriers to increasing access to nature identified in the "Plug in to Nature Study," conducted in Larimer County (Design Workshop 2012).

STRATEGY 6 **Increase urban tree canopy.****Implementation Action Items:**

**6.6.1** Protect and preserve trees wherever possible and mitigate and/or plant trees beyond the minimum requirements stipulated by the Fort Collins Municipal Land Use Codes and Larimer County Street Standards to create healthy and resilient people and tree populations.

**Note on Fulfillment of this Strategy:**

Although the City can continue to work proactively with Larimer County on referral comments for projects within the East Mulberry Plan Area, full implementation of this strategy depends on when areas are annexed and under City jurisdiction to implement them.

**Prior to Annexation:** Work proactively with Larimer County to provide input and referral comments that would limit larger changes to the quantity and quality of the existing urban tree canopy.

**i Trees as Community Infrastructure** - Trees are essential ecological, cultural and socioeconomic resources for the City, its residents and visitors. The benefits provided by a diversified and abundant community forest are many and include:

- Releasing oxygen and capturing air pollutants and carbon dioxide;
- Maintaining slope stability and preventing erosion;
- Filtering stormwater and reducing stormwater runoff;
- Reducing energy demand and the urban heat island effect through shading of buildings and impervious areas;
- Providing visual screening and buffering from wind, light, and noise;
- Sustaining habitat for birds and other wildlife;
- Providing a source of food for wildlife and people;
- Maintaining property values; and
- Contributing to the community health, appeal, beauty, character, and heritage of the City.



## STRATEGY 7

**Support the persistence, visibility, and physical integrity of significant historic places and cultural features that maintain a continuous sense of place throughout the ongoing evolution of the plan area.**

**Implementation Action Items:**

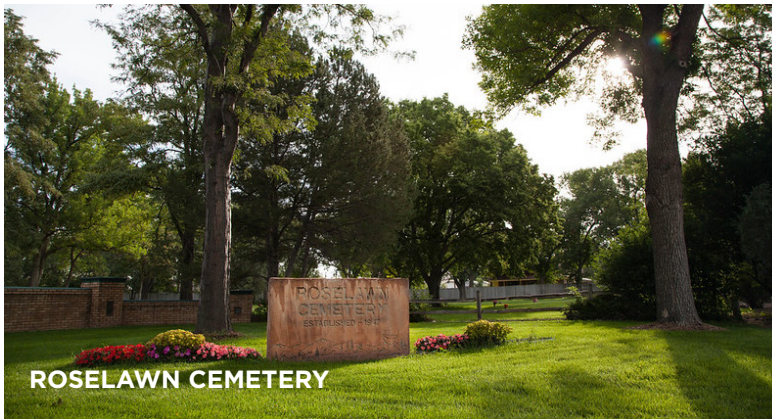
**6.7.1** Existing man-made irrigation ditches and canals, should be enhanced to provide multi-use trails where feasible; including preservation of existing native vegetation, addition of new native landscaping and trails, and utilization of other site amenities to create an open lands system.

**6.7.2** Identify historic resources of primary importance and anticipate strategies for adaptive reuse while working closely with and using input from community members to identify cultural resources for preservation.

**Note on Fulfillment of this Strategy:**

Application of the City's Municipal Code, Land Use Code, and Design Standards and Guidelines pertaining to historic buildings and structures is dependent on areas being under City jurisdiction.

**Prior to Annexation:** Work proactively with Larimer County to provide input and referral comments that would limit larger changes to the look and feel of existing neighborhoods as well as impacts to historic resources.



## Goal 6

### SPECIFIC IMPLEMENTATION ACTION ITEMS BY CHARACTER AREA

#### 6.A - Airpark

**6.A.1** Incorporate naturalized stormwater features that align with the spirit of protecting natural habitats as specified in the Land Use Code.

**6.A.2** Promote nature-based solutions at the neighborhood level, including along parkways, trail systems, and common areas.

**6.A.3** Celebrate and enhance the history of the Airpark and its significance in the development of Northern Colorado by recognizing and preserving remaining historic resources.

**6.A.4** Support and incentivize urban design elements that create a cohesive character identity based on the history of the Airpark area.

#### 6.F - Frontage

**6.F.1** Enhance the urban tree canopy and establish tree buffer zones along I-25 to mitigate noise and improve aesthetics.

**6.F.2** Promote the use of green infrastructure approaches, such as bioswales, rain gardens, and urban forests, in public and private development projects.

**6.F.3** Preserve recognizable historic buildings, site features, and signage of legacy businesses that have contributed to the corridor's commercial success.

#### 6.N - I-25 Interchange

**6.N.1** Maintain the existing 300-foot Natural Habitat Buffer Zone (NHBZ) along Cooper Slough.

**6.N.2** Consider aligning future Urban Area Zones and stormwater master plans with the Natural Areas department.

**6.N.3** Enhance the urban tree canopy and establish tree buffer zones to reduce noise and enhance aesthetic features.

**6.N.4** Promote nature-based solutions at the neighborhood level along parkways, trail systems, and common areas.

**6.N.5** Use interpretive signage to recognize the agricultural, industrial, and commercial history of the corridor as travelers enter from the highway.



## Goal 6

### SPECIFIC IMPLEMENTATION ACTION ITEMS BY CHARACTER AREA

#### 6.E - Residential Estate

- 6.E.1 Ensure equitable access to natural areas in the western extent of this character area.
- 6.E.2. Continue to protect and buffer the remaining pockets of habitat features along the Cooper Slough.
- 6.E.3 Enhance the tree canopy in this character area.

#### 6.M - Residential Mixed

- 6.M.1 Continue to buffer and enhance Natural Habitat Buffer Zones in new development.
- 6.M.2 Promote nature-based solutions at the neighborhood level, such as along parkways, trail systems, and common areas.
- 6.M.3 Ensure equitable access to natural areas along Cooper Slough.

#### 6.T - Transitional / Mixed-Use

- 6.T.1 Incorporate nature-based solutions, such as greenways or stormwater features, with naturalized and nature-based designs. Explore the creation of a green infrastructure corridor along Dry Creek.
- 6.T.2 Consider equitable access to natural features and improve connectivity of trails.
- 6.T.3 Preserve and enhance natural habitat corridors along ditches and adjacent wetland features to promote wildlife connectivity throughout this character area.

# Goal 7

## MULBERRY GATEWAY

**Improve the function and visual appearance of the Mulberry & I-25 interchange and Mulberry Street frontage as a gateway into Fort Collins.**

### GOAL INTENT AND PURPOSE:

As a prominent entrance to the community and a primary route to Downtown, Colorado State University, and the Poudre Canyon many stakeholders expressed a desire to create a better first impression for the plan area and broader community – one that is visually attractive, functional, and safe. The current I-25 & Mulberry Interchange and the surrounding area features a mix of jurisdictional authority between the City, County, and Colorado Department of Transportation that could benefit from a broader vision and standards to promote aesthetic, transportation, and safety improvements.

### WHAT WE HEARD:

- Residents and businesses inside and outside the East Mulberry Plan Area voiced a desire for aesthetic improvements to the gateway area around I-25 and along the Mulberry Street frontage. A lack of formal landscaping, sign clutter, and material stockpiling and outdoor storage were often cited as conditions that lowered visual quality.
- Businesses want to ensure Mulberry Street remains functional as a logistics and supply route for businesses.
- Some residents and businesses share concerns about the safety and efficiency of navigating the corridor and the interchange at I-25. Safety and ease-of-use of the frontage roads and interchange ramps should be improved or redesigned.

MULBERRY STREET



## STRATEGY 1 **Develop design standards and funding strategies for enhancements to emphasize the I-25 interchange and Mulberry Street corridor frontage.**

### Implementation Action Items:

**7.1.1** Develop an urban design and streetscape program to provide design standards and guidance for future enhancements within the Mulberry Street right-of-way and for improvements along private property frontages abutting Mulberry Street and the I-25 interchange.

**7.1.2** Actively partner with CDOT, Larimer County, and other stakeholders on the redesign of the I-25/Mulberry interchange. Similar to other gateway interchanges, safety, multimodal connectivity, and aesthetic/design enhancements should be emphasized in preliminary design.

As a baseline, draw upon input provided by the community regarding future gateway design elements. Based on 2019 community workshops on gateways, the future gateway design elements should consider the design priorities described on the following page.

**7.1.3** In coordination with CDOT and the National Scenic Byway program, enhance wayfinding and signage along the corridor to identify important destinations such as Downtown, the Poudre Canyon, and important local delivery routes serving Mulberry businesses.

**7.1.4** New development abutting the I-25/Mulberry interchange will be required to meet the land use, transportation, and design standards adopted as part of the I-25 Subarea Plan and the Mulberry Activity Center.

### Note on Fulfillment of this Strategy:

While the City recently annexed the I-25 right of way, the majority of Mulberry Street remains outside Fort Collins jurisdiction which will limit the application of City-specific goals and standards.

**Prior to Annexation:** Prior to full annexation, the City should begin to identify and budget resources for design work, ongoing maintenance, and key aesthetic enhancements to the interchange and Mulberry Street frontage for anticipated future reconstruction and capital projects.

### MOUNTAIN OPENINGS PUBLIC ART



See the Gateway Character Area in Section 2 for further guidance on priority gateway design characteristics.

## Design Priorities

One of the largest opportunities for the I-25 Gateway will be the future reconstruction of the Mulberry & I-25 interchange. Similar to other major gateways into the community, the City should participate alongside CDOT and other corridor stakeholders to enhance the design of the transportation infrastructure and surrounding streetscapes and landscapes. Based on 2019 community workshops on gateways, the future gateway design elements should consider the following characteristics:

- **Naturalized grading** – Community members expressed a strong preference to prioritize naturalistic qualities over more structural components, e.g., berming versus retaining walls. Where structural elements are required, they should use natural materials such as stone.
- **Landscaping** – The gateway design and surrounding streetscapes should rely primarily on landscaping elements to create a positive impression. Native landscaping and green edges of the right-of-way with the potential for more formal plantings near interchange and street infrastructure, reminiscent of the planters and flowers installed at the Mulberry Street bridge over the Poudre River.
- **Welcome Signage** – Community members voiced a preference for muted welcome signage similar to what was constructed at the I-25/CO392 interchange that complements rather than competes with other landscaping and design elements.
- **Artwork & Sculpture** – Artwork, patterns, and sculpture all received positive mentions by community members as appropriate localized features within a gateway design.
- **Themes** – Additional outreach should be completed at the time the future interchange design is underway. While naturalistic qualities are desired on a community-wide basis, there may be additional opportunities to reflect Mulberry's unique cultural and economic history as a center for industry, aviation, agriculture, or the gateway to the Poudre Canyon as a scenic byway.



## STRATEGY 2 **Implement interim enhancements to improve the attractiveness of the gateway and Mulberry Street frontage.**

### Implementation Action Items:

**7.2.1** When minor redevelopment and changes of use occur along the interchange or Mulberry Street frontages, staff should prioritize and emphasize aesthetic improvements as part of the review process and site upgrade requirements. The most impactful site enhancements will typically include new/replacement canopy trees, replacing nonconforming signage, and relocating or screening low visual quality site areas like outdoor storage.

**7.2.2** Replace or modify nonconforming or outdated signage in the plan area to ensure compliance with City standards and reduce visual clutter. Strictly enforce the City's 7-year sign amortization period after annexations occurs to transition nonconforming signage to City standards.

**7.2.3** As properties redevelop, billboards will generally be required to be removed. Prior to redevelopment, the City should explore financial incentives for voluntary consolidation or removal of billboards in the corridor, especially those located along ditch corridors where removal through the development review process is unlikely to occur.

**7.2.4** Expand the offering of City landscaping and beautification programs to businesses and properties along the Mulberry frontage prior to annexation. Programs such as free mulch and the community canopy program provide free resources to property owners to enhance on-site landscaping and improve tree canopies.

**7.2.5** When new development or catalyst projects occur along the Mulberry Street frontage, encourage high quality building and site design to set an enhanced style for future development. New developments should focus on frontage landscaping design, implementing an appropriate tree canopy in an industrial/commercial context and building/roof design variation and other design standards articulated in the 2025 Subarea Plan for the Mulberry Activity Center.

### Note on Fulfillment of this Strategy:

A functional and attractive gateway will be the result of actions taken on by both private property owners and businesses, and the public sector and in the public right-of-way. Incremental enhancements are likely to occur over a number of years as private properties develop and redevelop, while larger functional changes to roadways and interchanges are likely to require catalyst capital projects, such as rebuilding the Mulberry and I-25 interchange. Enhancements in the right-of-way such as landscaping, street furniture, urban design elements, and public art may require annexation into the City or special funding partnerships with overseeing jurisdictions prior to annexation.

**Prior to Annexation:** The City should continue advocating and partnering with Larimer County and CDOT to align site, building, and landscaping requirements towards City standards along Mulberry Street and the I-25 gateway prior to annexation.

## STRATEGY 3

**Balance desires for aesthetic improvements with the ongoing role of the East Mulberry Plan Area as an industrial and commercial hub with unique business needs and requirements.****Implementation Action Item:**

**7.3.1** In new or redeveloping properties, shift lower quality aesthetic site functions such as outdoor storage to the back of properties when possible. In lieu of relocation, ensure screening of lower quality visual areas on the front, public-facing half of properties.

**Note on Fulfillment of this Strategy:**

Areas within the East Mulberry Plan Area feature a variety of industrial businesses that may include outdoor storage yards, material stockpiling, and other less attractive lower quality visual but otherwise vital functions that support the entire community. Aesthetics are just one important component of an overall gateway strategy and should be provided with enough flexibility so as not to compromise the plan area's role for industrial and commercial development.

**Prior to Annexation:** City and County staff and decision makers should consider flexibility in adapting community-wide development standards and requirements to the context of the East Mulberry Plan Area and its industrial and commercial businesses and development history.

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# Goal 7

## SPECIFIC IMPLEMENTATION ACTION ITEMS BY CHARACTER AREA

### 7.A - Airpark

Not Applicable

### 7.F - Frontage

- 7.F.1 Create and establish a healthy tree canopy and improve other landscaping.
- 7.F.2 Consider providing incentives for the removal of billboards on private property.
- 7.F.3 To achieve goals related to aesthetic improvements for the Mulberry Street frontage, consider enhanced screening for uses that involve outdoor storage.
- 7.F.4 Implement wayfinding to improve navigation.

### 7.N - I-25 Interchange

- 7.N.1 Improve wayfinding, signage, and landscaping to indicate the entrance to Fort Collins.
- 7.N.2 Remove pole signs.
- 7.N.3 Enhance the safety, aesthetics, and functionality of the I-25 interchange.
- 7.N.4 Create a healthy tree canopy and improve other landscaping.
- 7.N.5 Provide incentives for the removal of billboards on private property.
- 7.N.6 To achieve goals related to aesthetic improvements for the I-25 Gateway, consider enhanced screening for uses that involve outdoor storage.

### 7. E - Residential Estate

Not Applicable

### 7. M - Residential Mixed

Not Applicable

### 7. T - Transitional / Mixed-Use

Not Applicable

# 4

## Implementation

**Place Type Framework**

**Transportation Framework**

**Development Review Framework**



# Implementation Introduction

The Implementation Section explores more practically how the goals, strategies, and implementation action items recommended within this plan could be accomplished. Within this section, there is a Place Type Framework map that depicts future land uses, a Transportation Framework map that explores a potential transportation network, a Development Review Spectrum to guide future development activity in the East Mulberry Plan Area.

## Place Type Framework

The Place Type Framework will help guide land use and development/redevelopment activity within the East Mulberry Plan Area. The Place Type Framework depicts place types for the entire plan area. Place types are land use categories that are designated in the City Plan, Fort Collins' comprehensive plan. These place types provide a framework for the ultimate buildout of Fort Collins and help guide future land use decisions, such as initial zoning when areas of the East Mulberry Enclave are annexed. Place types are not zoning districts but instead broader categories that focus on the types of land uses and development intensities to encourage.

However, place types can be correlated to City zoning districts. The table within this section called "Current City Zoning Districts and Corresponding Structure Plan Place Types" further depicts the alignment between Fort Collins zoning districts and City Plan Place Types.

The 2002 EMCP includes a Framework Plan that is based primarily on zone districts that exist under City zoning. Though this map has served well in guiding land use decisions for the plan area, place type designations can offer additional flexibility with an annexation thresholds strategy where the timing of annexation is unknown. In most cases, place types closely align with existing land uses and, in some cases, may better align with existing uses. When areas are annexed in the future, upon annexation they will be assigned one of the City's zoning district designations. Staff will consider both the underlying Larimer County zoning designation as well as the place type guidance to apply a City zoning designation.

In general, the key land use philosophies for the East Mulberry Plan Area remain largely the same as they are both in the 2002 EMCP as well as the 2019 City Plan. This includes retaining the Mulberry commercial frontage, preserving areas of industrial use, and highlighting buffers that protect natural resources.

### PLACE TYPES IN THE EAST MULBERRY PLAN AREA

This section describes the recommended composition of place types throughout the East Mulberry Plan Area. Overall, the plan area is comprised of many place types, again reflecting the diversity of land uses found within this area. The residential neighborhoods north of Mulberry, including Mosaic, Dry Creek, Buffalo Run, and others are designated as Mixed Neighborhood. Mixed Neighborhoods have principal land uses of single-

family homes, duplexes, triplexes, and townhomes in a compact neighborhood setting. The three existing Mobile Home Parks within the plan area (Nueva Vida, Collins Aire, and the Villas) are included under the Mixed Neighborhoods place type. Note that it is a recommendation of this plan to designate Nueva Vida as the Mixed Neighborhoods place type, as previously stated.



### Suburban Neighborhood and Rural Neighborhood

The majority of the neighborhoods south of Mulberry Street are designated as either Suburban Neighborhood or Rural Neighborhood place types. The Pleasant Acres and Boxelder Estates neighborhoods fall within the Rural Neighborhoods place type. Note that it is a recommendation of this plan to reassign Pleasant Acres and Boxelder Estates to the Rural Neighborhoods place type. Rural Neighborhoods have a principal land use of single-family homes and agricultural uses. This place type supports opportunities for rural lifestyles and connectivity to open spaces. Use of this place type supports and aligns with feedback collected from residents within these neighborhoods who shared that they most value the existing rural character of their communities. The Suburban place type also has a principal land use of single-family homes, but supports suburban intensity levels as well as additional amenities such as parks, recreational facilities and schools.

### Suburban and Neighborhood Mixed-Use

Preservation of the commercial frontage along Mulberry Street is a key element of the Place Type Framework map. On the Place Type Framework map, the areas along and immediately surrounding Mulberry Street are designated as the Suburban Mixed-Use place type. This place type primarily supports retail, restaurants, and commercial services. The Suburban Mixed-Use place type can include lower-intensity, auto-oriented uses, which is the case for much of Mulberry Street frontage. However, as infill/redevelopment occurs in the long-term future of Mulberry Street, this place type is also supportive of transit-oriented development pattern if a high-frequency transit service were to be implemented along Mulberry Street. Of note is a small area near Mulberry Street and Greenfield Court designated as the Neighborhood Mixed-Use District place type. This place type principal land uses include grocery stores, supermarkets, or other types of retail like drug stores and neighborhood-serving uses. The 2002 EMCP had also designated a Neighborhood Commercial land use around this area, with the aim of attracting a grocery store or other neighborhood-serving retail function in this location. As described in other sections of this plan, the plan area lacks retail options that serve the daily needs of residents. By designating this area as a Neighborhood Mixed-Use District, it is still the intent of this plan to encourage and attract retail uses such as a grocery store to serve the growing residential population in the plan area.

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## Place Type Framework

**Industrial and Research & Development (R&D) Flex**

Other key place types that comprise the East Mulberry Plan Area include the Industrial and Research & Development (R&D) Flex Districts. As shown on the Place Type Framework map, the Industrial District is applied to the Airpark area as well as surrounding the Mulberry and I-25 Interchange. The R&D Flex place type is applied to the area northeast of the Airpark, including the former runway/taxiways and the areas near Timberline and International Boulevard. The Industrial District place type supports land uses such as manufacturing, assembly plants, warehouses, outdoor storage yards, distribution facilities, as well as flex space for smaller, local start-ups. Transportation facilities in the Industrial District should promote the efficient movement of commercial truck traffic that supports and facilitates industrial function.

The R&D Flex District is one of the most flexible place type designations and supports a wide range of light industrial, employment, and commercial/retail land uses. Application of the R&D place type is supportive of Plan goals to remain a viable place for business and industry and promote additional neighborhood services and retail. This is particularly relevant for large portions of the Transitional / Mixed-Use Character Area which forms a bridge between established industrial development and new residential neighborhoods. The flexibility and range of uses within this place type make it ideal to accommodate a variety of future functions and land uses serving the needs of industrial and residential users while applying more modern buffering and compatibility development standards.

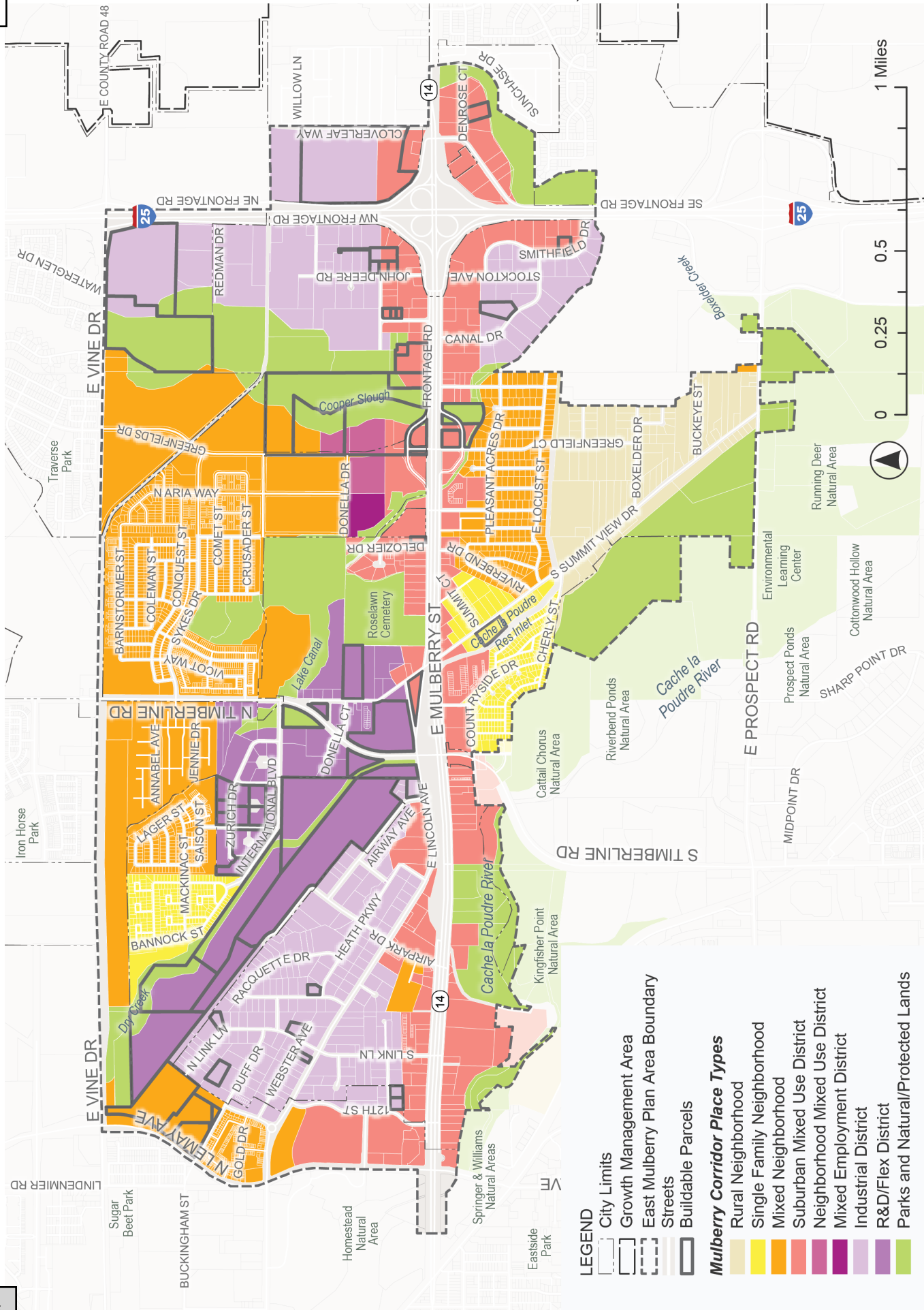
**Parks and Natural/Protected Lands**

The Parks and Natural/Protected Lands place type is applied to many areas of the East Mulberry Plan Area as shown on the Place Type Framework map. This place type is used where the City has already established ownership of land as an existing or future park, natural area or green space, and in areas bordering sensitive natural features and resources where buffering standards in future development will be required, such as along the Cooper Slough or Poudre River. The principal land uses within this place type as stated in City Plan include parks, open space, greenways, natural areas, spaces for outdoor recreation, agriculture, or community separators. South of Vine Drive and northeast of the Airpark is Dry Creek. The Airpark generally is located within the floodplain, but the area surrounding Dry Creek is designated as a high floodway. Designating the portion of the area surrounding Dry Creek, as the Parks and Natural/Protected Lands place type, is supportive of integrating future stormwater/floodplain enhancements along with environmental protection and transportation enhancements. Multiple strategies in this plan speak to incorporating natural features with floodplain enhancement (See Goal 2).



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ACE TYPE FRAMEWORK MAP





## RECOMMENDED PLACE TYPE CHANGES FROM CITY PLAN

The East Mulberry Plan is recommending several changes to place type designations within the plan area that will require updates to the City Plan Structure Plan map. A recommended action item emerging from the adoption of this plan is to update the Structure Plan map in City Plan to be consistent with these changes.

### Most recommended changes to place types are minor and reflect changes such as:

- Project-specific rezonings or annexations occurring since the last Structure Plan Map update in 2019
- City-purchased properties for future natural areas

### Other minor changes to place type designations include the following:

- Increase in commercial designations fronting the I-25 Interchange to better reflect existing uses in place. It is recommended that these areas change from the Industrial place type designation to Suburban Mixed-Use District place type designation.
- Reassign the areas north of the Kingfisher Point Natural Area bordering Mulberry Street from Suburban Mixed-Use District to Parks; Natural/Protected Lands.
- Assign the Nueva Vida Mobile Home Park to the Mixed Neighborhood place type (change from Suburban Mixed-Use District).
- Reassign the Pleasant Acres and Boxelder Estates Neighborhoods from Suburban Neighborhood place type to Rural Neighborhood place type to better reflect the established large lot residential character of these neighborhoods.

The most substantial change recommended as part of this plan update is to reassign a large portion of the area surrounding the Airpark from the Industrial place type to the Research and Development/Flex District place type.

## PLACE TYPES AND PLAN GOALS

Place type designations, as guided by City Plan, are intended to help realize the ultimate desired character and land use for all areas within the Fort Collins Growth Management Area. The place types assigned to the East Mulberry Plan Area closely align with the goals of this plan. Place type assignments are supportive of the strategies outlined in Section 3 of this plan and collectively will serve in tandem to implement the vision of this plan.

Place Type Assignment or Recommended Place Type Change	Alignment with Plan Goals and Strategies
Reassign the areas north of the Kingfisher Point Natural Area bordering Mulberry Street from Suburban Mixed-Use District to Parks; Natural/Protected Lands place type	<b>Goal 6, Strategy 1 and 3</b> Protect and enhance existing natural habitats and features like the Poudre River and the areas that surround it.
Assign the Nueva Vida Mobile Home Park to the Mixed Neighborhoods place type	<b>Goal 5, Strategy 2</b> Preserve and enhance existing mobile home parks.
Reassign the Pleasant Acres and Boxelder Estates Neighborhoods from Suburban Neighborhood place type to Rural Neighborhood place type	<b>Goal 5, Strategy 1</b> Maintain similar land use and streetscape character in established neighborhoods.
Apply the R&D Flex place type designation to portions of the plan area near the Airpark	<b>Goal 1, Strategy 2</b> Support the retention of existing industrial and agricultural business uses.
Maintain the Neighborhood Mixed-Use District place type near the Mulberry Street and Greenfield Court intersection	<b>Goal 4, Strategy 3</b> Designate areas for commercial development that support the daily needs of residents and businesses.

**CURRENT CITY ZONING DISTRICTS AND CORRESPONDING STRUCTURE PLAN PLACE TYPES**

The table below illustrates the general alignment between current Fort Collins zoning districts and the place types found in the City Plan Structure Plan Map. In some instances, there is a one-to-one relationship between the current zoning districts and the corresponding Structure Plan place types (i.e., the Industrial zoning district and the Industrial District place type). In other instances, there are multiple zoning districts that may correspond with the purpose and intent of a particular Structure Plan place type (i.e., there are four zoning districts that correspond to the Mixed-Neighborhood place type), or multiple place types that correspond with a zoning district. Place types represent a broader approach to future land use guidance compared to zoning alone.

CURRENT CITY ZONING DISTRICTS	CORRESPONDING STRUCTURE PLAN PLACE TYPES
Residential	
Rural Lands District (RUL)	Rural Neighborhood
Residential Foothills District	
Urban Estate District	Rural Neighborhood or Suburban Neighborhood depending on development context
Low Density Residential District (RL)	Suburban Neighborhood
Low Density Mixed-Use Neighborhood (LMN)	Suburban Neighborhood or Mixed- Neighborhood depending on development context
Neighborhood Conservation, Low Density District (NCL)	Suburban Neighborhood
Medium Density Mixed-Use Neighborhood District (MMN)	Mixed Neighborhood
Neighborhood Conservation, Medium Density District (NCM)	
Neighborhood Conservation, Buffer District (NCB)	
High Density Mixed-Use Neighborhood District (HMN)	
Commercial and Mixed Use	
Downtown	Downtown
Community Commercial District (CC)	Suburban Mixed-Use
Community Commercial District- North College District (CCN)	
Community Commercial District- Poudre River District (CCR)	
Service Commercial District (CS)	
General Commercial District (CG)	Urban Mixed-Use
Neighborhood Commercial District (NC)	Neighborhood Mixed-Use
Limited Commercial District (CL)	Downtown; Suburban Mixed-Use
Employment and Industrial	
Employment and Industrial	Mixed Employment; R&D Flex
Employment District (E)	
Industrial District (I)	Industrial, R&D Flex

## PLACE TYPES AND UNIQUE USES WITHIN THE EAST MULBERRY PLAN AREA

As previously mentioned, this plan has assigned place types rather than prescribing Fort Collins zone districts to the East Mulberry Plan Area, namely because the broader place type categories are better suited to flexibly accommodate the diversity of unique land use types that already exist in the plan area. Also, place types can help guide general land use decisions as the plan area grows and changes over time, particularly for places where new development or redevelopment is expected. In these areas that will evolve and change, it does not make sense to assign a zone district until a more concrete vision for land use is known.

It was also previously noted that as areas of the East Mulberry Plan Area may be annexed through threshold annexations, they will be assigned to a City zone district upon annexation. It is anticipated that zone districts will remain aligned with existing Larimer County zoning and with a zone district consistent with the assigned place type. This is particularly important in meeting this plan's goal to preserve existing industrial areas by zoning them appropriately when they come into the City through annexation. However, there are some existing uses within the East Mulberry Plan Area that are not currently allowed within the City's industrial zone district, or any other City zone district. These include many of the long-standing agricultural service businesses located around the Mulberry and I-25 Interchange such as livestock auctions or livestock meat processing. If these areas were to be annexed into the City, they would receive a 'lawful, non-conforming' status.

### Future Viability of the Agricultural Service Uses

The Fort Collins Land Use Code defines nonconforming uses as a use which was lawful immediately before annexation, but which does not conform to the use regulations for the zone district in which such use is located at the time of annexation. Nonconforming uses have limitations as directed in the Land Use Code, including that the expansion or enlargement of existing buildings shall not add more than 25% of



new floor area. To preserve and support the future viability of the agricultural service uses surrounding the interchange that would be non-conforming, it is the recommendation of this plan that additional permitted uses be added to the City's Industrial zone designation. At the time that these areas surrounding the interchange experience a threshold annexation, a simultaneous amendment to the Land Use Code should be put forward to add these uses within the Industrial zone district, the zone designation that would likely be applied to these areas.

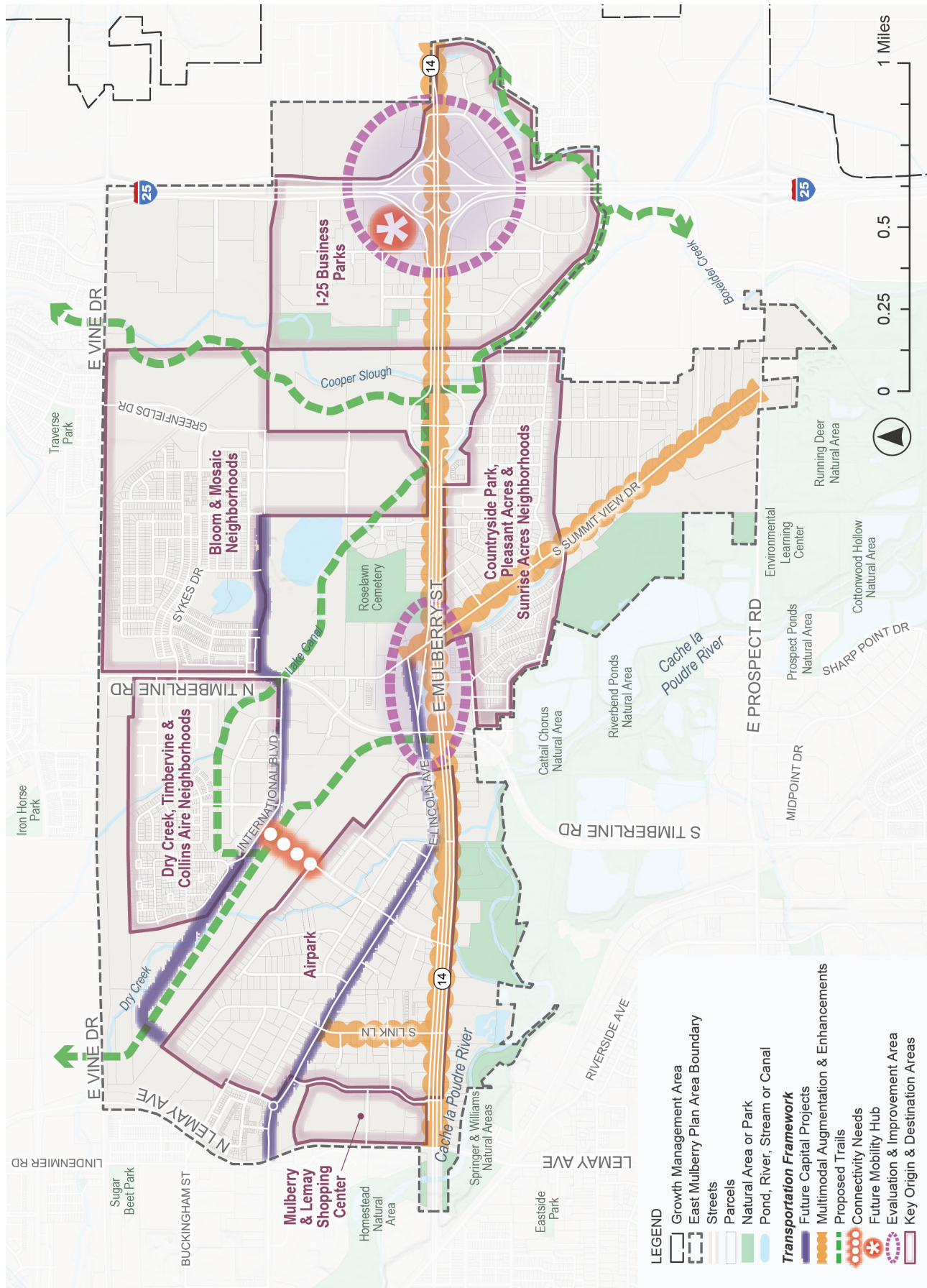
### Proximity Based Standards

It is recommended that this addition of uses to the Industrial zone district be accompanied by proximity-based standards. Proximity-based standards are a tool that can be used to allow uses only in the industrially zoned land within a certain specified geographic area. In this case, these uses are concentrated in the northwest quadrant of the interchange. Therefore, the proximity-based standards could specify that certain additional uses be allowed in the Industrial zone district within a certain distance from the I-25 and Mulberry Interchange. The exact uses to be added and the appropriate distance determination should be evaluated at the time of annexation. This can help ensure that existing businesses offering meat processing, livestock auctioning, and other agricultural service uses remain in their current locations near the interchange without a non-conforming status following annexation. The proximity-based standards can also ensure that these types of uses, which are appropriate in their current context, but may not be appropriate in other areas, are not allowed within other parcels across Fort Collins with an Industrial zone designation.

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# Transportation Framework

TRANSPORTATION FRAMEWORK MAP



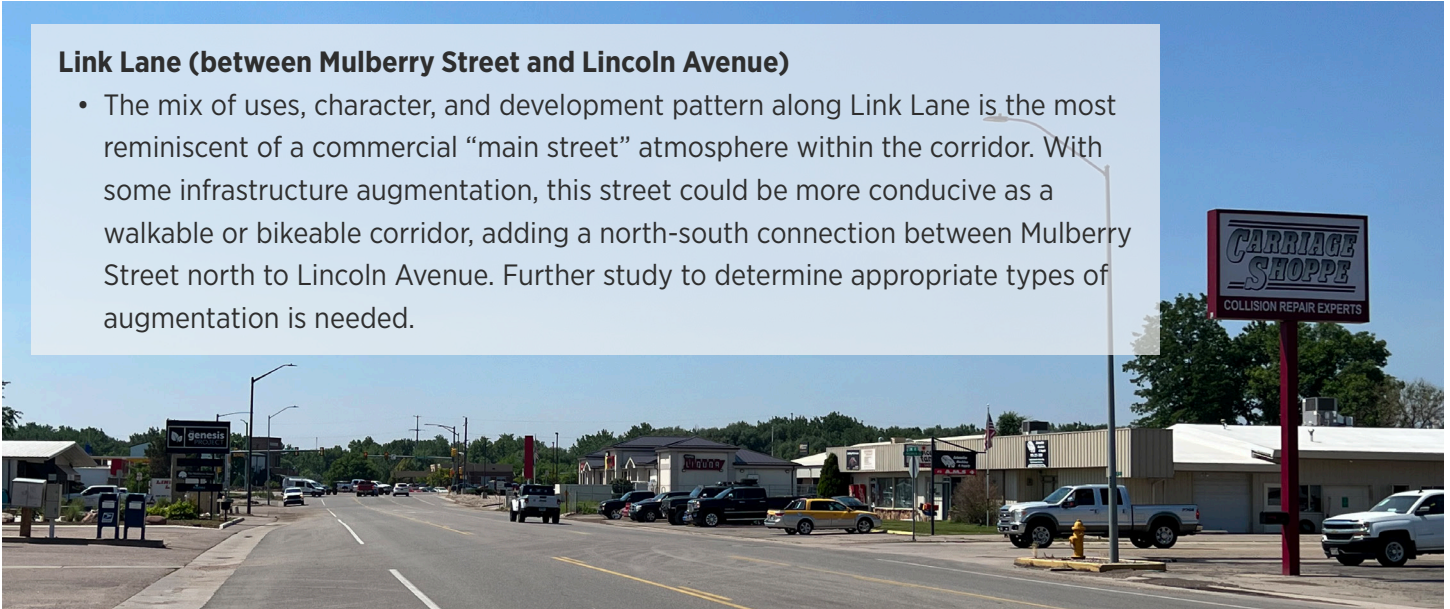


## Transportation Framework

**The Transportation Framework map** depicts connectivity needs, proposed streets for augmentation, and areas that require future evaluation and improvement. Like other aspects of the Plan, the timing and implementation of many of these proposed strategies are dependent on annexation and available resources at that time. Because the existing streets in this area are deficient both in condition and multimodal infrastructure (see the Surface Conditions of Roads Map in Section 1 of the Plan), the general philosophy of the Transportation Framework is to address priority and interim needs. In the long-term, it is assumed that streets in the plan area will meet Larimer County Urban Area Street Standards (LCUASS). To reach full LCUASS standards represents a substantial investment of resources, therefore, many of the improvements captured on the Transportation Framework map represent augmentation opportunities that may not meet full LCUASS standards but offer a way to enhance streets with safe and convenient multimodal connections in a more interim capacity. This approach is further described under Goal 3, Strategy 1. Some of the areas identified on the Transportation Framework map in the “**Multimodal Augmentation & Enhancements**” category include:

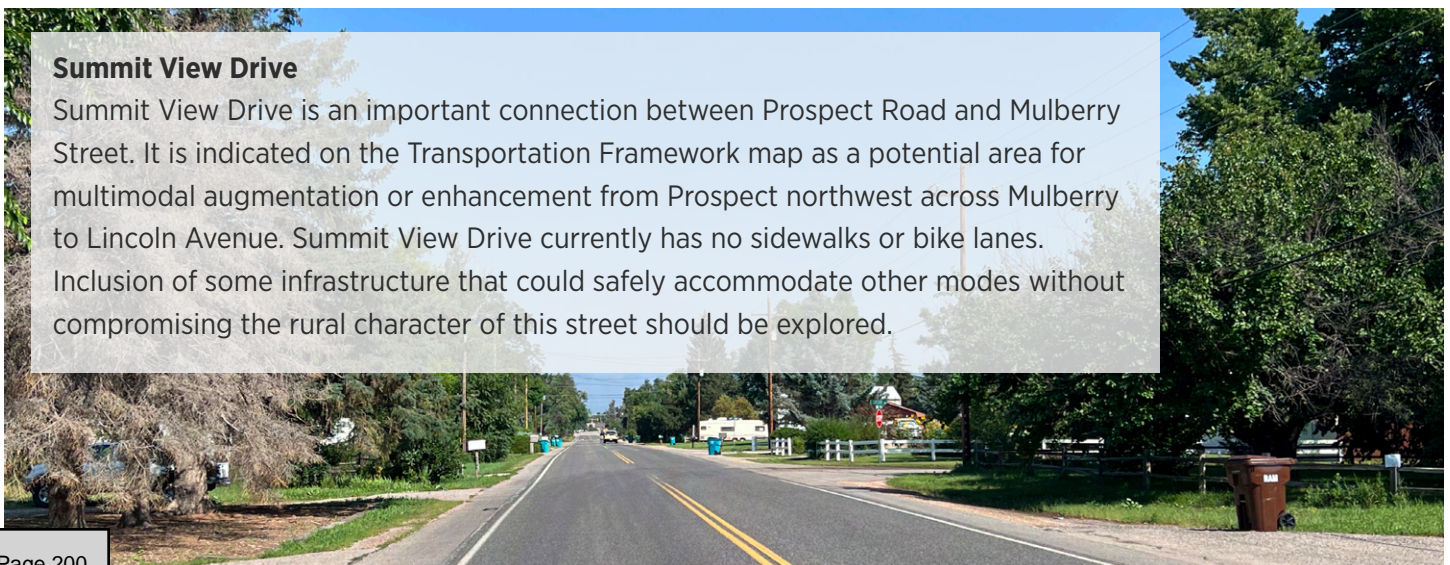
#### Link Lane (between Mulberry Street and Lincoln Avenue)

- The mix of uses, character, and development pattern along Link Lane is the most reminiscent of a commercial “main street” atmosphere within the corridor. With some infrastructure augmentation, this street could be more conducive as a walkable or bikeable corridor, adding a north-south connection between Mulberry Street north to Lincoln Avenue. Further study to determine appropriate types of augmentation is needed.



#### Summit View Drive

Summit View Drive is an important connection between Prospect Road and Mulberry Street. It is indicated on the Transportation Framework map as a potential area for multimodal augmentation or enhancement from Prospect northwest across Mulberry to Lincoln Avenue. Summit View Drive currently has no sidewalks or bike lanes. Inclusion of some infrastructure that could safely accommodate other modes without compromising the rural character of this street should be explored.





### Mulberry Frontage Roads

- One concept that requires further analysis and collaboration with CDOT and other stakeholders would be to explore building shared use paths along the medians between Mulberry Street and the adjacent frontage roads. If feasible, this concept could offer a way to integrate multimodal infrastructure that is separated from the fast-moving traffic of Mulberry Street. This concept is included in the Active Modes Plan. See also Implementation Action Item 3.2.4 under Goal 3.



### The Transportation Framework map also indicates

**Future Capital Projects.** Capital Projects in this case would be larger scale infrastructure enhancements that would be permanent changes to the characteristics and function of these roadways. One potential future Capital Project identified would be to continue the same street cross section on Lincoln Avenue from Lemay to Summit View. The City of Fort Collins improved the Lincoln Avenue Corridor between Riverside and Lemay, incorporating a buffered bike lane, landscaped medians, improved sidewalks, and integrated transit stops with bus pull-outs. These conditions do not continue beyond the roundabout near Cordova Road and there are no sidewalks or designated bicycle infrastructure on Lincoln Avenue through the remainder of the plan area. When considering future improvements to Lincoln Avenue east of Cordova Road, the design alternatives and concepts explored in the Lincoln Corridor Plan should be consulted so that continuous conditions from Lincoln Avenue to the west can be maintained as much as feasible. Future improvements to the segment of Lincoln Avenue within the plan area as well as other streets containing transit stops should consider transit stop improvements or enhancements.

The continuation of International Boulevard is identified on the Transportation Framework map as another Future Capital Project. At the time of this plan's publication, International Boulevard currently exists in a short segment between Timberline and Bannock/Toronto Street in the Dry Creek neighborhood. From the Dry Creek neighborhood, the ultimate alignment of International Boulevard would connect with Cordova Road at the most northwest corner of the Airpark area. International Boulevard from Timberline Road would then jog slightly north and continue eastwards just below the Bloom and Mosaic neighborhoods. A direct connection northeast from Airpark Drive across the former runways/taxiways to International Boulevard should be considered during future Master Street Plan updates to improve connectivity to/from the Airpark. The Dry Creek, Timbervine, and Collins Aire neighborhoods have no access to the Airpark without first traveling east to Timberline, then into the Airpark via Lincoln Avenue. This potential connection is indicated on the map as **"Connectivity Needs"** and should be evaluated through further study.

## Transportation Framework

Also overlaid on the Transportation Framework map is a network of **proposed trails**. Many of the proposed trails shown are consistent both with what was previously depicted on the 2002 East Mulberry Corridor Plan Framework Map, as well as with the City's 2013 Paved Recreation Trail Master Plan. Following publication of this plan, the City will be performing an update to the Strategic Trails Plan. That plan will include the East Mulberry Plan Area and should be consulted for guidance on integration of future trails within this area.

Many of the concepts put forward on the Transportation Framework map represent opportunities and ideas to further augment the transportation network of the East Mulberry Plan Area. These concepts would represent substantial change and would be accompanied by substantial costs to implement. The depth and breadth of analysis required to evaluate and explore these concepts cannot be accomplished through just this plan. Therefore, a key recommendation of the East Mulberry Plan is to complete a transportation-specific plan for the East

Mulberry Plan Area to understand and address the full set of needs. Part of this effort would be to identify funding and resources for a transportation-focused plan prior to when this area may be annexed in the future. See Goal 3, Strategy 3.

Specific areas within the East Mulberry Plan Area that will require additional evaluation are indicated on the Transportation Framework map as "**Evaluation & Improvement Areas**". A few specifically identified areas for further study include the intersection around Mulberry Street, Lincoln Avenue, Timberline Road, and Summit View Drive. The Mulberry and I-25 Interchange is another area identified for further study, including the evaluation of this area for a future mobility hub. Mobility hubs are meant to provide a seamless connection between transit and other modes of transportation and are intentionally located in key areas where the transit network intersects with other components of the transportation system. **Mobility hubs** can combine features like park-and-rides, bike parking, microtransit such as scooters, and enhanced transit shelters, amongst other elements.





# Development Review Framework

## EXISTING CHALLENGES TO DEVELOPMENT

The Mulberry Corridor's built environment spans multiple jurisdictions and over 70 years of varying development standards. The corridor still lacks a consistent pattern of development, and in many locations, basic health and safety infrastructure such as sidewalks, curb and gutter, and drainage networks. While new greenfield development in the plan area is expected to meet all modern development standards, as existing sites undergo changes in business activity or partial redevelopment, challenges remain in determining and prioritizing site upgrades. While the overarching goal is to bring properties closer to modern standards, this must be balanced against both a proportionate level of change to the site and while being mindful of corridor goals to maintain a unique and affordable location in the community for industrial and commercial businesses. With these goals and challenges in mind, the **Development Review Spectrum** was developed to guide future development and redevelopment activity for annexed properties within the plan area.



BILLBOARDS



NEIGHBORHOOD FLOODING



SIDEWALK DEVELOPMENT



## DEVELOPMENT REVIEW SPECTRUM

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The Development Review Spectrum highlights typical requirements and areas of flexibility for site upgrades within the City of Fort Collins' development review process. It is called a spectrum because it is organized by the level of review for different configurations of site and building upgrades, from lowest level of requirement to highest level of requirement. The purpose of the Development Review Spectrum (the spectrum) is to provide a structured and strategic approach for revitalizing and improving properties over time as they come through the City's Development Review process. It serves as an informational guide or roadmap for stakeholders involved in the redevelopment process, such as staff and decision-makers, developers, community organizations, and residents. The intent of the spectrum is to respond to context-specific needs by taking into account unique characteristics, challenges, and opportunities of the specific area being developed. The spectrum should be used alongside Plan strategies and a site's character area to identify priorities and flexibility for incremental site upgrades when appropriate based on site context and the proposed level of review.

### Key objectives of the spectrum include:

- 1. Establish Priorities:** It establishes clear goals for the redevelopment of the area, outlining what the desired outcome and future state of the area should be.
- 2. Preserve Flexibility:** The spectrum recognizes that different contexts may require different implementation strategies. It outlines land use strategies that help shape the physical layout and character of the redevelopment area. By utilizing the place types approach, the framework allows for adjustments and adaptations as needed to ensure future annexation projects align with changing conditions and can respond to current needs.
- 3. Respond to Context Specific Needs:** The spectrum considers strategies and character area priorities to identify priority enhancements in the corridor (e.g. parking, urban design, and aesthetic improvements along the Mulberry Frontage or near the I-25 gateway).
- 4. Identify Infrastructure and Service Needs:** The spectrum identifies the infrastructure and service requirements that are specific to the area. It considers gaps, and potential requirements under interim conditions to ensure infrastructure and services can meet immediate and long term goals of the plan area.

By providing a structured framework, site improvements can be carried out in a coordinated and cohesive manner, maximizing the positive impact on the area while addressing community needs and aspirations.

## Development Review Framework

## DEVELOPMENT REVIEW SPECTRUM

LOWEST  
REQUIREMENT

Requirements are cumulative &amp; incremental; e.g. 'Highest Requirement' includes all previous criteria.

HIGHEST  
REQUIREMENT

Change of Use (and/or Change of Business)	Minor additions and site enhancements (i.e. <1,500 (+/-) sf building addition, changing parking lot)	Significant change in character to site (i.e. building addition or reconfiguration)	Greenfield development, total site redevelopment
<b>STORMWATER, FLOODPLAIN, EROSION CONTROL</b>			
Adding or modifying 1,000 sf or more of impervious surfaces requires meeting stormwater detention, water quality, and low impact development standards.	<ul style="list-style-type: none"> <li>Additional requirements may be linked to other site plan requirements or standards (e.g. paving parking areas).</li> <li>If there is lack of an adequate outfall, the site may need to over-detain.</li> </ul>	Meets all Development Code Standards for stormwater quality, detention, erosion control, and floodplain management.	Meets all Development Code Standards for stormwater quality, detention, erosion control, and floodplain management.
<b>LANDSCAPING &amp; FORESTRY</b>			
Inventory onsite trees	<ul style="list-style-type: none"> <li>Replace any dead trees.</li> <li>Mitigation for any removed trees.</li> <li>Install new/missing trees in street parkways.</li> <li>Soil amendments and water conservation considerations.</li> </ul>	Full tree stocking throughout the site.	Meets all Development Code Standards
<b>PARKING &amp; WALKWAY CONFIGURATION</b>			
<ul style="list-style-type: none"> <li>Ensure required amount of general, handicap parking spaces.</li> <li>Add bicycle parking.</li> </ul>	<ul style="list-style-type: none"> <li>Reconfigure and delineate parking areas.</li> <li>Augment parking lot landscaping and screening.</li> <li>Ensure adequate covered bike parking.</li> <li>Create formal or informal on-site walkway connections.</li> </ul>	<ul style="list-style-type: none"> <li>Direct walkway connection from building to the street.</li> <li>Interior and perimeter parking lot landscaping standards met.</li> <li>May require moving parking areas on site.</li> </ul>	Meets all Development Code Standards
<b>ENVIRONMENTAL &amp; HISTORIC RESOURCE PROTECTION</b>			
Survey onsite resources as pre-submittal requirement, if data is missing.	<ul style="list-style-type: none"> <li>New lighting fixtures meet lighting standards (4 more fixtures requires full site lighting review).</li> <li>Establish any required natural habitat buffer zones and considerations for mitigation.</li> <li>New development abutting historic resources meets design compatibility requirements.</li> <li>Enhance the natural ecological characteristics of the site by focusing native seed mixes and weed management plans based on site specific conditions.</li> </ul>	<ul style="list-style-type: none"> <li>Ecological Characterization study.</li> <li>Replace/ensure all lighting meets lighting standards.</li> <li>Onsite Historic Resources comply with alternative mitigation requirements if not adaptively reused.</li> </ul>	<ul style="list-style-type: none"> <li>Meets all Development Code Standards</li> <li>Onsite Historic Resources are adaptively reused, and design compatibility requirements met</li> </ul>
<b>TRANSPORTATION &amp; FRONTAGE IMPROVEMENTS</b>			
Repair or replace damage to any existing frontage improvements (e.g. sidewalks)	<ul style="list-style-type: none"> <li>Dedicate any necessary right-of-way.</li> <li>Traffic Study or Memo may be required.</li> <li>Minor frontage improvements (Replacing sidewalks, curb &amp; gutter).</li> </ul>	<ul style="list-style-type: none"> <li>Full frontage improvements: curb &amp; gutter, sidewalk, parkway.</li> <li>Traffic Study or Memo may be required.</li> </ul>	Meets all Development Code Standards
<b>SITE DESIGN &amp; AESTHETICS</b>			
<ul style="list-style-type: none"> <li>Replace nonconforming signage.</li> <li>Replace dead landscaping.</li> <li>Screened trash/recycling enclosure.</li> </ul>	<ul style="list-style-type: none"> <li>Define/reconfigure parking areas.</li> <li>Parking paving may be required (front, publicly visible, or high-use areas).</li> <li>Parking lot landscaping/screening.</li> <li>Building addition meets LUC building design standards.</li> </ul>	<ul style="list-style-type: none"> <li>Walkways out to public right of way.</li> <li>Parking lot meets LUC standards.</li> <li>New buildings/additions meets LUC building standards.</li> </ul>	Meets all Development Code Standards
<b>UTILITIES &amp; DEDICATIONS</b>			
Utility easement behind sidewalk/street right-of-way may be required.	<ul style="list-style-type: none"> <li>Additional utility easements may be required for new utility installations.</li> <li>Ensure fire separation and emergency access requirements met.</li> <li>Ensure proper utility separation requirements met for newly installed utilities.</li> </ul>	New tap or capital expansion fees for additional utility services needed (e.g. new dwelling units).	Meets all Development Code Standards

## UNDERSTANDING POTENTIAL SITE UPGRADES AND ENHANCEMENTS

There are many types of development activity which may prompt the development review process and potential site upgrades. This spectrum of development intensity spans from simple changes of use as one business moves into a new space all the way to total site redevelopment or new greenfield development. Between both ends are more common types of proposals that may involve site reconfiguration or building expansions. In these middle scenarios there are often areas where staff and decision-makers can apply flexibility and or alternative prioritization of site upgrades that are more appropriate to the context of the East Mulberry Plan Area or which further Plan goals.

The table on the previous page highlights some of the common site upgrades and enhancements that may be required based on different levels of proposed development or redevelopment intensity. Each site and type of development proposal is unique, and the spectrum is meant as a guide to help property and business owners understand potential requirements when a site enters the development review process. For staff and decision-makers, both the spectrum and the priority section for each character area include high priority enhancements that are recommended based on a site's location within a specific Mulberry Character Area. Given the plan area's lack of consistent development patterns and need to prioritize different site upgrades based on character areas, this plan encourages future staff and decision-makers to collaborate with property and business owners on incremental site improvements that help maintain the plan area's unique and affordable role in the community.

The Development Review Spectrum and the requirements contained within would be applied when the City has annexed an area into City jurisdiction and a property has entered the City's development review process. These requirements would not apply to established sites that are not making changes to their properties or performing any of the types of activities contained in the Development Review Spectrum.

The spectrum provides policy guidance for how development review may be performed within the East Mulberry Plan Area. In many cases, requirements must meet existing code standards as prescribed in the Land Use Code, but code changes that would assist in enacting these standards should be considered following adoption of this plan. City staff and decision makers should also use the spectrum to support flexibility for redeveloping sites in the plan area through prioritizing certain site upgrades or deferments when allowed by the Land Use Code or through modification or variance procedures when it can be demonstrated the proposal advances goals and strategies of this plan.

Sites within the East Mulberry Plan Area that develop or redevelop in Larimer County and do not initiate an annexation threshold will likely still be referred from the County to the City for comment. City staff will continue to coordinate review on development activity with Larimer County staff.

# 5

## Annexation Thresholds

**Approaches to Annexation**

**Annexation Threshold Approach**

**Ongoing Management of East  
Mulberry Plan**



# Approaches to Annexation

As previously described, the East Mulberry Enclave was officially formed on August 31, 2018, when the East Gateway Annexation became effective (annexing land into the City of Fort Collins from unincorporated Larimer County). Therefore, three years from that date on August 31, 2021, the East Mulberry Enclave was eligible for involuntary annexation by the City of Fort Collins. This is consistent with the third bullet, 'Annexation of Enclaves' below.

## Annexation in Colorado can take place in three ways:

- 1. Petition for annexation by landowners** (voluntary annexation): If more than 50% of the landowners owning more than 50% of the area petition the governing body for annexation or in association with a serial annexation.
- 2. Petition for annexation election** (voluntary annexation): Registered electors may petition the governing body of any municipality to commence proceedings for an annexation election in the area proposed to be annexed.
- 3. Annexation of Enclaves** (involuntary annexation): An enclave is formed when an unincorporated area becomes entirely contained within the boundaries of a municipality. A municipality may initiate involuntary annexation of an enclave three years after it is formed.

## Intergovernmental Agreement with Larimer County:

In addition to the C.R.S., the City of Fort Collins and Larimer County have an intergovernmental agreement (IGA) between the two local agencies to help guide matters of annexation and growth, including management of the Fort Collins Growth Management Area (GMA). The IGA also facilitates coordination in other matters of joint planning and management of public services and facilities. This IGA (Regarding Cooperation on Managing Urban Development) between Fort Collins and Larimer County specifically outlines how annexation is to occur within the GMA and how the City and Larimer County will coordinate these agreements.

### **Colorado Revised Statutes (C.R.S) Title 31**

The source of annexation law in the state of Colorado is the Colorado Revised Statutes (C.R.S). C.R.S Title 31 Legislative Declaration states that the policies and procedures contained within are necessary and desirable for the orderly growth of urban communities in the state of Colorado.

Both petition for annexation by landowners and petition for annexation election are forms of voluntary annexation, meaning that if a majority of landowners or a certain number of electors within the area to be annexed are in favor of the annexation, they may initiate annexation. Involuntary annexation means that the annexing municipality is utilizing its authority pursuant to the C.R.S. to annex enclaves when eligible with or without the consent of the landowners or electors within an enclave.

Once an enclave is eligible for annexation, the C.R.S. does not require the City to annex the enclave unless either of the following occur:

- A petition is received by the City signed by more than fifty percent of the property owners owning more than fifty percent of the property in the enclave.
- At least 75 electors that reside in or own property within the enclave petition for an annexation election.

If either of the two above occur, the City has to initiate enclave annexation proceedings within one year.

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## Annexation Thresholds

When the East Mulberry Enclave became eligible for involuntary annexation in 2021, the City began to examine various approaches for potential annexation. This included robust study of the fiscal impacts of a potential annexation, review of opportunities and tradeoffs associated with potential annexation, and consideration of lessons learned from the City's previous annexations. With direction and guidance from City Council over a series of work sessions, staff iterated these potential approaches and requests for additional analysis. This work culminated in bringing forward a new approach called '**annexation thresholds**'.

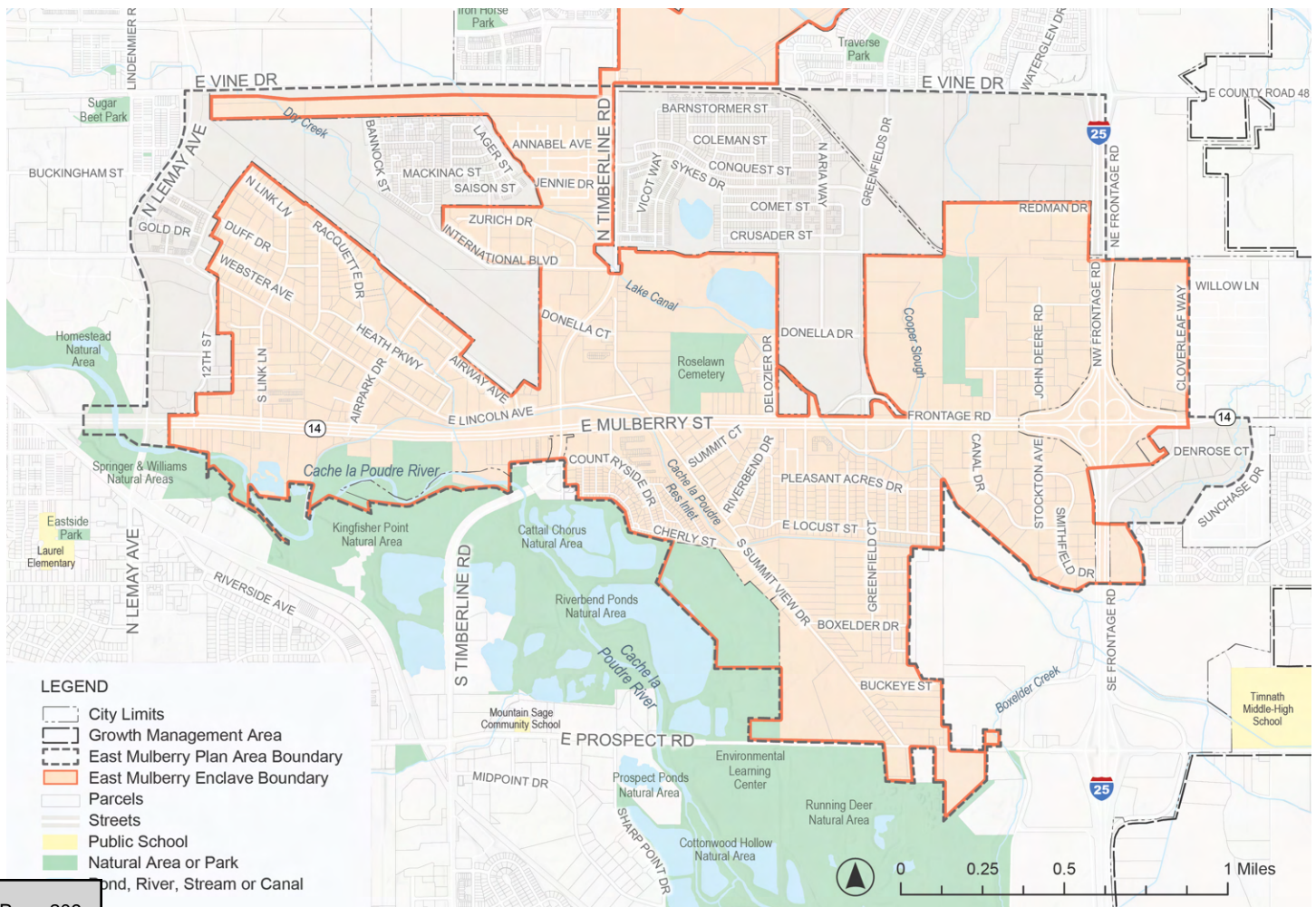
→ **Annexation thresholds** are a set of conditions that when reached, may represent an opportune time to consider annexation.

*This map depicts the enclave and plan area. Under the threshold approach, the enclave would be brought into city limits incrementally in the approach described in this section.*

### \$ Financial Evaluation Framework

In considering the approaches to potential annexation, the City studied fiscal impacts of annexing five subareas within the East Mulberry Enclave. An Excel-based scenario modeling tool was developed to study the fiscal impacts of various phasing, sequencing and funding options. A more detailed overview of these financial considerations is available in **Appendix B** and the fiscal impact evaluation and modeling tool prepared by consultant Economic & Planning Systems (EPS), is provided as **Appendix C**.

No specific financial scenarios have been developed based on a threshold annexation. However, the process and approach previously utilized to study fiscal impacts would be replicated when analyzing annexation threshold scenarios.



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# Annexation Threshold Approach

Annexation thresholds are a approach to annexation that has not previously been implemented by the City. Implementation of the thresholds approach means that City Council will evaluate each potential annexation threshold scenario individually as they arise. This creates a series of decision points for City Council over an extended time horizon. This approach will require ongoing monitoring, management, and consistent application of analysis techniques to be replicable over time. The following sections discuss how thresholds may be categorized, identified, and monitored.

## Threshold Categories

→ & Threshold Alignment with Citywide Priority or Goal

Maintenance of Logical Boundaries	pg. 113
Achievement of Citywide Policy Priority	pg. 114
External Funding & Capital Project Alignment	pg. 115

Combining Thresholds	pg. 116
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Annexation Criteria & Readiness	pg. 117
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Identifying Thresholds	pg. 119
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Monitoring/Managing Thresholds Long-Term	pg. 120
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# Annexation Threshold Categories

Maintenance of Logical Boundaries

Achievement of Citywide Policy Priority

External Funding & Capital Project Alignment

**Threshold categories** were formulated through study of existing land use and development patterns within the enclave and to align with citywide priorities and goals. Additional categories of thresholds may need to be considered as the East Mulberry Enclave changes over time. The magnitude and scale of thresholds may vary and therefore warrant careful analysis and consideration. Additional thresholds could be put forward for consideration and evaluated through the process described in subsequent sections of this plan document.

→ *Alignment with Citywide Priority or Goal*

It is essential that the approach to threshold annexations is in alignment with City of Fort Collins citywide priorities and goals for consistency in managing growth. The table below provides information about **how each category of threshold is aligned with adopted Citywide priorities and goals**. The items reflected in this column are sourced from City Plan (2019) and from the 2022 Strategic Plan. Citywide priorities and community priorities may change as the City and region continue to grow and evolve and therefore threshold alignment with those priorities should be continually monitored over time.

CATEGORY:

## Maintenance of Logical Boundaries

A threshold annexation based on maintaining logical boundaries seeks to streamline the provisions of services and enforcement responsibilities by uniting an area that is split between City and County jurisdiction. Depending on how portions of the Mulberry Corridor continue to annex organically, a threshold to maintain logical boundaries could occur in an area as small as a few blocks or represent something larger if the City and County begin to experience issues serving a larger fragmented area.

*The following factors could indicate a threshold has been reached:*

- There are multiple, individual properties under both City and Larimer County jurisdiction in close proximity.
- Properties in one jurisdiction may be partially or mostly surrounded by properties in the other jurisdiction.
- Primary access to properties occurs through/from the other jurisdiction.
- Isolated parcels in one jurisdiction occur across logical demarcation points, such as streets, ditches, and natural areas.

→ *Alignment with Citywide Priority or Goal*

- City Plan Principle LIV 1: Maintain a compact pattern of growth that is well served by public facilities and encourages the efficient use of land.
- Strategic Plan Strategy 1.7: Advance planning efforts in the Growth Management Area, including holistic considerations for potential annexations.



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CATEGORY:

Achievement of Citywide Policy Priorities

- Proactive Resource Protection
- Redevelopment Risk
- Other Proactive/Strategic Goal Alignment

The City may elect to pursue annexation in portions of the enclave to advance important community policy priorities which require properties to be located within City boundaries in order to enforce standards and receive funding.

It is important to note that there is a desire to simultaneously preserve existing natural features and affordable housing while also leveraging future development to help improve infrastructure and quality of life for residents and businesses in the East Mulberry enclave. These may sometimes seem in conflict with one another, but the recommendations and strategies in this plan strive to achieve both. As thresholds are implemented, staff will continually evaluate that a balance is achieved.

- Examples may include:
- Applying the City’s zoning authority to help preserve and protect manufactured housing communities or other naturally occurring affordable housing from potential redevelopment and resident displacement.
  - Protecting sensitive natural features such as the Poudre River or Cooper Slough by applying the City’s buffering standards.
  - Forming an urban renewal authority to catalyze development and infrastructure.
  - Purchasing property for City amenities and services (e.g., parks, natural areas, recreational facilities, stormwater detention, and more).

→ Alignment with Citywide Priority or Goal	
Proactive Resource Protection	<ul style="list-style-type: none"><li>• City Plan Principle LIV 9: Encourage development that reduces impacts on natural ecosystems and promotes sustainability and resilience.</li><li>• City Plan Principle ENV 1: Conserve, create and enhance ecosystems and natural spaces within Fort Collins, the GMA and the region.</li><li>• Strategic Plan Strategy 4.6: Sustain and improve health of the Cache la Poudre River and all watersheds within Fort Collins.</li></ul>
Redevelopment Risk	<ul style="list-style-type: none"><li>• City Plan Principle LIV 4: Enhance neighborhood livability.</li><li>• City Plan Principle LIV 5: Create more opportunities for housing choices.</li><li>• City Plan Principle LIV 6: Improve access to housing that meets the needs of residents regardless of their race, ethnicity, income, age, ability or background.</li><li>• Strategic Plan Strategy 1.8: Preserve and enhance mobile home parks as a source of affordable housing and create a safe and equitable environment for residents.</li></ul>
Other Proactive/Strategic Goal Alignment	<ul style="list-style-type: none"><li>• City Plan Principle EH 3: Support local, unique, and creative business.</li><li>• City Plan Principle EH 4: Ensure that an adequate and competitive supply of space and/or land is available to support the needs of businesses and employers of all sizes.</li><li>• City Plan Principle T12: Build and maintain high-quality infrastructure that supports all modes of travel.</li><li>• City Plan Principle T4: Pursue regional transportation solutions.</li><li>• City Plan Principle T9: Utilize the transportation system to support a healthy and equitable community.</li><li>• City Plan Principle T10: Support and enhance safety for all modes.</li><li>• City Plan Principle LIV 10: Recognize, protect and enhance historic resources.</li></ul>

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CATEGORY:

External Funding and Capital Project Alignment

Threshold annexation based on external funding and capital project alignment could prompt the City to pursue annexation in the case that external funding awarded through grants or other means would alleviate some costs associated with annexation. There could also be Federal funding opportunities where the City could coordinate or partner on a grant application with the County and agree to annexation upon award or completion of the project depending on the goals of each agency.

Projects that might be eligible for funding opportunities may include:

- Transportation or pedestrian/ bicycle planning and infrastructure improvements
- Stormwater infrastructure improvements

The East Mulberry area also falls within a “qualifying census tract” that may exempt projects from requiring matching funds. This is an important consideration for Capital Projects since that is often the limiting factor in grant applications. Also, in cases where multiple capital projects either within or directly impacting the East Mulberry corridor are able to be consolidated into one logical geographic annexation action.

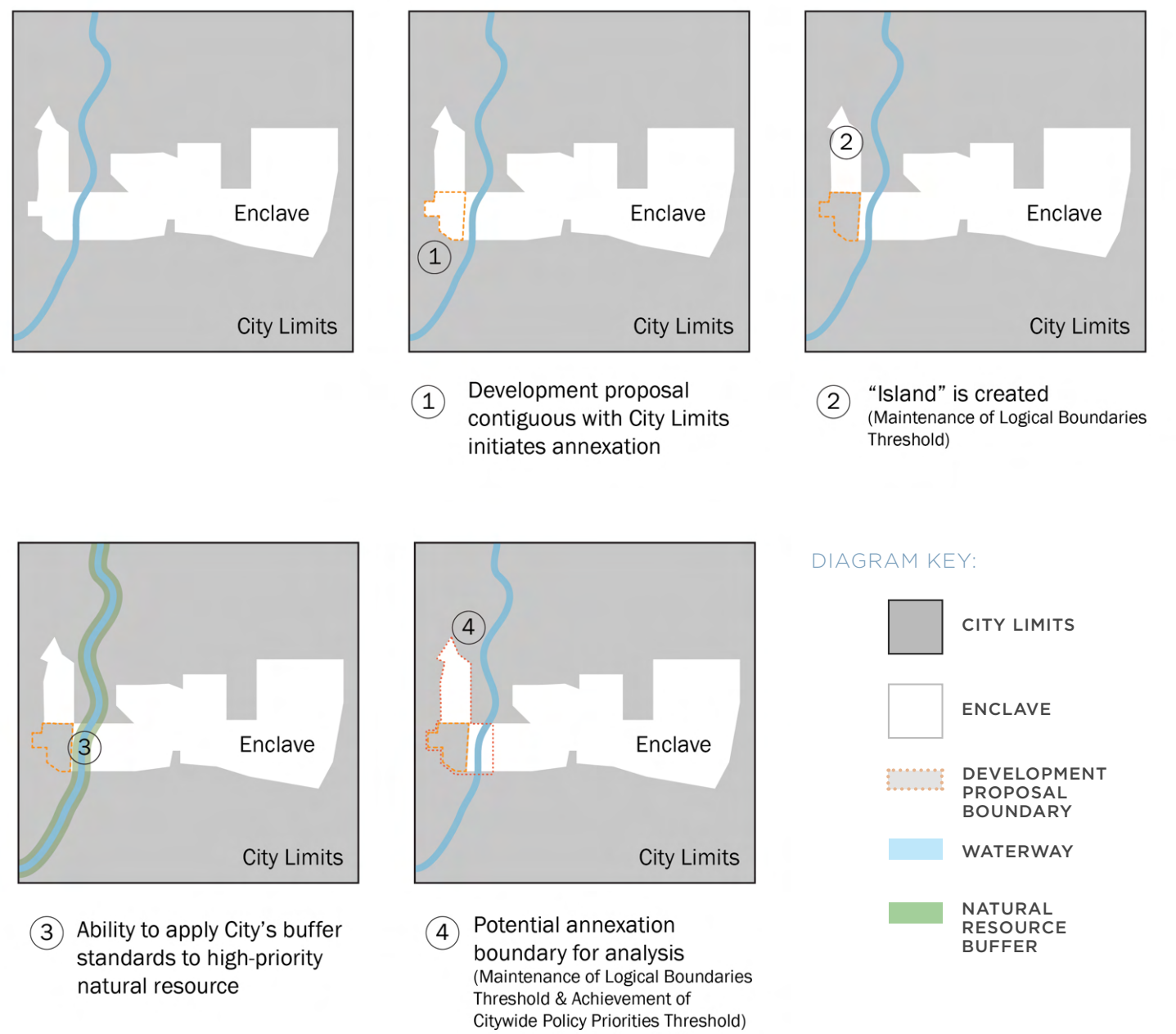
→ Alignment with Citywide Priority or Goal	<ul style="list-style-type: none"><li>• City Principle EH 5: Engage and help shape regional economic efforts.</li><li>• Strategic Plan Strategy 6.4: Support and invest in regional transportation connections.</li></ul>
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# Combining Annexation Thresholds

**Thresholds may occur independently, or some thresholds may be logically combined together when appropriate.** For example, a voluntary annexation that occurs through development activity within the enclave may contribute towards creating illogical jurisdictional boundaries that make provision of services and enforcement responsibility challenging (Maintenance of Logical Boundaries Threshold). When examining that threshold and the potential annexation area, it could be determined that a nearby property with sensitive natural features could also be studied for inclusion in the annexation area. Inclusion of this sensitive natural feature would advance City policy priorities for preservation and protection of natural features and their associated buffers (Achievement of Citywide Policy Priorities Threshold). This hypothetical example of how multiple thresholds can be combined to determine the potential annexation boundaries is depicted in the series of diagrams below.



## Annexation Threshold Criteria and Readiness

There are **criteria** set forth in **Section 31-12-104, of the C.R.S. that determine eligibility for annexation:**

*While these criteria do not apply to an enclave annexation pursuant to Section 31-12-106, C.R.S., to ensure orderly development patterns and logical service boundaries, these criteria should still be considered as part of evaluating thresholds and whether to pursue annexation. Per CRS, Annexation Transition Committee is required in cases of enclaves in which the population exceeds 100 persons and contains more than 50 acres.*

- ☐ A **minimum of one-sixth boundary contiguity with the annexing municipality**. This means that areas of the enclave that have met a threshold shall still meet requirements pertaining to establishing contiguity.
- ☐ The area of interest to be annexed is integrated or **capable of being integrated with the annexing municipality** and said area is urban or will be urbanized in the near future.
- ☐ Creation of **Annexation Transition Committee** (*see following page for more details*)

### Other indicators of annexation readiness:

When examining annexation thresholds and determining potential annexation boundaries for further study and evaluation, the following should also be considered:

- **Street Contiguity:** In some instances, there are portions of streets within the enclave that cross between City of Fort Collins and unincorporated Larimer County. This means that the segments passing through each jurisdiction must be maintained by that jurisdiction rather than the street facility in its entirety. Although similar to a 'Maintenance of Logical Boundaries' threshold, instances where street segmentation could be consolidated might be an indicator of readiness for annexation.
- **City of Fort Collins owned properties:** Parcels already owned by the City within the enclave may also represent opportunities for building thresholds. There are multiple areas within the enclave owned by the City of Fort Collins (such as the areas between the Poudre River and East Mulberry Street near the Kingfisher Point Natural Area, Roselawn Cemetery, and an area surrounding the Cooper Slough on the east side of the East Mulberry Plan Area). Annexation consideration for these areas should still evaluate contiguity criteria and other requirements as outlined in the C.R.S.
- **Development Activity:** Sites that have proposals for development or sites that are developable but have not yet may also require consideration as a threshold. As outlined in Section 1 of this document, the East Mulberry Enclave is continuing to experience significant development. The catalytic effect of nearby development may result in the undeveloped portions of the enclave experiencing development interest.

Examination of these criteria can be further evaluated in '**Strategies for Monitoring Annexation Thresholds**' on page 120.



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## Annexation Transition Committee



## The Annexation Transition Committee (ATC) shall be composed of nine members:

- **5 members represent residents, operate a business, or own property within the enclave;** Representatives to be selected through via an application process and collectively by the staff representatives from the City of Fort Collins and Larimer County. Representatives from other parts of the East Mulberry Enclave could be invited to participate if there is not sufficient interest in serving on the committee from within the potential annexation area.
- **2 members represent the City of Fort Collins;** Qualified staff representatives selected by the director of the Community Development and Neighborhood Services department.
- **2 members represent Larimer County** The Larimer County Community Development Director should select two qualified staff representatives from Larimer County.

An Annexation Transition Committee will be formed each time the size of the potential annexation area meets the criteria of having a population of more than 100 persons and contains more than 50 acres. Committee members representing those that live, work, or own property within the potential annexation area will serve on one committee and will be excused from the committee upon completion of each annexation or City Council decision to not pursue annexation.

The first annexation transition committee should take responsibility to establish additional guidelines for the role of the committee and how to establish the application process for other committee members.

### MORE DETAILS ...

Published notice of the creation and existence of the committee is required as part of communications related to enclave annexation. The duties of the annexation committee include serving as a means of communication regarding public meetings on the proposed annexation between the annexing municipality, county in which the enclave is situated, and those who operate businesses or own property within the enclave. The annexation transition committee also provides the mechanism by which residents, business operators, or other property owners can communicate through electronic mail, telephonic communication, regular mail, or public meetings with the annexing municipality or the county within which the enclave is located.

Under the annexation thresholds approach, it is possible that there may be extended periods of time between annexation activity, making it difficult to retain committee membership over this duration. For this reason, it is recommended that an annexation transition committee be formulated following the first threshold annexation, regardless of the size of area to be potentially annexed and the size of the population within this area. Following the first threshold annexation, the committee members representing the City of Fort Collins and Larimer County should continue to serve on the committee, even if there are no immediate subsequent threshold annexations. If any City or County staff representatives are no longer able to fulfill their committee role for subsequent annexations, new staff representatives should be designated. Committee members representing those that live, work, or own property within the potential annexation area will be excused from the committee upon completion and recording of each annexation.

It is recommended that future annexation thresholds that meet the specified parameters of 100 persons and containing more than 50 acres formulate annexation transition committees per annexation. Subsequent smaller threshold annexations in which the potential annexation areas do not meet the parameters of 100 persons and 50 acres will not formulate committees that include the five community members. However, the City and County committee members should continue to coordinate, particularly on appropriate notification strategies to maintain communication with the residents and businesses within the potential annexation area.

As described in the Actions After a Threshold Has Been Identified section, a neighborhood meeting is still recommended to be held with the residents and businesses within the potential annexation area in the case of every potential threshold annexation. This will offer a means of communication for those impacted by smaller threshold annexations without an annexation transition committee.

## Identifying Thresholds for Annexation

**Staff identifies potential annexation boundaries based on the type of threshold or thresholds that have been reached.** Using these potential annexation boundaries, staff conducts a neighborhood meeting with nearby residents and businesses to share information about a potential annexation and to collect initial input. Following the neighborhood meeting, a six-month analysis period is initiated. During this period, the following activities should occur:

- Staff performs financial analysis to understand impacts and resources required for annexation. This financial analysis will utilize the same framework that has been used in the evaluation work conducted so far. Based on the financial analysis, adjustments to the potential annexation boundaries are made as needed.
- When required, formulation of the annexation transition committee should be initiated at the beginning of the six-month analysis period so that committee members representing residents, business representatives, or property owners can be recruited and onboarded to the responsibilities of their role. This will allow adequate time for the annexation transition committee to be prepared to serve their duties as dictated in the C.R.S. if decision-makers decide to proceed with annexation.
- Staff will also perform analysis on the condition and evaluate the existing maintenance activities on streets within the potential annexation boundaries, working closely with Larimer County. City staff can perform additional outreach to inform stakeholders of options related to the formation of SID's, GID's, BID's and other mechanisms for bringing streets up to LCUASS standards. One objective of this additional outreach would be for staff to educate stakeholders about how roadway maintenance is performed currently and how full ongoing maintenance by the City could be achieved. This may help to more appropriately set expectations.
- The waiting period will allow the City to continue informing residents and businesses in the affected area about changes to service providers, fees, and other changes to expect upon the date of effective annexation.
- Staff can continue to gather input from affected residents and businesses related to the potential annexation and their concerns.

**Staff analysis and stakeholder input is shared with City Council and Planning & Zoning Committee members to identify if a threshold has been reached, timing options, and whether to pursue annexation.**

If decision-makers provide guidance to pursue annexation, staff may begin annexation proceedings immediately or consider an additional waiting period. The effective date of annexation could be delayed, allowing time for the City to ensure personnel resources, including police officers and support staff are in place to serve the additional areas being brought into the City.

*What happens when a threshold has been identified?*

Staff identifies potential annexation boundaries

Nighborhood meeting with residents and businesses within potential annexation area

*Adjust Threshold Annexation boundaries as needed based on results of analysis*

### **6 month period**

- Financial analysis
- Evaluate condition and existing maintenance activities of streets and other infrastructure
- Inform residents and businesses of service provider changes and anticipated fees
- Staff to continue gathering feedback
- Formulate **Annexation Transition Committee** as applicable

Analysis shared with Decision Makers to identify timing options and whether to pursue annexation

Staff may initiate annexation proceedings immediately or delay effective date of annexation to align with budgeting and resource availability

## Strategies for Monitoring Annexation Thresholds

Monitoring of annexation thresholds and initial recognition of when a threshold has been reached will likely be a staff responsibility alongside City Council and Executive Lead Team consultation to determine whether official annexation action is warranted. **Multiple monitoring strategies can be deployed to help identify when certain thresholds have been reached:**

### □ Monitoring Reports

Every two years, compile information on the enclave related to individual annexations, upcoming capital or master planning projects, redevelopment activity, research on existing signs and billboards, and more, to determine if any potential thresholds have been reached. The first monitoring report should be issued within three months of adoption of this plan to establish baseline conditions for future reports.

### □ Individual Annexations

When individual sites request annexation, staff is responsible for drafting a staff report and agenda materials for the Planning and Zoning Commission and City Council. These documents should include specific discussion on whether the annexation contributes to threshold criteria.

### □ Capital Projects

Capital projects that may directly or indirectly affect the East Mulberry Plan area should be monitored as part of the ongoing threshold monitoring and management.

### □ Future Plan Updates

Subarea plans such as the East Mulberry Plan are often updated every 10 – 20 years to identify new conditions and reconfirm priorities. During any future plan updates, staff should review and update potential threshold scenarios.

### □ External Factors

Anytime special outside factors may lead to changes in the corridor, whether a new funding opportunity, collaboration with another jurisdiction, or a large development project, these present opportunities for staff to evaluate impacts on the corridor and whether they contribute to an annexation threshold outside the standard monitoring report timeline. It is important to note that if a large development project initiates a threshold and annexation consideration, the development project can continue to progress along the timeline dictated by the City's development review and annexation processes. The timing of that development project would not be impacted by the timeline associated with evaluating and analyzing thresholds.

### □ Formation of an Annexation Transition

**Committee** This committee could help identify whether certain threshold criteria have been met.

### □ Larimer County Input

Regularly consult with staff and decision-makers in Larimer County regarding the status of the enclave and fulfillment of the Intergovernmental Agreement in the context of the Mulberry Enclave. Larimer County staff representatives will serve on the annexation transition committee and can serve as liaisons to Larimer County Commissioners and leadership.

**i** As described previously, even with a threshold approach in place, voluntary annexation within the East Mulberry Enclave can continue in the ways as described within the C.R.S. Individual or groups of property owners who meet the outlined criteria for annexation eligibility may still petition for annexation as desired at any time. Also as described in the beginning of this Section, the processes by which property owners or electors can petition for annexation of the enclave or an annexation election can still occur. Successful pursuit of either of those two actions could result in the annexation of the entire enclave before the natural progression of annexation thresholds occurs to completion.

## Ongoing Management of the East Mulberry Plan

The updated East Mulberry Plan and the proposed threshold annexation structure represents a new approach towards annexation and a slightly less traditional subarea plan document than some of Fort Collins' other subarea plans. Unlike other subarea plans, the East Mulberry Plan covers an area largely outside of City Limits. Many of the implementation actions suggested through the Plan are dependent upon these areas coming into City jurisdiction through potential future annexation. For this reason, the goals and strategies contained within the Plan attempt to successfully balance enough specificity to lay a foundation for the desired future of the East Mulberry Plan area, while also remaining nimble and adaptable to the evolution of this area over time. Successful management and implementation of this approach will require additional monitoring, updates, and evaluation over time. As threshold annexations occur, updates to this plan may be required as efficiencies and processes are established and conditions in the corridor continue to evolve.

City staff will bear responsibility to enact the process as covered in this plan, however, the involvement of residents, business owners, property owners, Larimer County, CDOT, and other stakeholders within the East Mulberry Plan Area will remain essential. The proposed thresholds approach was designed to build in substantial communication and participation opportunities for community members in the plan area (including the Annexation Transition Committee as well as neighborhood meetings). The thresholds process and opportunities for community participation should also be co-evaluated and adjusted as needed based on community feedback and experience following the first annexations occurring through this process.







# Appendices

## **APPENDIX A: Community Engagement Reports**

## **APPENDIX B: Mulberry Corridor Financial Considerations (Phased Annexation Approach)**

## **APPENDIX C: Mulberry Corridor Financial Impact Analysis**

## **APPENDIX D: Role of Subarea Plans**

# Appendix A:

## Community Engagement Reports

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*Visioning Sessions*

*Online Survey*

*Community Advisory Group*

*Business & Community Workshops*

*Annexation Q&A Sessions*

# **Appendix A: Community Engagement Reports**

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## *Visioning Sessions*





# EAST MULBERRY PLAN

## SUMMER 2021 COMMUNITY ENGAGEMENT SUMMARY

August 18, 2021

### Engagement Process Summary

The East Mulberry Plan update process is intended to develop and implement a community-engaged vision for the East Mulberry enclave, which is planned for annexation into the City of Fort Collins. In the summer of 2021, the City hosted six public engagement meetings, two per month, in June, July, and August. Residents and business community members were invited to attend the events to learn more about the annexation process, to ask questions, and to share their concerns and aspirations around future annexation efforts. Four meetings were conducted virtually and two were conducted in-person. Meetings took place on the following occasions (in-person meetings marked with an asterisk\*):

- June 29<sup>th</sup> : 12:00 – 1:30pm (business-focused) & 6:00 - 7:30pm (resident-focused)
- July 14<sup>th</sup>: 12:00 - 1:30pm\* (business-focused) & 6:00 - 7:30pm (resident-focused)
- Aug. 4<sup>th</sup>: 12:00 – 1:30pm (business-focused) & 6:00 – 7:30pm\* (resident-focused)

The City presented an overview of the annexation history and participants were invited to ask questions and to respond to a series of questions from the City.

### Key Concerns

Shared concerns were raised by residents and the business community. The most prominent of those themes, roughly in order of their prevalence included the following:

- Loss of affordability and rising costs (including gentrification);
- Fear of increased restrictions and regulations;
- Loss of diversity, both in uses and demographics /reservation of the industrial and agricultural character;
- Having a voice and involvement in the decision-making processes;
- Maintaining and improving flow of traffic, streets, and business access;
- Ongoing and increasing experiences of crime, homeless/transient population, flooding and drainage; and
- Aesthetic appeal of the corridor.

### Suggestions

Participants provided suggestions for the plan update process, as summarized below.

*Ongoing involvement of the business community:* The business community would like to have increased opportunities to have input into the process, and a business association may be independently formed for the area with the help of the Chamber of Commerce (no association for this area currently exists). In

addition, they have requested that the City host more conversations with the business community throughout the process and even into the phases of implementation.

*Ongoing residential engagement:* The residential community also requested increased involvement and City staff has agreed to set up meetings with individual Home Owner's Associations (HOAs) and neighborhood groups to discuss the specifics of the plan for their neighborhoods.

*Integrate with scenic byway efforts:* Current effort to designate the Cache la Poudre Scenic Byway along Colorado Highway 14 (Mulberry Street) may be an opportunity for collaboration, funding, and a way to fulfill business, resident, and City desires to improve the aesthetic appeal of the East Mulberry corridor, make it more appealing "gateway to the City."

## Community Responses to City Questions

The development of the themes above were derived from the following observations synthesized from the community meetings. The following four tables synthesize and summarize the input provided by the community at those meetings, as well as important overlaps between the business and residential communities:

### *What is valued most by the community?*

Business Community	Shared	Residential Community
Streets, flow of traffic to allow big trucks	Low taxes	Housing affordability
This area is where businesses can "get dirty & make noise"	Diversity (of people, of uses, of business types)	Culture of the community
Proximity to I-25 & ease for customers & workers from other areas of Larimer/Weld counties	Affordability	
Space for storage, fueling, etc.	Character of place	

### *What needs work in this community?*

Business Community	Shared	Residential Community
It is difficult to know what's going on and be involved when they are busy and involved in their own businesses – need good info and repeated contact	Homeless population	Schools are too far away
Work to keep industrial and agricultural businesses here	Crimes like theft and vandalism and drug-use (needles, etc.)	No safe parks and/or bike paths/sidewalks to get to parks
	Traffic flow (confusing, congested, dangerous for pedestrians and bikes) – improvements to frontage roads	Streets
	Flooding & drainage	

*What are their fears/concerns?*

<b>Business Community</b>	<b>Shared</b>	<b>Residential Community</b>
Tractor-trailer access will be splintered, restricted or made more difficult	Gentrification	The time it will take to get the annexation implemented
More restrictions on parking and/or signage	Rising rent and other costs	
Residential and/or retail will push out the industrial businesses	Higher taxes and/or restrictions (e.g. building standards, code compliance, etc.)	
Unease in opening/closing businesses because of transients sleeping in building entrances, etc.	Adjusting to the new requirements imposed by the City	
Increased traffic volume, difficulty “breaking in” to the traffic stream on Mulberry	City will just overlay plans and requirements on them that aren’t right for their area	

*What do they hope for?*

<b>Business Community</b>	<b>Shared</b>	<b>Residential Community</b>
Opportunities to provide additional primary employment	More opportunities to be involved and have a voice (advisory board, working groups, business association?)	Keep and/or provide more attainable housing options
Keep the diversity of uses allowed	Knowing what is going on as this process unfolds	Keep the diversity of the communities
	Better aesthetic appeal of the area	Help with improving & maintaining roads
	Better connectivity for bikes and pedestrians, as well as transit	
	That the City will really listen to them and include them in the planning and decision-making	
	Aesthetic improvements along the Mulberry corridor, especially at the interchange with I-25. Opportunity to create a gateway effect more like the Harmony interchange.	
	Mulberry is the eastern terminus of a scenic byway and could be improved to honor/fit	

# **Appendix A: Community Engagement Reports**

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## *Online Survey*



## East Mulberry Plan Area Visioning Summary

### Introduction

The East Mulberry online visioning survey received 43 completed responses. Invitations to participate in the survey were sent out in a mailer for residents within the study area, and in an email to those who subscribed to the newsletter online.

The online survey rendered similar values, fears, and hopes about the East Mulberry Area that was captured by the community engagement meetings hosted in the summer of 2021. Overall, the common values identified by this survey include affordability for housing and property, conservation of natural areas and open spaces, and a focus on infrastructure that provides accessibility for a safe cohesion of travel between motorists, pedestrians, and bicyclists. Fears identified throughout the survey were focused on rapid growth and overdevelopment that may lead to affordability issues and over commercialization of the land, as well as a lack of safety around poor infrastructure and increasing traffic. Respondents communicated their hopes of this area to include an enhancement in existing and future traffic infrastructure, conserve and create access to natural areas/open spaces and look to create opportunities for affordability and sustainable growth in the East Mulberry Area, while addressing some of the social issues facing the area.

This Summary will walk through each survey question that was asked to residents and community members, highlighting the key takeaways learned from each question focus. Sample responses from each question are included in order to provide examples direct comments that were given from community members. The responses were analyzed to identify the common phrases and ideas for each question, which are highlighted in the bar graphs for each question.

### Question 1:

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*The thing I value most in this area is...*

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*"Easy access to both Old Town and I25; Affordability"*

*"The current existing natural preserves (ponds, river access, open spaces)"*

*"That it is an industrial area, with less rules and more affordability. Not Old Town, Not Fort Collins. That the area gives small businesses a more affordable place to start."*

*"Affordability for small business owners."*

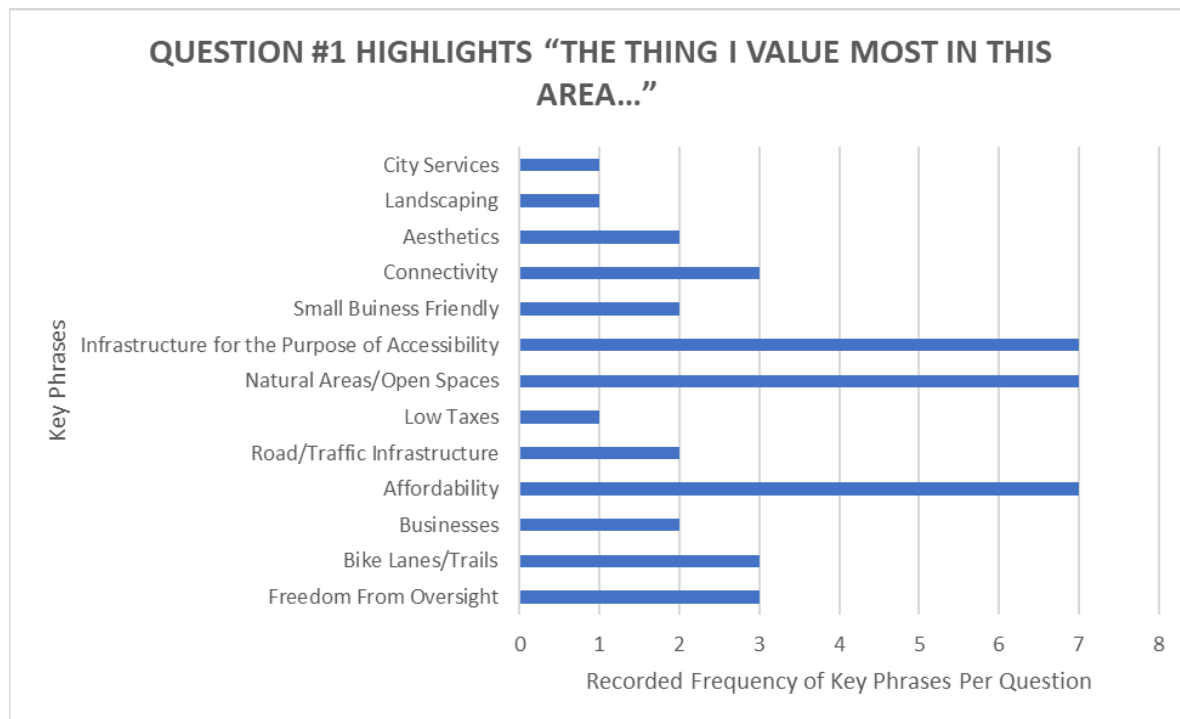
*"That most city services are offered, although city water would be better than ELCO. Connexion is awesome, for example."*

*"Freedom from city oversight."*



Question 1 intended to gauge what respondents currently value in the East Mulberry Area today. The three main values that were identified by respondents were affordability, natural areas & open spaces, and infrastructure for the purpose of accessibility. The respondents noted that having quick and direct access to both Old Town and I-25, yet still having more affordable levels of housing and small business venues, is a highly valued characteristic of the area. Furthermore, respondents also care highly about the natural aesthetics of the area, including natural areas, parks, and the scenic views of the surrounding mountains and farmland, as shown in the bar chart below.

There was a small portion of respondents (7%) that valued being outside of city limits. This small portion of comments highlights the uncertainty some residents share about the idea of the area annexing into the City of Fort Collins. These comments seemed beneficial to include because there is some uncertainty among respondents on how and when the City of Fort Collins might annex the area in the future, as part of the area remains under Larimer County's jurisdiction. These concerns were also related to a lack of clarity around the financial implications of annexation for businesses and uncertainty around how needed services and infrastructure in the area would be managed by the City.



## Question 2:

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*The thing I would like to see change most is...*

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*"The roads and intersections are the neighborhood unsafe...need lights with left turns both on Prospect and intersection of Greenfield's Ct and Mulberry"*

*"A real street. Currently our neighborhood dirt road is severely eroded."*

*"Better bicycle access to downtown and connected bike paths. A path along Vine, south of the Railroad tracks that makes Timberline to the Beet Park safe and easy would be AMAZING"*

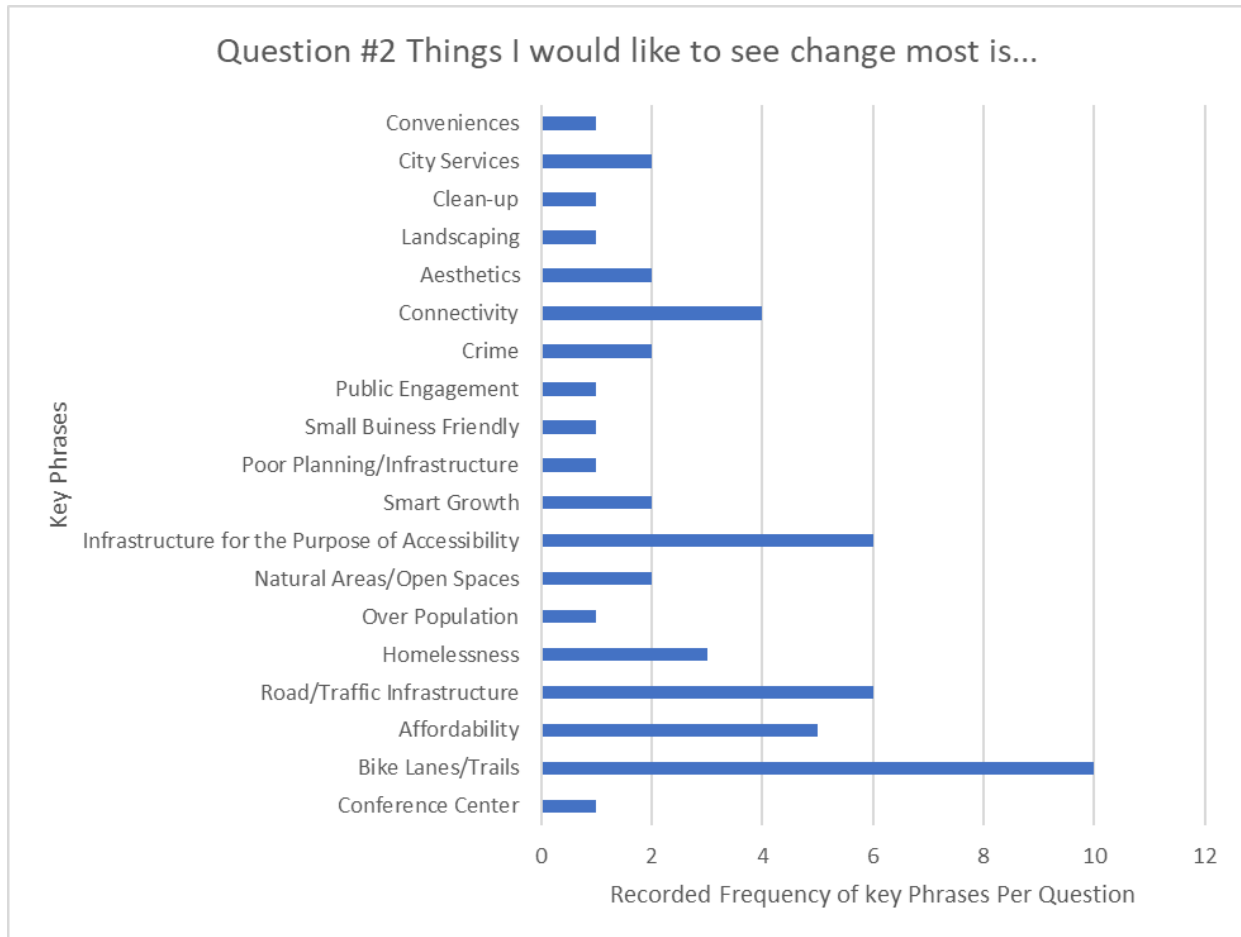
*"Sewage tie-in options for those currently on septic on Summit View Drive"*

*"More community programs to encourage neighbors getting together to help with people who are less fortunate, trash pick up in the area or just to gather and get to know one another"*

*"More connections to the city so we don't have to drive into town for everything. Need bike paths, sidewalks, city bus connections, and even a supermarket in the northeast of the city"*

Question 2 asked respondents what changes they would like to see prioritized in the area. The most common response was to add more bike lanes and to prioritize pedestrian connectivity to amenities, open spaces, and various neighborhoods within the area. Methods for improvements mentioned included safer traffic patterns, better public transportation, and improvements to roadway infrastructure.

Respondents would also like to see solutions to social issues like homelessness, as well as lowering the crime rate. Respondents suggested providing better access to city services to address some of these concerns. Along with the changes to infrastructure and social issues, respondents would like to see aesthetic changes, like more landscaping to soften the view of concrete islands and a general clean-up of the area. Furthermore, adding more conveniences to the area like grocery stores, restaurants, gas stations, and other businesses would benefit residents and consumers. The chart below highlights the most used phrases among the responses to this question. Note that the top three key phrases revolved around connectivity and accessibility for multimodal transportation.



### Question 3:

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*What are your hopes for this area?*

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*"To get more accessible grocery store and small communal spaces with breweries, parks, coffee shops, restaurants, etc. and to change the current East Mulberry stigma of being an impoverished, crime zone"*

*"That the area will remain a more affordable place for businesses that want to start and grow in the area. And that the valuable space the businesses need for parking etc. is not used for sidewalks, trees and bushes"*

*"Interconnectivity to everything the city offers. It would be nice to have more than one egress in and out of Timbervine/Dry Creek. Last year's spring snow, quite literally trapped many of us in the neighborhood for a day"*

*"Restrictions on raising rents, help with housing inflation"*



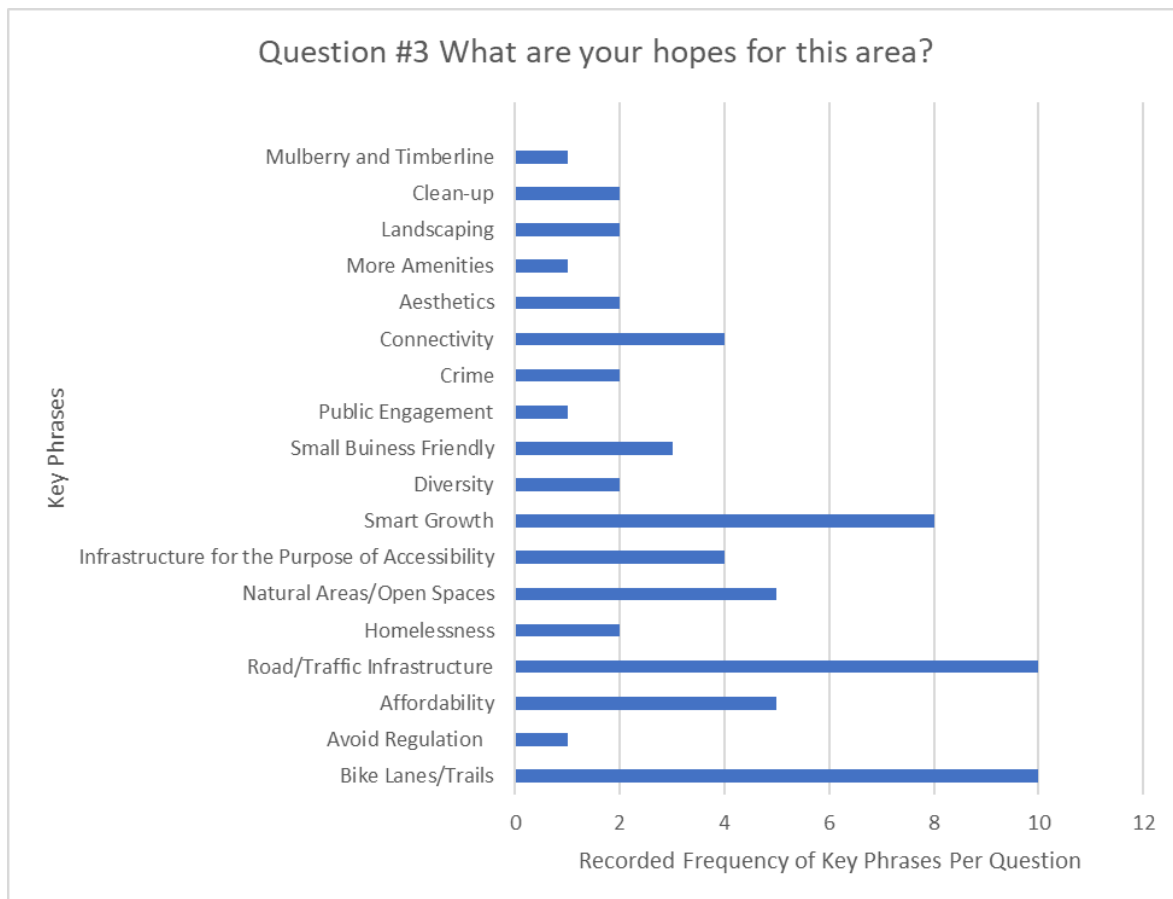


*"I hope that the community can be mindful of how important supporting small businesses is; now that Target & Starbucks has moved in, the convenience of having them so close can be devastating to the family-owned businesses"*

*"Walkability. You cannot visit this area for shopping or business without a car. Tree planting and added landscape features/naturalization and preservation."*

Many of the hopes reported by community members addressed the changes that were reported in Question 2. 55% of respondents commented on a hope to have an infrastructure that leads to better multimodal connections between the City of Fort Collins and the East Mulberry Area. Common solutions suggested for these connectivity and accessibility issues were safer trails/bike lanes, more lighting, additional turning lanes, more crosswalks, and addressing potholes.

Community members also hope for the future development in the area to follow smart growth principles. Reported smart growth suggestions included having affordable housing, avoiding suburban sprawl, being small business-friendly, adding grocery stores and other amenities, preserving natural areas, adding trails and public transportation, addressing homelessness, and preventing crime.



## Question 4:

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*What are your fears for the future?*

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*“That current open spaces might be encroached on or that current hotels on East Mulberry will continue to function as they are now, which is part of what attracts increased substance use, crimes rates, etc. to that area”*

*“Underutilizing this space. In filling it with meaningless retail/commercial/big box stores. Losing the opportunity for massive cultural advancement for the next century”*

*“That costs will increase, and space will decrease, making it less affordable. Look at the vacancy rate in this area compared to the others in the Fort Collins area. The draw for business in this area is not a nice sidewalk it is the Industrial affordability”*

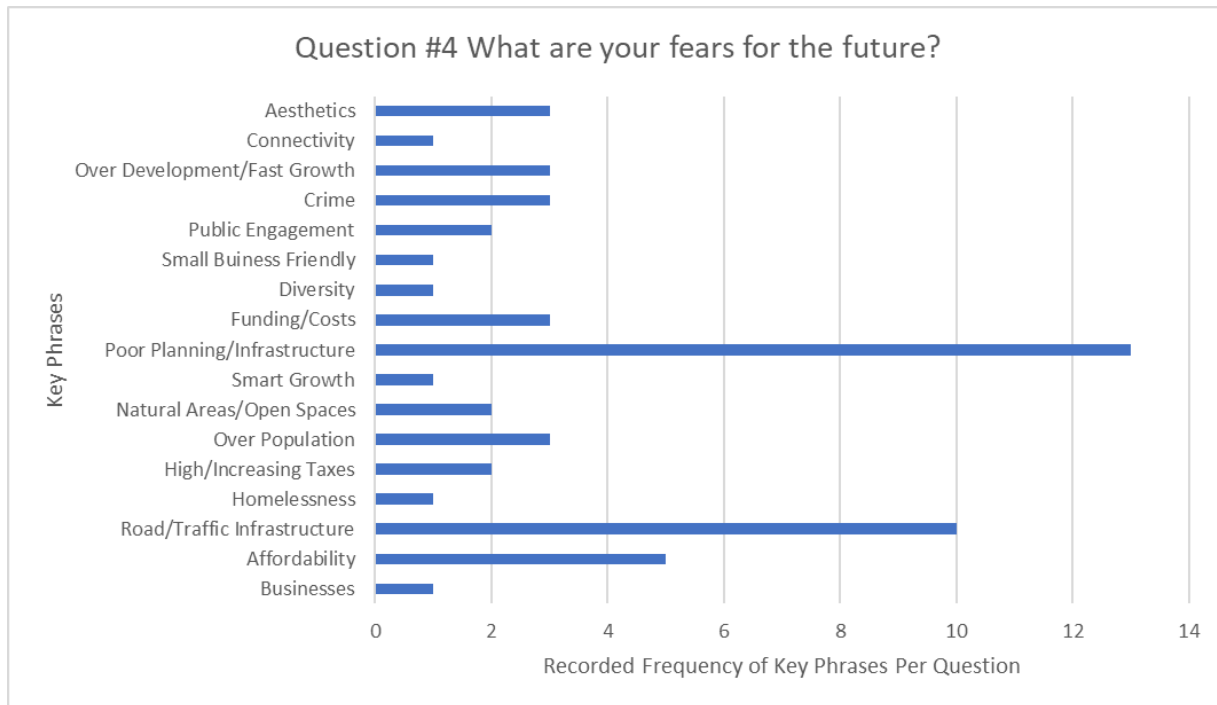
*“I fear that the pace of housing/development growth will far surpass the infrastructure growth, leading to continued traffic and safety issues”*

*“The land won’t be brought into the city limits before it’s developed, and terrible industrial will fill the areas next to our houses. That something terrible will happen before the city considers the safety of residents. Right now, we can’t walk from our neighborhoods without almost getting hit!!”*

*“That the character will change with no architectural/design regulations. Homeless population will continue to grow. Multifamily, apartment-style building. Housing prices will continue to rise, making it only accessible to the wealthy.”*

Fears for the East Mulberry Area involve poor planning, traffic infrastructure, and affordability. Many respondents fear that without careful planning East Mulberry will succumb to overdevelopment and fast growth. The fear of over-development and rapid growth includes the fear of losing natural areas, the creation of high property values, continued crime, traffic congestion, infrastructure neglect, and a decrease in cultural advancement.

Most respondents reflected hopes to see some of the successes of infrastructure that the City of Fort Collins has (utilities, proximity to essential amenities, bikes lanes clean streets, etc.) but fearing that these successes could hurt affordability and create challenges for local, small businesses. Residents want to see improvements to the area without it losing its affordability or industrial businesses that have thrived in the area for years.



#### Question 5:

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*What are some obstacles for the hopes you have for this area?*

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*"I worry about funding because some of the East Mulberry is under the City of FC jurisdiction, and some is under County jurisdiction: it would be nice to see continued collaboration between the two for this are specifically"*

*"The area around I-25 and Mulberry has a population that needs help but as it stands now, it doesn't always feel safe visiting the business in the area after dark."*

*"Gentrification. Growth. Balance between homes and businesses. Costs."*

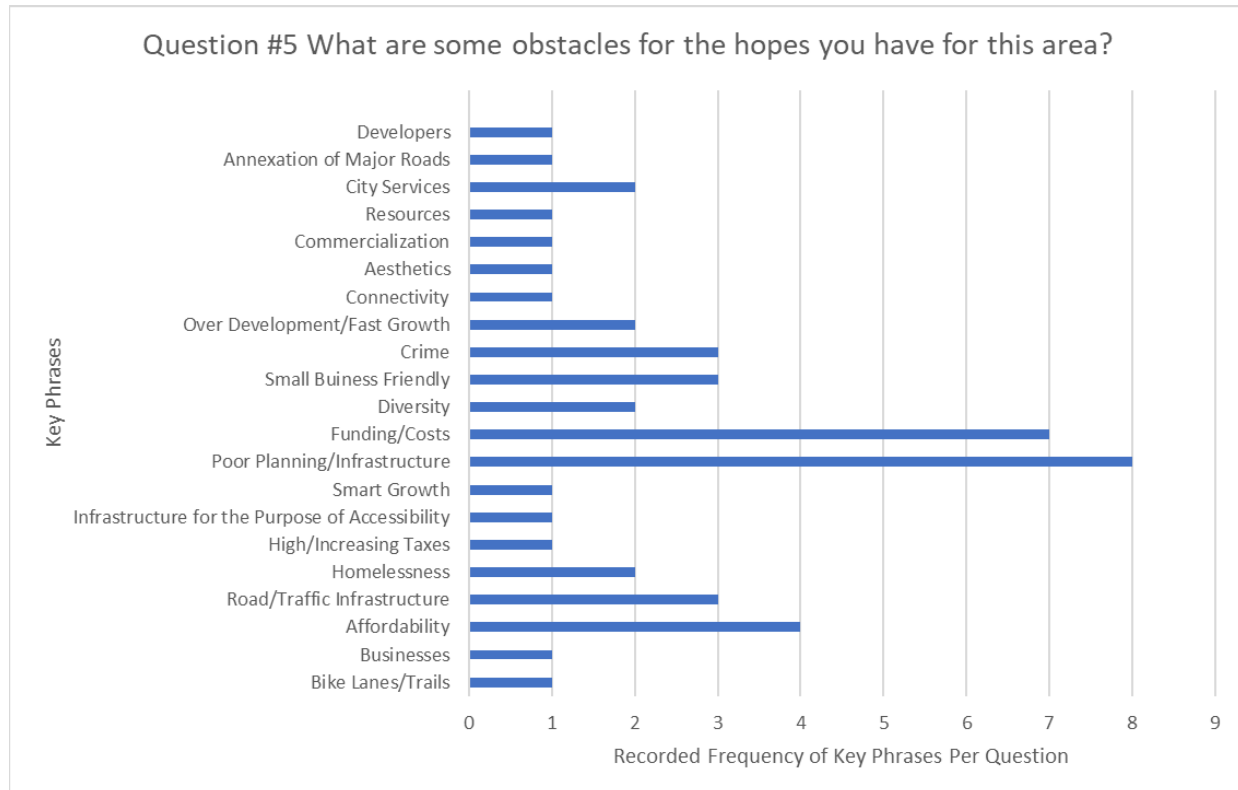
*"That businesses will not have interest or financial ability to invest in improvement. I don't see a path forward. Traffic volume and speed is an enormous safety concern."*

*"No resources to solve problems. The county says it's a city issue/ the city says it's a county issue"*

*"Homeless population has to be addressed...safety for all, many not wanting to be annexed into the city, affordable housing has to be addressed, and infrastructure thought out first."*

Respondents identified various obstacles that the East Mulberry Area may face when working towards their community hopes. The biggest obstacles surrounded resources, funding, and planning concerns.

Social obstacles included addressing homelessness, crime, and gentrification. Economic obstacles included funding, affordability, and the potential for the area becoming unsustainable for small businesses. Infrastructure obstacles included traffic, a lack of supportive resources for individuals in need, and a lack of affordable housing. All obstacles mentioned came with a general uncertainty from respondents on how the city plans to develop, fund, and address development in the East Mulberry Area.



#### Question 6:

##### *Additional Comments:*

*"I think the city of Fort Collins should look at what other cities have done as they have annexed industrial areas. Instead of making the decision itself, the city should present various scenarios to the businesses of this area with the trades offs to ensure buy in."*

*"An Industrial area is nice if the roads are kept up, no potholes, swept / clean. Most of the businesses are here because they wanted less overhead, more square footage"*





*inside as well as outside for less money. Don't take away valuable space."*

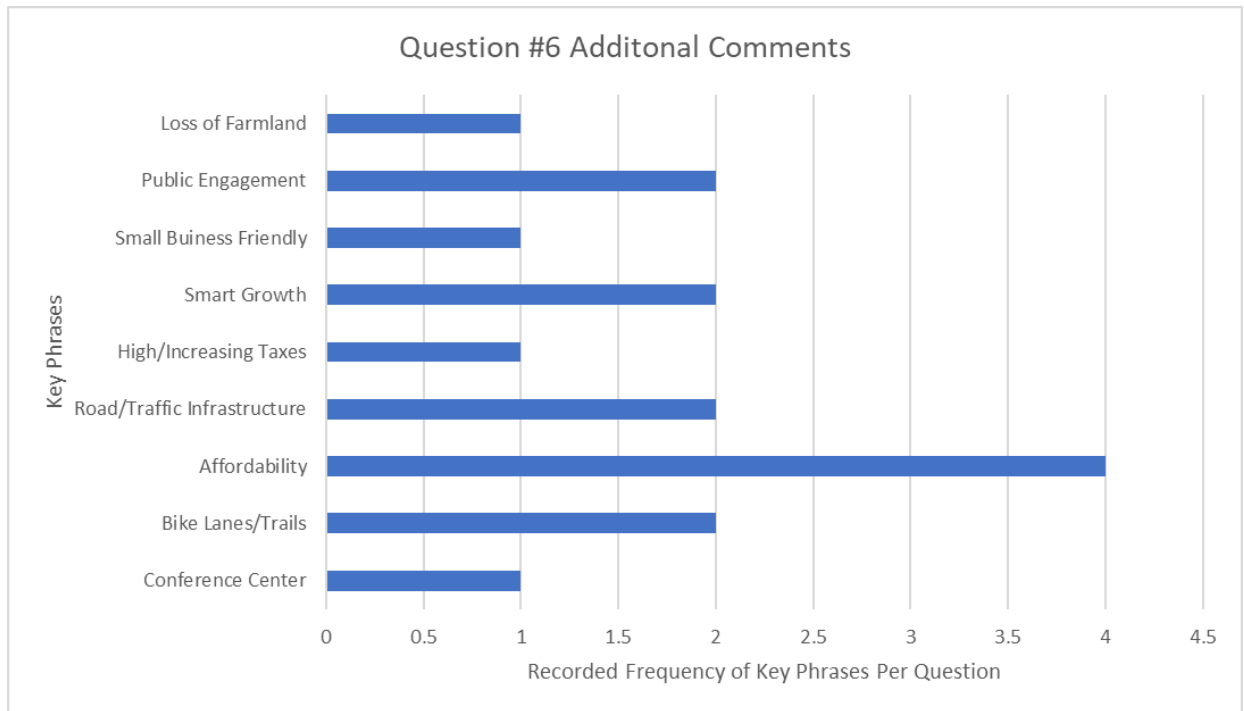
*"There are so many people in this area that want to help and be a part of the solution and broader Fort Collins Community, but there is a great sense of disengagement. I really appreciate this survey coming out and am very hopeful for the future of District 1."*

*"I think building new homes adding to the types of businesses in the area will help remedy the bad rap this area sometimes gets. I think the best way to help awaken this area is to encourage new, fun, and exciting businesses to come to the northeast part of town and build affordable housing to allow more people the opportunity to own a home in our city. More stuff to do, eat, drink, and see with an efficient traffic pattern within problematic areas are what we need!"*

*"Northern Fort Collins is an obvious choice for the city to expand with the infrastructure already in place. Making an investment in the existing communities will benefit the city for years to come. As someone who was drawn to Fort Collins with the promise of it being one of the best cities for biking in the country, I have found that to not be true if you live on the North side of the city. People are constantly moving to this area for the outdoor recreation and Fort Collins should further embrace that by providing safer options and more dedicated trails, not just bike lanes on busy roads."*

*"Farming north of Mulberry disappearing. Where will our food come from? Leave land for community farming. Rooftop Farming"*

The final question gave respondents an opportunity to leave any other thoughts that had not been included in the previous questions. Ensuring that community members are heard and understood is a vital part of the planning process, and respondents noted their appreciation for the opportunity to voice their opinions on the East Mulberry Area Plan. Some comments stated they would like to continue to see more collaboration and engagement options. Respondents also recapped the need for planning that creates affordability and diversity of the East Mulberry Area, which could lead the area to feel more appealing to future residents, consumers, and visitors.



# **Appendix A: Community Engagement Reports**

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## *Community Advisory Group*



# ADVISORY GROUP MEETING 1

## EAST MULBERRY PLAN

**Date:** October 18, 2021

**Location:** Zoom (virtual)

**Participants:** Shawna Van Zee (City of Fort Collins), Jeffery McClure, Dave Marvin, Wayne Hunter, Erika, Stan McGarvey, Carol Cochran, Brown Abrams, Cindy Freeman, Craig McKee, Jesse Eastman, Josie Plaut (IBE), Susan Hsin (IBE)

## MEETING MINTUES

Objective/Topic	Notes
<b>Introduction + Meeting Kick-off</b>	<p><i>Shawna welcomed everyone from the Advisory Panel and handed off facilitation to Josie. The group the introduced themselves.</i></p> <p><b>Introductions</b></p> <ul style="list-style-type: none"> <li>• Jeffrey McClure, co-owner of Fort Fun with wife Jan</li> <li>• Bill Demos, owner of Mountain Pet Supply, been in the area since 1986</li> <li>• Dave Marvin, residents of Boxelder Estates, been there 1990</li> <li>• Mike Brown, Western States Bank, bank has been here since 2004</li> <li>• Wayne Hunter, owners of Super Market Liquors, been the owner for the past 5 years</li> <li>• Erika, resident of Countryside Park, been here for almost 4 years</li> <li>• Stan McGarvey, owner of Charco Broiler Restaurant, 3 generations</li> <li>• Carol Cochran, owner of Horse and Dragon Brewery since 2014</li> <li>• Brown Abrams, previous owner of Fiberlock, since 1992, doesn't own it anymore but still owns land next to it</li> <li>• Cindy Freeman, resident of Countryside Park, lived in the area since 1994</li> <li>• Craig McKee, owner of water quality company, decorative concrete company, arts center, and distillery + brewery location too, been in Fort Collins since 2003</li> <li>• Jesse Eastman, owner of Fort Collins Nursery, been in business since 1932, been in this location since 1950, owner since 1976</li> </ul>
<b>Process Overview + Advisory Group Roles</b>	<p><i>Shawna shared overview of the East Mulberry Plan, including a map showing the plan area and the areas up for annexation</i></p> <ul style="list-style-type: none"> <li>• Distinguished boundaries of plan area and annexation areas</li> </ul>



- Defined *enclave* – an area that is completely encircled by a properties that are part of the city jurisdiction
- Agreement with the county that once an enclave forms, the City of Fort Collins will annex the enclave
- Plan Purpose - develop a vision for East Mulberry that will guide public and private investment in the future
- Existing plan from 2002 as a resource/reference
- Topics Under Consideration
  1. Look and feel of the area
  2. Types of uses and activities, desired improvements
  3. Stormwater, streets, sidewalks, infrastructures
  4. Health and Safety
- Reviewed overall plan development timeline (see Power Point)

#### **Community Engagement Goals**

- Engaging diverse group of stakeholders
- Utilizing equity and inclusion resources within the City
- Some engagement tailored to businesses/residents in East Mulberry
- Balance of local and broader community engagement
- Public Information Meetings → Public Listening Sessions → Community Advisory Group (current phase) & additional Public Meetings

#### **City Commitment to the community**

- We will clearly capture and share advisory group perspectives with the rest of the planning team → back and forth communication between planning team and advisory groups
- We recognize that we will not be able to integrate every idea in the plan due to the nature of disagreement and limited time, but the goal is to develop a plan that encompasses community needs and aspirations
- We encourage the participants to follow up with us if they have any further questions that go unanswered in this session

#### **Group Engagement Guidelines**

- Listen with an open mind and seeking to hear and understand all voices and perspectives
- Be respectful of others, even when you disagree
- Keep responses brief to make space for everyone to share and meeting continues to flow

Shawna extended the offer to the group to have reach out with any questions or set up private conversations as needed.

#### **City Plan Core Values**

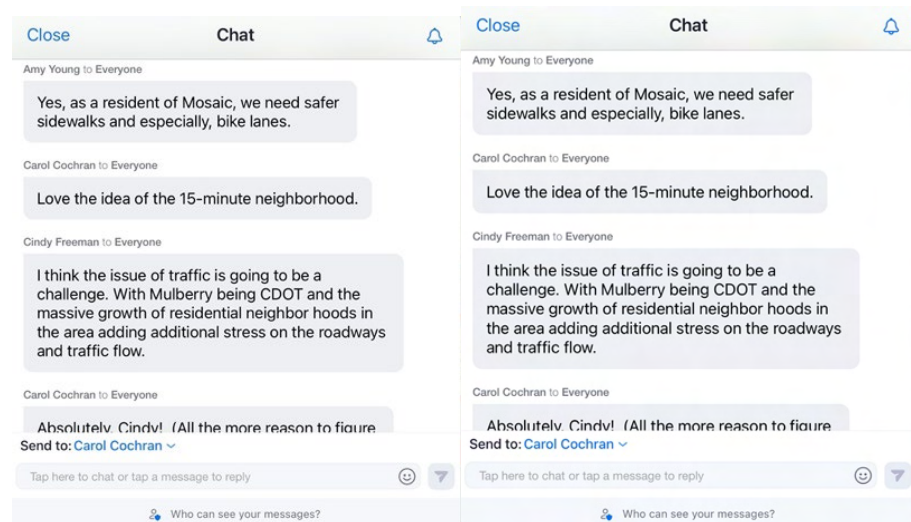
#### **Livability**

- Attainable housing and businesses → hoping to address the growing concern about how expensive it is to live and grow a business in Fort Collins

	<ul style="list-style-type: none"> <li>• Vibrant economy with good jobs</li> <li>• Safety and stability → provided by city services</li> </ul> <p><b>Community</b></p> <ul style="list-style-type: none"> <li>• Culture of open, honest, communication</li> <li>• Commitment to equity, diversity, and inclusion</li> <li>• Strong public and private social services</li> </ul> <p><b>Sustainability</b></p> <ul style="list-style-type: none"> <li>• Commitment to the Triple Bottom Line → social, environmental, economic</li> </ul>
<b>Vision &amp; Guiding Principles Activity</b>	<p><i>The advisory panel was invited to share their thoughts about the outlined vision and guiding principles and to provide more specific input about their ideas, opportunities, and concerns. In addition to conversation and the Zoom chat, a <a href="#">Miro collaboration board</a> was used as a means for further engagement.</i></p> <ul style="list-style-type: none"> <li>• Dave: there is a lot to absorb in a short amount of time in this space <ul style="list-style-type: none"> <li>○ Josie clarified that there is no rush to get all ideas down during this session and that it will be open afterwards</li> </ul> </li> <li>• Bill: what is the coordination between Fort Collins and CDOT to manage HWY 14? <ul style="list-style-type: none"> <li>○ Must be considered as the design is planned out because this byway will have a significant impact on local businesses in the area, for better or for worse</li> <li>○ Lots of industrial transportation</li> <li>○ Must consider the balance between industrial and residential traffic</li> <li>○ I-25 Interchange is a pinch point; residential traffic and truck traffic are conflicting</li> <li>○ Unloading trucks can cause a</li> </ul> </li> <li>• Mike: expressed his concern about how large area this is, and that there is currently only 1 description for the entire area; the total area needs to be broken up to be more comprehensible subareas <ul style="list-style-type: none"> <li>○ Josie: during the next meeting we will present proposed subareas and get the advisory panel's perspectives on how to create buffers and smooth transitions between the subareas</li> <li>○ Everything will eventually be address in one master plan so that the area does not become fragmented throughout the planning phase</li> </ul> </li> <li>• Mike: Maintain this area's industrial character - a place where people come to make noise and get dirty, and he does not want the city to apply the same standards to this area compared to the rest of the city <ul style="list-style-type: none"> <li>○ "We don't need the city to come in and plant flowers along all the sidewalks"</li> <li>○ The city has not yet annexed another area that is as developed as East Mulberry, so the fear is that the city will come in and overlay their standards and solutions not unique to this area</li> </ul> </li> <li>• Craig: He paid an impact fee for development/beautification on Timberline north of Mulberry and supports that kind of improvements</li> </ul>

- Carol: Just because the businesses are classified as commercial does not mean that these areas can all be addressed in the same way. For example
  - Difference between industrial and retail
  - Traffic requirements for these areas differ drastically
- Bill: If Fort Collins wants to maintain affordability, then must support the businesses and industrial properties in this area because these are what pays the bills for amenities and services
- Erika: Fort Collins promotes the “15 Minute Neighborhood”, how can they keep this up?
  - 15 Minute Neighborhood is idea that all the needs of residents (grocery stores, retail, work, schools) have should be bikeable or walkable in 15 minutes; hope to reduce commute time
  - Expressed appreciation for the businesses in this area, but she can see how this would be obstacle to developing this area into a 15 minute Neighborhood
- Dave: Summit View is a racetrack right now, but one of the most beautiful roadways in the city; this is where the residential areas pour out onto the road before diverging to other roadways
  - Boxelder Estates – the neighborhood appreciates the rural feel and doesn’t want new city standards to take that away
  - Maybe Summit View could be improved, to slow traffic and make the corridor more of a boulevard.
- Jeffrey: agrees with Dave that beautification of Summit View should be prioritized
- Jesse: how much influence does the City have over Highway 14 which is a state highway?

### Comments in the Chat



<b>1. Vision &amp; Aspirations</b>	<p>*comments from the Miro Board*</p> <ul style="list-style-type: none"> <li>• For the existing neighborhoods, incorporate the concept of the <i>15-minute neighborhood</i> - an existing guiding principle of Fort Collins development already</li> <li>• Don't overly design streets and impost too many requirements on industrial development</li> <li>• Continue to allow unique business use that was created out of necessity when Fort Collins was not interesting in our businesses being within city limits</li> <li>• Movement of cars, trucks, and people need careful consideration</li> <li>• Benefits to businesses in improving the look of Mulberry</li> <li>• Beautification of the Mulberry corridor</li> <li>• Building for today AND tomorrow - maintain industrial base</li> </ul>
<b>2. Map</b>	<ul style="list-style-type: none"> <li>• *comments from the Miro Board*</li> <li>• I-25 interchange is a pinch point where residential traffic and truck traffic often clash - must consider this in roadway design</li> <li>• Residents are coming down the frontage road, which is where some of the conflicts between trucks and cars exist</li> <li>• Mosaic needs safer sidewalks and bike lanes</li> <li>• Impact fee for development/beautification of Timberline x Mulberry</li> <li>• No need for flowers and medians - would take away from the industrial feel and function; consider what makes sense for curb and gutter</li> <li>• Summit View is currently a racetrack, but it's a really beautiful roadway - could be a parkway and an important part of the scenic byway</li> <li>• Boxelder Estates - maintain the rural feel; no curb and gutter is OK for many residents</li> <li>• Cooper Slew Open Space</li> </ul>
<b>3. Equity Lens</b>	<p>*comments from the Miro Board*</p> <p><i>No comments were made in this section</i></p>
<b>Next Steps</b>	<ul style="list-style-type: none"> <li>• The Miro board will stay open and editable through the end of the week. Additional comments are welcome.</li> <li>• We will NOT be meeting on November 1<sup>st</sup>, but will meet November 15<sup>th</sup> and will begin reviewing subareas.</li> <li>• We are hosing public meetings on October 27<sup>th</sup> and 28<sup>th</sup> – please invite friends, coworkers and other interested parties to participate.</li> </ul>





## ADVISORY GROUP MEETING 2

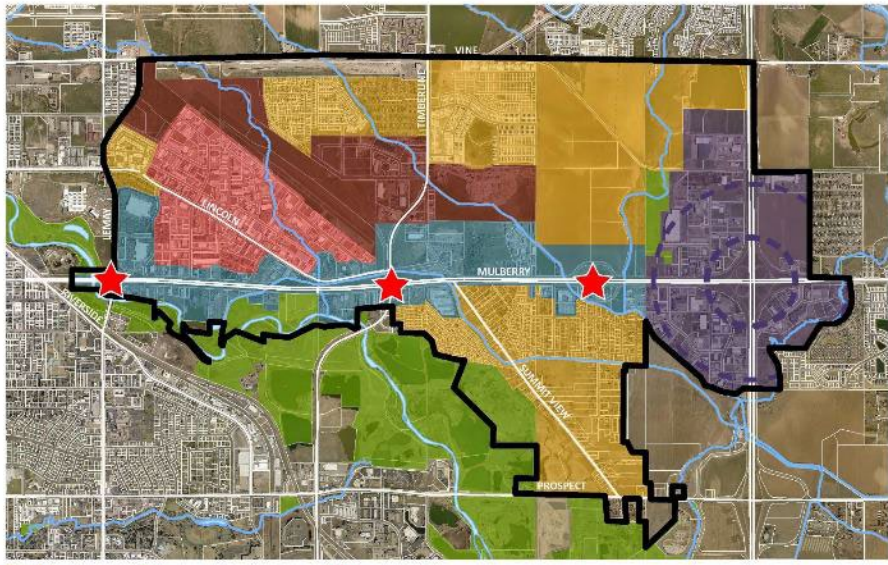
### East Mulberry Plan

<b>Date:</b>	November 15, 2021
<b>Location:</b>	Zoom (virtual)
<b>Participants:</b>	Sylvia Tatman-Buruss (City of Fort Collins), Shawna Van Zee (City of Fort Collins), Bill, Stan McGarvey, Patty, Craig, Carol Cochran, Cindy Freeman, Dave Marvin, Erika Jan & Jeffrey Jesse, M. Brown, Amy Young, Josie Plaut (IBE), Susan Hsin (IBE)

### FOR NEXT TIME

- Next meeting on December 13<sup>th</sup>
- Finish subarea questions (Future development and Residential Subareas)
- Priorities for improved main corridor improvements
  - Including pedestrian and bicycle connectivity
- Additional questions from internal City working groups
- Targeted outreach focused in subareas - advisory group members will be asked to help extend invitations

Objective/Topic	Notes
<b>Introduction + Meeting Kick-off</b>	<p><i>Sylvia welcomed everyone from the Advisory Panel and handed off facilitation to Josie. Sylvia noted that she will be available for any questions about the project and welcomed the opportunity to speak with any member individually.</i></p> <p><i>Overview of meeting agenda and focus on subareas, including the use of Mentimeter as a technology to help in the online format.</i></p>
<b>Vision and Equity Statement</b>	<p>Vision: Advancing citywide goals while honoring the uniqueness of the plan area.</p> <p>Equity Statement: Provide meaningful ongoing opportunities for engagement and help assure equitable outcomes, especially for those most impacted and those who are historically underrepresented.</p>
<b>Guiding Principles</b>	<ol style="list-style-type: none"> <li>1. Celebrate Uniqueness: Valuing the industrial area benefits. As this area is annexed into the City of Fort Collins, we want to figure out how to maintain its qualities that makes this area ideal for businesses and residences, such as affordability.</li> <li>2. Preserve Affordability &amp; Economic Health: Affordability is a quality of this area that is highly valued by residents and businesses of East Mulberry. As discussion for changes for this area are being had, we</li> </ol>

	<p>need to keep this value in mind in order to prevent unintended consequences and displacement of businesses and residents.</p> <ol style="list-style-type: none"> <li>3. Improve Livability – summarized by the idea of a “15-minute neighborhood” and improved mobility.</li> <li>4. Enhance Relationship with Nature: Preservation, mitigation, and improved connections to natural areas</li> </ol>
Subarea Introductions	 <p> <span style="display: inline-block; width: 10px; height: 10px; background-color: yellow; border: 1px solid black; margin-right: 5px;"></span> Residential         <span style="display: inline-block; width: 10px; height: 10px; background-color: green; border: 1px solid black; margin-left: 20px; margin-right: 5px;"></span> Natural Areas         <span style="display: inline-block; width: 10px; height: 10px; background-color: red; border: 1px solid black; margin-left: 20px; margin-right: 5px;"></span> Airpark         <span style="display: inline-block; width: 10px; height: 10px; background-color: brown; border: 1px solid black; margin-left: 20px; margin-right: 5px;"></span> Future Development         <span style="display: inline-block; width: 10px; height: 10px; background-color: blue; border: 1px solid black; margin-left: 20px; margin-right: 5px;"></span> Mulberry Frontage         <span style="display: inline-block; width: 10px; height: 10px; background-color: purple; border: 1px solid black; margin-left: 20px; margin-right: 5px;"></span> I-25 Gateway         <span style="display: inline-block; width: 0; height: 0; border-left: 5px solid transparent; border-right: 5px solid transparent; border-bottom: 10px solid red; margin-left: 20px; margin-right: 5px;"></span> Major Intersection / Activity Area         <span style="display: inline-block; width: 10px; height: 10px; background-color: lightblue; border: 1px solid black; margin-left: 20px; margin-right: 5px;"></span> Waterways, Drainages, Canals       </p> <ol style="list-style-type: none"> <li>1. North &amp; South Residential (in yellow)           <ul style="list-style-type: none"> <li>○ Mostly dedicated to residential.</li> </ul> </li> <li>2. Mulberry Corridor (in blue)           <ul style="list-style-type: none"> <li>○ Timberline and Lemay/Timberline and Mulberry intersections.</li> <li>○ Mostly commercial and retail uses along the road.</li> </ul> </li> <li>3. I-25 Area &amp; Gateway (in purple)           <ul style="list-style-type: none"> <li>○ Mostly commercial and industrial uses.</li> <li>○ Primary functions are interchange of commerce, agricultural related, exchange of supplies to neighboring states.</li> </ul> </li> <li>4. Industrial Park (in red)           <ul style="list-style-type: none"> <li>○ Industrial, retail, and commercial uses.</li> <li>○ Lots of service-related industries (automotive, landscape, construction, fabrication etc.).</li> </ul> </li> <li>5. Future Development (in brown)           <ul style="list-style-type: none"> <li>○ Currently an “in-between” zone with uses that are not as defined right now.</li> </ul> </li> <li>6. City Owned Natural Areas (in green)           <ul style="list-style-type: none"> <li>○ These areas will not be developed on, but the city will continue to maintain.</li> <li>○ Includes the Cooper Slough Drainage Area.</li> </ul> </li> </ol>

	<p><i>Advisory Group questions and Comments:</i></p> <ul style="list-style-type: none"> <li>○ What are the concentric circles in the I-25 gateway area? <i>Outlines the gateway area that the city is trying to define. The city has some ideas for improvement for the interchange area in the future but is inviting feedback from the Advisory Group and community because this is not a final map of the subareas.</i></li> <li>○ Who owns it and what are the plans for development to the Airpark Area?</li> </ul> <p><i>It is currently owned by [NEED NAME] and had been proposed as a technology center, but it was never developed. Greeley waterline runs through this area, so parts of the area cannot be developed. The city can control the zoning and plans for potential future uses but cannot control what happens on the private lands.</i></p>
<b>Mulberry Corridor</b>	<p><i>Introduction to subarea conversations and use of Mentimeter, an engagement tool used for polling. <b>Polling results and notes attached and/or available by separate PDF.</b></i></p> <p><i>Likely Future...</i></p> <ul style="list-style-type: none"> <li>○ Will remain commercial in nature.</li> <li>○ Improvements or changes of ownership for specific properties and possibility an assemblage of properties.</li> <li>○ Lemay area shopping centers – can expect little to no change because these are relatively new developments.</li> </ul> <p><i>Polling questions and conversation:</i></p> <ol style="list-style-type: none"> <li>1. How important is it to see aesthetic improvements in the median and street landscaping, signage, and screening (making storage/activities not visible to neighbors)?</li> </ol> <p><i>There was some confusion and discussion around the polling set up and especially around the signage question. Josie and Sylvia explained a bit about the Fort Collins signage code and that the City is currently open to feedback about how business signage should look in this area (i.e., how cohesive or different it is compared to other areas in the City).</i></p> <ul style="list-style-type: none"> <li>○ Would the area West of Lemay be able to achieve landscaping improvements like those implemented East of Lemay?</li> </ul> <p><i>The collaboration of CDOT and the City is something that we would like to see in hopes of creating something that is functional and meeting a higher aesthetic standard.</i></p> <ol style="list-style-type: none"> <li>2. Intersection improvements (function + aesthetics) on Lemay, Link Lane, Timberline, Summit View, Greenfield?</li> </ol> <ul style="list-style-type: none"> <li>○ Even though Lincoln is not directly intersecting with Mulberry, the intersection between Lincoln and Timberline is a “nightmare” and needs to be addressed because it directly impacts the traffic that</li> </ul>

	<p>flows onto Mulberry. Carol makes a trip to this intersection every day and it is “terrible”</p> <ul style="list-style-type: none"> <li>○ Are these questions directed specifically towards cars? Or should the discussion include pedestrians and cyclists?</li> </ul> <p><i>For now, this question is about vehicles. We will explore bicycle and pedestrian connectivity in the next meeting.</i></p> <p>3. How important are the AESTHETIC improvements to you at these key intersections on the Mulberry corridor?</p> <ul style="list-style-type: none"> <li>○ How do we strike a balance between function and aesthetic when making changes for the future? Feels like at no point should aesthetic be prioritized over functionality and clarity.</li> </ul> <p>4. What future uses are you open to seeing along the Mulberry Corridor?</p> <p><i>Sylvia explained the distinction between industrial uses, commercial, and mixed-use (service industries that don’t necessarily have a store-front, but a facility is necessary for the business operations, commercial uses are more related to retail and sales)</i></p> <p>5. Are there any types of businesses that you would most like to see added to the Mulberry Corridor?</p> <p>6. Are there any types of businesses or uses that you DON’T want to see on the Mulberry Corridor?</p> <p>Additional Question for Future Discussions</p> <p>Frontage road improvements?</p> <ul style="list-style-type: none"> <li>○ Several members stated concerns about the function of the frontage roads including safety concerns when turning onto West Bound Mulberry, no meaningful directional traffic signs in place, no guard rail in place, and many accidents that end up in or near businesses including Fort Collins Nursery.</li> </ul>
<b>I-25 Gateway</b>	<p>Likely Future...</p> <ul style="list-style-type: none"> <li>○ Regional commercial and ag support businesses.</li> <li>○ Planned I-25 and Mulberry interchange improvements.</li> <li>○ Future proposals for additional commercial and industrial uses.</li> </ul> <p>Polling Questions</p> <p>1. How important are the following improvements to you at the I-25 interchange and Mulberry?</p> <p>2. How important are these improvement in other parts of the I-25 subarea?</p> <p>3. What future uses (commercial vs. industrial) are you open to seeing in the I-25 sub area?</p>



	<ol style="list-style-type: none"> <li>4. What traffic &amp; connectivity improvements are important to you in the I-25 subarea?</li> <li>5. Are there any types of businesses that you most like to added to the I-25 subarea?</li> <li>6. Are there any types of businesses or uses that you DON'T want to see in the I-25 subarea?</li> </ol>
<b>Industrial Park</b>	<p>Likely Future...</p> <ul style="list-style-type: none"> <li>○ Industrial character and uses to remain.</li> <li>○ An area of interest for new uses and businesses.</li> <li>○ Individual properties to change ownership and use.</li> </ul> <p>Polling Questions</p> <ol style="list-style-type: none"> <li>1. How important is it to see improvements to landscaping, improved intersections, signage, and screening?</li> <li>2. What traffic and connectivity improvements are important to you?</li> <li>3. How open are you to new industrial uses?</li> <li>4. Are there businesses types you want to see?</li> <li>5. Are there business types you don't want to see?</li> </ol>
<b>Conclusion and Next Steps</b>	<p><i>Josie provided a brief overview of next steps and plan for next meeting on December 13th (action items are highlighted in the first section of notes).</i></p> <p><i>Sylvia thanked everyone for their time and extended the invitation to reach out with any questions that might come up in between this meeting and the next, and if anyone wants to meet one-on-one to discuss something more in-depth.</i></p>

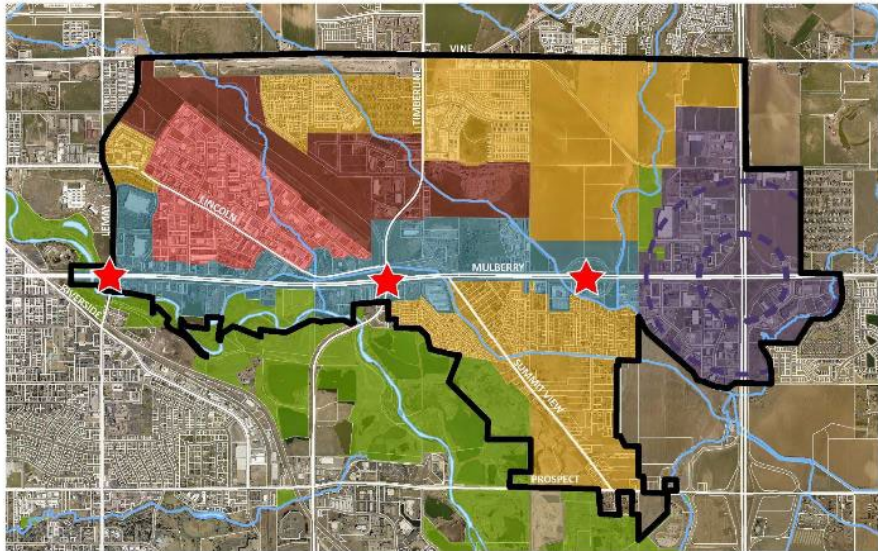


## EAST MULBERRY ADVISORY GROUP MEETING 3

<b>Date:</b>	December 13, 2021
<b>Location:</b>	Zoom (virtual)
<b>Participants:</b>	Sylvia Tatman-Buruss (City of Fort Collins), Brown Abrams, Craig McKee, Stan McGarvey, Dave Marvin, Amy Young, Erika, Carol Cochran, Cindy Freeman, Josie Plaut (IBE), Susan Hsin (IBE)

## ACTION ITEMS

- Next Advisory Group Meeting will be in February 2022, exact date and time TBD.
- Sylvia to gather more information from the city's utilities team about the possibility of increased rates in response to Cindy's question about costs associated with changing electrical meters.
- Follow up with Advisory Group members that offered to help with community outreach and provide them with the necessary materials & information – Stan will reach out to business owners in his network, Carol will reach out to her neighboring businesses, Amy will reach out to Mosaic Neighborhood Facebook group chat.

Objective/Topic	Notes
<b>Introduction + Meeting Kick-off</b>	<p><i>Josie welcomed the group and briefly explained the meeting agenda and reviewed previous meeting discussion including the subarea map.</i></p> 

<p><b>Future Development Area</b></p>	<p>Continuing the format from the previous meeting, the group discussed options for the future development subarea.</p> <p>Overview &amp; Questions</p> <ul style="list-style-type: none"> <li>• This is the subarea with most opportunity for change within the next 5-15 years.</li> <li>• Carol – is this area privately owned or can the city put in specific recommendations for this area?</li> </ul> <p><i>Sylvia - What can and cannot happen in any given area is primarily determined by zoning, which is yet to be determined for this subarea. The city is currently exploring ideas with input from the community, including this group. Zoning and private party investment will be the two most influential factors about what happens here. The City can only do so much to determine what happens on private land. In addition to zoning, the City has a limited number of addtional ways that they can help incentivize the development of projects that meet community goals and needs.</i></p> <ul style="list-style-type: none"> <li>• Amy – if a current private property goes up for sale, does that provide the city an opportunity to rezone that area?</li> </ul> <p><i>Yes, but this is a complex process and there are a lot of standards and guidance that help shape what is possible. The City does not usually do spot zoning, and rezones typically involve a significant amount of land. The Subarea identified as “Future Development” is currently being discussed because there is more of a chance that this area could be rezoned. There is room for community input for what this area will entail in the future.</i></p> <ul style="list-style-type: none"> <li>• Cindy – if the zoning changes in 5-10 years you are affecting how they can sell their existing business. Most businesses there were established prior to the residential built up around it.</li> </ul> <p><i>Sylvia – For the most part, upon annexation the City would apply very similar zoning to what properties are currently zoned in the county.</i></p> <p><i>Josie invited the group to join this session’s Mentimeter engagement tool. <b>Polling results and notes attached and/or available by separate PDF.</b></i></p> <p><a href="https://www.menti.com/i1vxpojzad">https://www.menti.com/i1vxpojzad</a></p> <p><i>Questions for the Group:</i></p> <p>What kinds of uses might you like to see?</p> <p>Options included the following, which have been ordered from highest to lowest rank. The expressed desired future uses were highly variable across the group with every answer having participants who were strongly opposed or strongly in favor of each idea. There were no clear winners or losers.</p> <ul style="list-style-type: none"> <li>○ Basic services (restaurants, grocery, banking, etc.)</li> </ul>
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	<ul style="list-style-type: none"> <li>○ Arts / creative spaces</li> <li>○ Commercial / retail</li> <li>○ Pharma / tech</li> <li>○ Additional Industrial</li> <li>○ Mixed use (residential and commercial)</li> <li>○ Attractions / entertainment</li> </ul> <p>What do you think would add the greatest value to the area? To the Fort Collins community at large?</p> <ul style="list-style-type: none"> <li>● Several comments mentioned the need for improved connectivity, especially for active modes of transportation, and the desire for more parks and basic services.</li> <li>● Some mentioned arts and entertainment.</li> <li>● Some expressed concern that the area might become increasingly residential over time and push out businesses and industry.</li> </ul> <p>Any additional thoughts &amp; ideas for what add the greatest value here? To Fort Collins at large?</p> <ul style="list-style-type: none"> <li>● Input from the advisory group were captured in the Mentimeter poll, but there were strong opinions about implementing safe and integrated trails for bikes and pedestrians.</li> </ul>
<b>North &amp; South Residential</b>	<p>Likely future...</p> <ul style="list-style-type: none"> <li>● Existing residential will largely be unchanged.</li> <li>● Additional new residential is underway and is more likely.</li> <li>● New residential will conform to current City standards.</li> </ul> <p>Participants were asked to rank the following improvements in of priority (most desired first). The results in order of priority were as follows:</p> <ol style="list-style-type: none"> <li>1. Bike &amp; Pedestrian Infrastructure</li> <li>2. Improved Trail Connectivity</li> <li>3. Broadband</li> <li>4. Undergrounding utilities</li> <li>5. Stormwater and flooding infrastructure</li> <li>6. Fix potholes</li> </ol> <ul style="list-style-type: none"> <li>● Cindy – How much will the cost be for changing out electrical meters?</li> </ul> <p><i>Sylvia will check on the answer to this question with her colleagues in utilities. There will most likely be a slight change to the utilities with meter changes, but these changes will look different for different groups depending on their area and energy usage.</i></p>



	<ul style="list-style-type: none"> <li>• Craig – There seems to be a need for connectivity from all these residential zones to adjacent areas.</li> <li>• Erika – There is currently only one place to catch the bus from where we live, and it is not the most comfortable for pedestrians to get there. Hopes to see that students and residents in the area can have more access to these public transit stations to transport themselves to other resources in Fort Collins.</li> </ul>
<b>Corridor Improvements</b>	<p>The Advisory Group was introduced to potential design concepts for each of five roads:</p> <ol style="list-style-type: none"> <li>1. Lincoln Ave.</li> <li>2. Link Lane</li> <li>3. Summit View</li> <li>4. Racquette Dr.</li> <li>5. Mulberry St. / HWY14</li> </ol> <p>Overall Discussion</p> <ul style="list-style-type: none"> <li>• Carol – Has a co-worker that is an avid biker, yet he is still scared to bike a mile to work because he has to get onto Timberline, where there is lack of bike infrastructure separate from the busy main road.</li> <li>• Dave – Intersection between Timberline and Lincoln is horrid.</li> <li>• Cindy – Does not feel safe biking to work even though she lives close.</li> <li>• Amy – Reinforced the idea that she would love to bike to work, but she does not feel safe doing so and feels worried for her son, who loves to bike, every time he goes out for a ride.</li> <li>• Dave – Recognizes that this is a long-term project but emphasized that this issue needs to be resolved with urgency.</li> <li>• Erika – Must sit at the Mulberry and Timberline intersection for at least 4 cycles every morning when she enters Old Town for work.</li> </ul>
<b>Proposed Solutions for Corridors</b>	<p><b>Lincoln Avenue</b></p> <p>Possible Direction</p> <ul style="list-style-type: none"> <li>• Capital Project (paid for by public funds)</li> <li>• Currently a portion of Lincoln has no shoulder, sidewalk, or protected bike lane.</li> <li>• Option to extend pedestrian and bicycle pathways like the segment of Lincoln that has already been upgraded, and to improve median landscaping and stormwater infrastructure.</li> </ul> <p>Discussion</p> <ul style="list-style-type: none"> <li>• Carol – Appreciates the image shown of the stormwater ditch that runs alongside Lincoln East of Lemay. There is extensive potential there to make improvements. The bird life there is amazing, although there is a lot of trash.</li> </ul>

	<ul style="list-style-type: none"> <li>Generally, the group was favorable to this improvement as described.</li> </ul> <p><b>Link Lane</b></p> <p>Possible Direction</p> <ul style="list-style-type: none"> <li>Mix of private and public funds.</li> <li>Improve pedestrian and bicycle pathways.</li> <li>Improve entry and exit options – make curbs possible.</li> <li>Would need to work with local business owners to encourage defined entrances/exits as possible.</li> </ul> <p>Discussion</p> <ul style="list-style-type: none"> <li>Carol – Feeling conflicted because her own property (Horse &amp; Dragon) had to undergo this rezoning process, but she does feel like it was worth it because it made customers more comfortable. Would love to see this enforced for her next-door neighbors.</li> <li>Generally, the group was favorable to improvements as described.</li> </ul> <p>Josie – it may be helpful to consider the idea of “front-of-house” and “back-of-house” regarding the corridors. The larger corridors can be considered front-of-house and might like a higher-grade finish, but the back-of-house areas may not need the same level of aesthetic care.</p> <p><b>Summit View</b></p> <p>Possible Direction</p> <ul style="list-style-type: none"> <li>Capital project paid for by public funds.</li> <li>Extend pedestrian and bicycle pathways by adding protected bike and pedestrian infrastructure on one of road (similar to Vine Dr.)</li> </ul> <p>Discussion</p> <ul style="list-style-type: none"> <li>Dave – Must consider the character of what is existing in the area in the planning process. Although he appreciates what has been done on West Lincoln, he feels like the sense of authentic character could be taken away if we did this for Summit View. There is something unique about Summit View that needs to be preserved.</li> <li>Erika – Echoes Dave’s comments that Summit View provides a great view in her morning commute and hopes that the open spaces and character can be preserved with the changes to the roadway in the future. Hopes to keep the beauty of the natural area in a safer way rather than the new “manicured” landscape.</li> <li>Craig – Implementing some curves and meandering pathways that complement the beautiful natural views can help to reduce the speed of drivers in this area in a more natural way. Maybe we could try something besides the typical wide and straight roadway.</li> </ul>
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	<ul style="list-style-type: none"> <li>• Erika – Is there a more aesthetically pleasing way to make the protected bike and pedestrian lane instead of the concrete bollards and concrete protective curbs?</li> <li>• Carol – Would like to see comprehensive improvements for pedestrian &amp; bicycle safety – not just on Summit View but need improvements on Timberline/Mulberry and/or Lincoln and also on Prospect from I-25 to Riverside to make complete routes.</li> </ul> <p><u>Racquette Dr.</u></p> <ul style="list-style-type: none"> <li>• Likely to experience little change.</li> <li>• Likely a light touch on safer bike and pedestrian movement.</li> <li>• Looking at possible piecemeal improvements for one side of the street adding a sidewalk and some street treats/landscaping.</li> <li>• The stormwater department will evaluate further infrastructure needs and budget through Dry Creek Master planning.</li> </ul>
<b>Mulberry Street/HWY14</b>	<p>Mulberry corridor needs a significant dedicated planning effort.</p> <ul style="list-style-type: none"> <li>• This corridor deserves its own thorough planning process due to its sheer scale, and it involves cooperation with CDOT.</li> <li>• Needs functional improvements on the frontage roads, key intersections, and bicycle and pedestrian infrastructure.</li> <li>• Many opportunities for aesthetic improvements on medians and other street trees and landscaping.</li> </ul>
<b>Engagement Strategy</b>	<p>The City needs help from the advisory group to invite additional input from community members throughout the plan area. The area generally has less formal social infrastructure hopes the advisory group members can help drive participation in subarea workshops next year.</p> <p><i>Josie asked the group:</i></p> <ul style="list-style-type: none"> <li>• How might we best engage people from different areas?</li> <li>• Who are 10 folks you know who should be involved in some way?</li> <li>• Thinking of the folks you know, how should the city proceed with gathering input (online surveys, in-person group conversations, online group conversations, etc.)?</li> <li>• Are you willing to extend a personal invitation to people you know?</li> </ul> <p>Discussion</p> <ul style="list-style-type: none"> <li>• Amy – There is a Facebook group for the Mosaic Neighborhood that is relatively active, and she can make a post to get more folks engaged.</li> <li>• Craig - Having a survey that is accessible at different businesses might be helpful. Leaving a QR code for the convenience of survey participants might be impactful.</li> </ul>

	<ul style="list-style-type: none"> <li>• Dave – Must identify what kind of information the city is trying to capture from the public, quantitative or qualitative. It might not be worth it to do the “deep-dive” on a survey because the quality of information might not be worth the effort for outreach in this format.</li> <li>• Carol – There is value in allowing people to feel like they are being heard. Surprised that there has been minimal participation from the community because there are many people who have expressed strong opinions in the past yet are still not finding their way to these important conversations.</li> <li>• Josie – Suggested an idea to host subarea meetings/focus groups where the public interest can be more geared towards specific interests. There is still a barrier for community engagement since these meetings must be hosted online.</li> <li>• Carol – Happy to contact business folks she knows in the area for a meeting at Horse &amp; Dragon or online.</li> </ul>
<b>Conclusion and Next Steps</b>	<p><i>Josie concluded the meeting with closing remarks and asked the group for any final thoughts.</i></p> <ul style="list-style-type: none"> <li>• Dave - Suggested gathering statistically significant data from the community, understanding doing so can be very difficult to achieve. So suggested bringing in the university or another 3<sup>rd</sup> party organization to help with the survey questions.</li> </ul> <p><i>Next meeting for the advisory group will be held in February. Josie encouraged advisory group members to extend this conversation to others and help invite more people to the subarea workshops.</i></p>





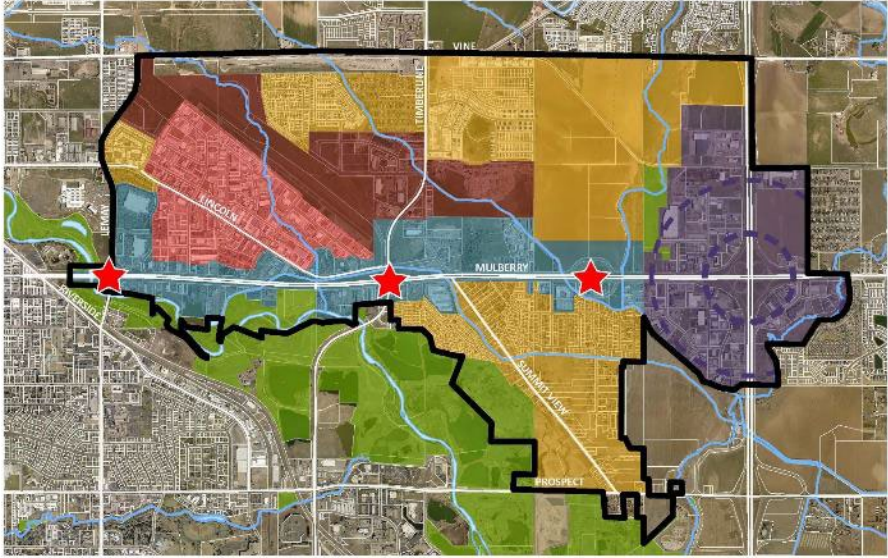
## EAST MULBERRY ADVISORY GROUP MEETING 4

<b>Date:</b>	February 7, 2022
<b>Location:</b>	Zoom (virtual)
<b>Participants:</b>	Sylvia Tatman-Buruss (City of Fort Collins), Tayla Copeland (City of Fort Collins), Shawna Van Zee (City of Fort Collins), Craig McKee, Erika, Cindy Freeman, Jesse Eastman, Josie Plaut (IBE), Susan Hsin (IBE)

## ACTION ITEMS

- Refine and specify the language used in list of goals to make sure that the information presented resonates with the community and the Council.
- If using Mentimeter results for council, adjust the scale of the graphic results to avoid confusion.
- Send out the draft plan for participants that are interested in staying involved, and maybe planning a meeting with the City to go over the plan to gain common understanding.
- Possibly finding a new meeting time during the day that would work better for most.

Objective/Topic	Notes
<b>Introductory Remarks + Meeting Kick-off</b>	<i>Josie welcomed the group and briefly explained the meeting agenda.</i>
<b>Community Workshops Update</b>	<p>Resident Workshops</p> <ul style="list-style-type: none"> <li>• Two Resident workshops have happened so far, one in English and one in Spanish.</li> <li>• 12-14 people attended each workshop, which is a successful turnout in the City and IBE's experience.</li> </ul> <p><i>Josie shared the results from the workshops (both Spanish and English) with the Advisory Board.</i></p> <ul style="list-style-type: none"> <li>• Results identified shared and mixed priorities from each group.</li> <li>• Spanish-speaking group prioritized improvements to the Lemay/Mulberry intersections, while the English-speaking group prioritized the Summit View/Mulberry intersection.</li> <li>• Residents are generally more oriented towards improving civic infrastructure compared to the industry sector. Once the business workshops happen, results will be analyzed and compared.</li> <li>• Distinctions between Spanish-speaking community and English-speaking community for connectivity to certain destinations. Access to Vine Drive is a priority for Spanish-speaking community where as the English-speaking community prioritized Downtown.</li> </ul>

	<ul style="list-style-type: none"> <li>Spanish-speaking community was less interested in additions to industrial, business, retail, and basic services than the English-speaking community. They were also less inclined for large scale changes overall.</li> <li>The causal drivers of these differences should be explored further.</li> <li>Interest from both groups for more natural areas + parks, restaurants, arts &amp; creative spaces, community &amp; recreation facilities, and attractions.</li> <li>Emphasis on mobility and making larger improvements to natural areas are consistent themes that emerged.</li> <li>The only demographic information we asked for in the meetings was the relationship to the area. This is also true for the questionnaire that is available on the City of Fort Collins' website. Without a clear use for the demographic information, the team decided to not ask more questions on demographics. Our focused on the interaction and perspectives gained from the meetings.</li> </ul>
<b>Key Issues &amp; Strategies of Subareas</b>	<p><i>Josie provided a brief review of the different subareas in conversation for the East Mulberry Plan. We will be looking for confirmation and questions from the Advisory Board during this section.</i></p>  <p><b>Safety</b></p> <ul style="list-style-type: none"> <li>I-25 and East Mulberry consistently noted as an area where the success of businesses is partially disrupted by safety issues not adequately addressed by current law enforcement efforts. Businesses in this area actively requested to be annexed to help mitigate crime.</li> </ul>

	<p>Aesthetics &amp; Transportation</p> <ul style="list-style-type: none"> <li>• Aesthetic improvements along the E. Mulberry Frontage Road.</li> <li>• The highway is currently dangerous to access by all modes of transportation.</li> <li>• Many intersections are currently unsafe for pedestrians and cyclists.</li> </ul> <p>Stormwater Improvements</p> <ul style="list-style-type: none"> <li>• The service-area/industrial park southwest of the old airport and directly east of Home Depot and Walmart is affected by poor stormwater infrastructure and flooding.</li> </ul> <p>Affordable Housing and Transit</p> <ul style="list-style-type: none"> <li>• Mechanisms for affordable housing preservation are an option in the plan area neighborhoods.</li> <li>• Investments in transportation improvements can be planned for Summit View. A bike and pedestrian lane on one side of Summit View has been in discussion to improve safety for bikers and pedestrians.</li> <li>• There are opportunities for enhancing bicycle and pedestrian connectivity for key corridors.</li> </ul>
<b>Plan Structure</b>	<p><i>The following framework and information will be presented to Council. This is a chance to make sure that this is accurately representing the work and ideas that have come from the Advisory Board before the presentation to Council. Josie reminded the group of the reasoning behind why we are doing all of this in the first place.</i></p> <ul style="list-style-type: none"> <li>• Commitment was made through an intergovernmental agreement between the County and the City.</li> <li>• The city is the urban service provider capable of providing more services than the county.</li> <li>• This area has urban needs that are not being met (police services, stormwater mitigation, etc.).</li> <li>• Disparities exist in access to amenities that will likely increase as time goes on.</li> </ul> <p><u>Goals for the East Mulberry Plan</u></p> <ul style="list-style-type: none"> <li>• Dedicated and flexible space for industry.</li> <li>• Safe and functional stormwater and transportation infrastructure.</li> <li>• Integrate and connect to community amenities &amp; services.</li> <li>• Celebrate and enhance historic and natural features.</li> <li>• Explore phases of annexation.</li> </ul>

	<p><i>The advisory board members expressed some concern that the language in the goals was missing key ideas. (See discussion for more detail). An overview of each goal area and strategies was presented to the group.</i></p> <p><u>Dedicated and Flexible Space for Industry</u></p> <ul style="list-style-type: none"> <li>• Make space for additional innovation and entrepreneurship in commercial and industrial uses.</li> <li>• Allow for context-specific and customized solutions related to in-fill development, business expansions, and remodels.</li> </ul> <p><u>Safe and Functional Stormwater &amp; Transportation Infrastructure</u></p> <ul style="list-style-type: none"> <li>• Collaborate with CDOT, adjacent business-owners and other community stakeholders on the re-design of East Mulberry Street (not the corridor as a whole) including multi-model transportation.</li> <li>• Improve accessibility to greater Fort Collins community and enhance safe travel and accessibility for all modes of transportation.</li> <li>• Improve stormwater infrastructure through capital improvements and context-specific mitigation strategies, especially in the industrial area.</li> <li>• Explore potential funding mechanisms for addressing substandard and missing infrastructure.</li> </ul> <p><u>Integrate and Connect to Community Amenities &amp; Services</u></p> <ul style="list-style-type: none"> <li>• Increase safety through Fort Collins Police Service patrols and community policing efforts.</li> <li>• Explore ways to maintain housing affordability and existing character of residential neighborhoods.</li> <li>• A big challenge for the city, to deliver amenities improvements without disrupting the affordability of living in this area. This reality of these challenges is present in ongoing discussions, and planners are currently trying to arrive at a balanced solution.</li> </ul> <p><u>Protect and Promote Historic and Natural Features</u></p> <ul style="list-style-type: none"> <li>• Protect existing natural habitats and features (including the Poudre River, Dry Creek, Cooper Slough, and Boxelder Creek) through thoughtful and appropriate development. Making this area more productive and enjoyable from both an ecological and recreational standpoint.</li> <li>• Identity new areas for parks and natural areas.</li> <li>• Increase access to existing parks and natural areas.</li> <li>• Increase the urban tree canopy throughout the corridor.</li> </ul> <p><i>Josie took a pause in her presentation to ask the group if they think this information hits the mark.</i></p>
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	<p><u>Comments from the Group</u></p> <ul style="list-style-type: none"> <li>Should aesthetic improvements and beatification be included more explicitly on this list of goals based on our discussions? Mulberry corridor being a gateway area into Fort Collins makes it high priority for aesthetic improvements and good first impressions. Sylvia's Response – Much of these beautification initiatives will occur as a byproduct of some infrastructural re-development. The goal to enhance the historic and natural features is also related to aesthetic improvements.</li> <li>Will the character of the residential neighborhoods and the smaller homes in the area be preserved, or forced to change because other investors are supporting the change? What about other ways to address affordability, character, and improvements? Sylvia's Response – The plan is going to outline context-specific strategies for different areas. These will be proportional to the project that is happening (ex: travel corridor specific, building specific). Residential building permits are usually separate from commercial development. There are some strategies in place, such as land-use code, that will serve as guidelines for how these areas will change. Some of it can be controlled by the city, but some of it is unpredictable and out of the City's control.</li> <li>Regarding language in the overarching goals: <ul style="list-style-type: none"> <li>Some of our key discussion points that don't seem to have as much emphasis in written form compared to what we have heard consistently in our discussions.</li> <li>The titles seem vast and vague, which can leave a lot of room for interpretation. Motives can be a little unclear with the current format.</li> <li>Some goals do not seem to be reflected in the goal statements, and some terms can be clarified to avoid confusion.</li> </ul> </li> <li>Which improvements are considered a necessity and what will be the priorities for the City? For example, how do we define what an amenity is, and which ones should be prioritized? This is currently unclear due to a lack of hierarchy and refinement. Sylvia's Response - The City is aware of the many issues that could be addressed, but resources are limited, especially with for expensive capital improvement projects. The City doesn't want to over overcommit to promises that don't have realistic funding sources.</li> <li>Where would the priorities lie? Sylvia &amp; Josie's Response - The planners are still in the process of determining the highest priority needs and allocating capital budgets. Priorities have not been finalized, but there has been progress. Progress with the capital projects is happening</li> </ul>
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	concurrently as we are having discussions about how to move initiatives along.
<b>Next Steps &amp; Closing Remarks</b>	<p><u>Phases Annexation</u></p> <ul style="list-style-type: none"> <li>Careful and strategic analysis of pros and cons related to annexation.</li> <li>Phasing may allow for greater integration and implementation of plan goals.</li> </ul> <p><i>Sylvia clarified that the City Council has final say in how annexation happen. This is an area of Fort Collins that is part of the community, but not currently served by the City. There is a clear need for providing services and amenities for this area to be brought in. The City planning group is drafting a phased annexation plan and will share that back with the community, including this group, for feedback.</i></p> <p><u>Business Community Workshops</u></p> <ul style="list-style-type: none"> <li>Tuesday, Feb. 8 12-1:30PM and Wednesday, Feb. 9 6-7:30pm.</li> <li>Currently 20 participants registered.</li> <li>Josie encouraged everyone to continue sharing events to help drive participation.</li> </ul> <p><u>Upcoming Council Work Sessions</u></p> <ul style="list-style-type: none"> <li>March 8<sup>th</sup> – Review the plan framework (what was reviewed today)</li> <li>April 13<sup>th</sup> – Joint Council and county meeting</li> <li>April 26<sup>th</sup> - Draft plan for Council to review</li> <li>Annexation Phasing – tentative for April or May</li> <li>City Council Adoption Hearing – May or June</li> </ul> <p><i>Josie clarified that the Council workshops are not interactive with the community participants, but meetings will be streamed live and recorded for those who wants to see how City Council is thinking.</i></p> <p><i>The group expressed interest in having two more meetings to review the draft plan and the annexation plan. They also expressed interest in a daytime (noon?) meeting instead of evening, which is difficult for family commitments.</i></p> <p><i>Josie and Sylvia thanked the group for their generous participation and time engaging in this process.</i></p>



## EAST MULBERRY ADVISORY GROUP: ANNEXATION LENSES & PHASING

<b>Date:</b>	April 1, 2022
<b>Location:</b>	Zoom (virtual)
<b>Participants:</b>	Sylvia Tatman-Burruss (City of Fort Collins), Shawna Van Zee (City of Fort Collins), Mike Brown, Amy Young, Erika, Josie Plaut (IBE), Susan Hsin (IBE)

## ACTION ITEMS

- Share recording of this meeting with other Advisory Group members.
- Share [recording of Council's most recent meeting](#) to Advisory Group members.
- Joint City Council and County Commissioners meeting on April 13<sup>th</sup>
- City Council work session focused on annexation April 26<sup>th</sup>
- Complete draft of East Mulberry Plan – City will reach out in the coming months.
- Notify Advisory Group when the Council's vote will take place in an updated newsletter.

## KEY TAKAWAYS & PERSPECTIVES

- Support for annexation in hopes of eventually benefitting from increased resources and attention toward transportation, policing, stormwater, and other topics
- Concerns and surprise that annexation was in question and group member expressed concerns about perceived lack of leadership, follow through, and potentially damaging optics if the City chooses to back down from annexation.
- Desire for greater connectivity, continuity, and safety for different modes of transportation.
- Preference to start with Mulberry Corridor and the I-25 Gateway.

## KEY MESSAGES FROM ADVISORY GROUP MEMBERS

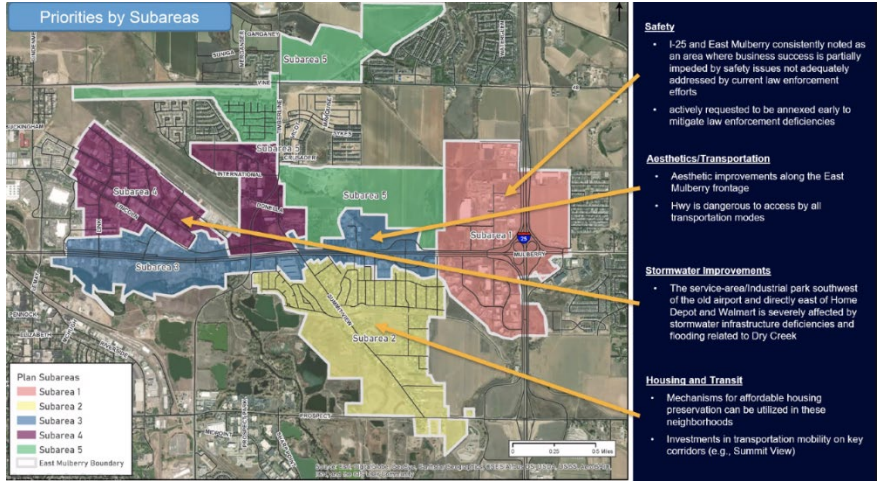
- The financial implications and concerns should not get in the way for the betterment of the community.
- It is short-term thinking to hesitate making improvements to this area. Feels like a short-sighted perspective to think that investing in this area won't be worth it. I would like to see the council be more optimistic in this effort.
- It would be challenging to employ a phased approach for the improvements. It seems like the area should either be annexed or not annexed. If we don't annex, then the City does not need to worry about having a plan and can stop spending so many hours and resources to wait on decisions.
- Lack of vision by the City. Does the City want a cohesive feel on this side of town? At this point it does not seem like they are convinced it is worth investing in East Mulberry.

Objective/Topic	Notes
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<b>Introductory Remarks + Meeting Kick-off</b>	<p><i>Brief overview of the agenda and conversation about the focus on the difference between the Annexation Plan and the East Mulberry Plan.</i></p> <p><i>The meeting was recorded via Zoom.</i></p>
<b>Community Workshops Update</b>	<ul style="list-style-type: none"> <li>• Council asked staff to focus more on annexation phasing and options</li> <li>• The East Mulberry Plan, while related, is on hold for a couple months.</li> <li>• Council work session on April 26<sup>th</sup> will hopefully provide guidance for how to move forward.</li> <li>• The East Mulberry Plan can and does exist without annexation, but annexation would provide greater accountability and resources focused on implementation.</li> <li>• Annexation is part of the longstanding agreements between the City and the County, though it is not a given. Staff and consultants are working to develop information and context to help inform council's decision-making process</li> </ul>
<b>Annexation Overview</b>	<p><i>Difference between Annexation Plan and East Mulberry Plan</i></p> <p><u>Annexation Plan</u></p> <ul style="list-style-type: none"> <li>• There is an intergovernmental agreement that defines when an area becomes an enclave, it will be annexed into the City and the City will become the service provider in the area for policing, zoning, building codes, stormwater infrastructure, and transportation. The current City council has brought into question the annexation of the area.</li> </ul> <p><u>East Mulberry Plan</u></p> <ul style="list-style-type: none"> <li>• Existing plan from 2002 that addresses development in the area. It works as a guiding document on whether this area will be jointly adopted by the city or not. Recent efforts have focused on updating the 2002 plan. The plan will be more robustly implemented if the area is annexed than if it is not.</li> </ul> <p><u>Questions/Comments from the Group</u></p> <ul style="list-style-type: none"> <li>• We were under the impression that the annexation was going to happen, and it was just a matter of time until it was finalized. Is that still the case? <i>At this point, Council is asking for more information to make a more informed decision about moving forward.</i></li> <li>• Is the City waiting for more information or is there something else going on behind the scenes? <i>The starting point was the agreement, but ultimately the decision is up to Council, and they can choose whether to follow through with annexation.</i></li> <li>• What are the repercussions if Council decides to not annex this area? <i>This is something that the staff is still trying to understand as well. It will largely depend on how the conversation goes on April 26<sup>th</sup> before we have a better idea.</i></li> </ul>



	<ul style="list-style-type: none"> <li>• What happens to the East Mulberry Plan that we have been working on over the past many months? <i>It was a surprise for everyone that the last Council work session went the direction it did. They want to make sure that all the community engagement work that has already been done is still accounted for moving forward.</i> <i>The annexation plan and East Mulberry Plan are related, but not directly tied together. If Council does not decide to proceed with annexation, the East Mulberry Plan can still be adopted. If the plan is adopted without annexation, it is likely that it will serve as more of a guiding document, rather than a plan.</i></li> <li>• What was the purpose of updating the 2002 Plan? <i>Many City policies have changed since 2002, so the City wanted to reevaluate the original plan in alignment with the current needs of the community and changes the Fort Collins has experienced since 2002. This gives the City an opportunity to take more community feedback into consideration as well.</i></li> <li>• What factors influence what City Council is looking for in deciding on annexation? <i>It's a matter of having enough resources, the timeline of when to start projects, and how to handle existing issues with roads and infrastructure. They are looking for staff to outline these concerns with more clarity to help make their choices more obvious.</i></li> <li>• Has there been discussion about the increasing development and population increase in this area? Genuine concern about public safety due to the anticipation of many people moving to this area. <i>Because the policies of the City have changed to accommodate multimodal transportation, the City, as an urban service provider, requires this for new development. The requirements for the county, which has more rural foundation, are much different. The requirements and services from the City and the County do not exactly line up, so the issue at hand is to figure out a solution that will be a common ground for the differences between the two jurisdictions.</i> <i>The objective of today's conversation is to be able to better understand and articulate the community's responses around potential annexation by understanding different perspectives from the community. We are trying to identify what the community perceives as the benefits and drawbacks of annexation.</i> <i>Suggestion to watch the recorded Council session to better understand the shift in direction / the Council's questions around annexation. It's important to note that Council works and decides on issues and that City staff's role is to provide information and guidance to Council, but they are not one and the same.</i></li> </ul>
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	<ul style="list-style-type: none"> <li>Pedestrian, bike, and resident safety in this area is why an advisory group member decided to join. The Mosaic Neighborhood, for example, has great roads and infrastructure, but outside of the neighborhood, that is no longer the case. No private builders and developers are going to deal with the City's infrastructural and connectivity issues.</li> </ul> <p><i>Planning and resources from the City can begin with annexation, but even if that is the case, it is very unlikely that any major changes would happen in the next 5 years. It is a long process.</i></p>
Phasing Overview	<p><i>The group moved into an annexation activity after being introduced to the annexation subarea map (which is a little different from the East Mulberry Plan Subarea Map). The group reviewed a summary of concerns and opportunities by subarea.</i></p>  <p>There are no hard boundaries for the subareas on this map, but it is divided up in a way to help us make sense of the area.</p> <p><u>Why are we talking about phasing for annexation?</u></p> <ul style="list-style-type: none"> <li>Allows for the City to build up resources over time, rather than all at once.</li> <li>Allows time for revenue generation ahead of other phases.</li> <li>Allows for better community engagement ahead of each phase.</li> </ul> <p><i>Often, annexation areas are much smaller than what is to be the case for East Mulberry, so the phasing plan helps annexation be more feasible.</i></p> <p><u>Phasing lenses</u></p> <p><i>Each lens focuses on one priority area. Other priority areas are still present but might be delayed or resourced differently. The idea is to spark conversation, rather than expect that the city will take on any one of these lenses specifically. The options generally represent a time that would start in couple of years and last 10 or more years.</i></p> <ol style="list-style-type: none"> <li><b>Fiscal Health for City</b> → emphasizes fiscal impact to City of annexation, including priorities, budgets, risks, and timing.</li> </ol>

	<ul style="list-style-type: none"> <li>• Prioritizing revenue for the city through primarily through city sales and some property taxes.</li> <li>• Annexes commercial areas first with residential areas coming later.</li> <li>• Allows financial resources to be built up most quickly to help offset additional costs (e.g., policing, capital improvements, etc.)</li> </ul> <p>2. <b>Environmental &amp; Hazard Protection</b> → Emphasizes annexation areas that need improvements to address environmental and natural hazard concerns (e.g., flooding).</p> <ul style="list-style-type: none"> <li>• Recognizes that floods are a major concern in this area.</li> <li>• Prioritizing subareas 1, 2, 4, which include Cooper Slough, Dry Creek, and the Poudre River Trails.</li> <li>• Might be a while until stormwater infrastructure improvements are made, but this lens would get it on the list as a priority.</li> </ul> <p>3. <b>Economic Opportunity</b> → Prioritizes the annexation of properties with potential for new industrial and commercial development that would generate income for the local economy.</p> <ul style="list-style-type: none"> <li>• Effort to identify which areas will maximize business potential while meeting the multimodal requirements.</li> </ul> <p>4. <b>Residential Enhancement</b> → Emphasizes connectivity, utilities, and other social priorities.</p> <ul style="list-style-type: none"> <li>• Focuses on residential / resident priorities.</li> <li>• Prioritizes annexation of subareas 2, 3, and 5, which have existing residential neighborhoods</li> <li>• Conversation around affordable housing in this area.</li> </ul> <p>5. <b>The Gateway Community</b> → Emphasizes functional and aesthetic improvements along the Mulberry corridor.</p> <ul style="list-style-type: none"> <li>• Aesthetic and functional improvements in partnership with CDOT.</li> <li>• Prioritizes Subarea 3 and central portion of Subarea 1</li> </ul> <p><i>Sylvia clarified that staff would present financial numbers to council on April 26<sup>th</sup>. These lenses are meant to help inform council's thinking about an annexation approach based on different priorities.</i></p> <p><u>Questions from the Advisory Group</u></p> <ul style="list-style-type: none"> <li>• Have any numbers for cost and benefit been put together yet? What is the bare minimum for cost and funding? Seems like there is a huge gap in this presentation about this.</li> </ul> <p><i>Round numbers will be presented from the financial analyst in the next council meeting on April 26<sup>th</sup>. We currently have a general idea, but it is up to Council to decide what to do including looking annexation from staffing, services, maintenance, and capital perspectives.</i></p>
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<p><b>Phasing Lenses Conversation</b></p>	<p><b><u>QUESTION FOR THE GROUP</u></b></p> <p><b>Which area would you suggest annexing first and why? If you had to rank them, or put them in an order, which order would you choose? Why?</b></p> <ul style="list-style-type: none"> <li>• Focusing on the Gateway Lens should be prioritized to address the issues of public safety and transportation. If this was the starting point, there is potential that the improvements would spill over into the other Subareas.</li> <li>• The Gateway seems to be the most palatable choice because it would have the greatest positive impact on the most people and the whole town of Fort Collins, versus improvements to other subareas would only be a help to the people who interact with those areas more exclusively.</li> <li>• Even though this would be the most beneficial lens to take on, it is equally probably the most difficult subarea to address.</li> <li>• There are many overlapping issues characteristic to this area (i.e., stormwater infrastructure/flooding, traffic safety issues), that might make this phasing plan not the most pragmatic solution. It would be difficult to compartmentalize the improvements to one specific subarea.</li> <li>• To clarify, the Gateway Lens is not just a notion for beautification.</li> <li>• Policing by the interstate is needed. Is there any data to provide to City Council that addressing this area would be a crime reduction effort, which would reduce the urgent need for police services?</li> </ul> <p><i>The data is available in call volumes to the area. It shows that police are needed in this area, which could help the case for the Gateway area being pushed forward.</i></p> <ul style="list-style-type: none"> <li>• It seems Council is struggling with the justifying the cost to cover policing, but that cost isn't supported by the current revenue/budget, making it a barrier for the city to annex this area.</li> <li>• Being short in resources doesn't mean we shouldn't be doing anything.</li> </ul> <p><b>What would you most like council and staff to understand about your thoughts on <i>annexation</i>?</b></p> <ul style="list-style-type: none"> <li>• The financial implications and concerns should not get in the way for the betterment of the community.</li> <li>• It is short-term thinking to hesitate making improvements to this area. Feels like a short-sided perspective to think that investing in this area won't be worth it. Would like to see the City be more optimistic in this effort.</li> <li>• It would be challenging to employ a phasing approach for the improvements that need to be done in this area. It seems like it should either be annexed or not annexed, which might make this whole plan less confusing to our benefit. If we don't annex this, the City does not need to worry about having a plan, which is currently</li> </ul>
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	<p>something that the City is expending so many hours and resources to wait on decisions.</p> <ul style="list-style-type: none"><li>• Lack of vision by the City. Does the City want a cohesive feel on this side of town? At this point it does not seem like they are convinced it is worth to invest in.</li></ul>
<b>Closing Remarks + Next Steps</b>	<p><i>The civic process only works because of the engagement from the community. Our commitment is to continue facilitating opportunities that will elevate the voices in the community.</i></p> <p><i>This is far more than just a financial decision, but rather a whole city decision. Despite the interesting turn in the road for all of us in this process, all the progress made today is helpful for the City to gain clarity for this complex decision.</i></p> <p><i>The Council work session on April 26<sup>th</sup> is focused on the Annexation Plan, which will include the lenses we discussed today, accompanied by the round financial numbers. There is currently no deadline for council to decide by. The work session on the 26<sup>th</sup> will not lead to any decisions, but the hope is to get enough done to create guiding direction that will lead to a decision.</i></p> <p><i>Regarding the East Mulberry Plan, it has the most impact is when single properties and new development occurs. New developments will be subject to the plan guidance whether the annexation happens or not. At the very least, the impact will happen, but at a smaller scale (developers, builders, private businesses) with the creation of this plan document.</i></p> <p><i>Josie thanked everyone for their time and encouraged the group to keep learning, keep staying involved, and to watch and participate in the council work sessions and hearings accordingly.</i></p>



## EAST MULBERRY ADVISORY GROUP: ANNEXATION & PLAN UPDATES

<b>Date:</b>	February 2, 2023
<b>Location:</b>	Zoom (virtual)
<b>Participants:</b>	Megan Keith (City of Fort Collins), Sylvia Tatman-Burruss (City of Fort Collins), Shawna Van Zee (City of Fort Collins), Josie Plaut (IBE), Elicia Ratajczyk (IBE), Brown Abrams, Stan McGarvey, Amy Young, Cindy Freeman, Nathan Randall (City of Fort Collins),

## ACTION ITEMS

- We should move the voluntary annexation by landowner petition example to a different spot in the slide deck, it was a little awkward.
- Shawna to share the Q&A document and information about the upcoming timeline with everyone via email.

## KEY MESSAGES FROM ADVISORY GROUP MEMBERS

- There is still general support and interest in annexation and improvements in the East Mulberry Enclave.
- They would like to be kept informed and are concerned about the uncertainty of both the timeline for annexation and clarity around what it would mean for different types of properties including how it would affect property taxes, values, access to businesses and amenities.
- They would like additional clarity about what this is going to look like and help in envisioning how the process will unfold.
- They would like to be notified as improvement projects (whether from CDOT, the City, or the County) are planned and information on how they can be involved in the process.

Objective/Topic	Notes
<b>Introductory Remarks + Meeting Kick-off</b>	<i>Welcome &amp; Introductions. Brief overview of the agenda. The meeting was recorded via Zoom.</i>
<b>Review: What is the East Mulberry Plan &amp; how does it relate to Annexation</b>	<i>Difference between Annexation Plan and East Mulberry Plan</i>
<b>What has happened since our last Advisory Group meetings</b>	<i>Moving away from phased approach and character areas</i>
<b>General Perspectives: What we heard</b>	<ul style="list-style-type: none"> <li>• Desire for greater connectivity, continuity, and safety for all modes of transportation</li> </ul>

	<ul style="list-style-type: none"> <li>• Maintaining mix of current uses, beautify Mulberry corridor, accommodate light industrial uses</li> <li>• General support for annexation</li> <li>• Some concern and surprise that annexation was in question by City Council</li> </ul>
<b>How this connects to your feedback</b>	<ul style="list-style-type: none"> <li>• Your input has gone into the East Mulberry Plan</li> <li>• You will have a chance to see and comment on that plan before it is ratified next summer</li> </ul>
<b>How the Annexation Conversation has unfolded</b>	<ul style="list-style-type: none"> <li>• Timeline of events that have occurred over the last year</li> <li>• March Council Session – Council asked for a pause and time to address some of their concerns</li> <li>• Worked through some issues and most recently met with Council in December</li> <li>• Introduction of the Thresholds/Tipping Points approach: <ul style="list-style-type: none"> <li>○ Maintain logical boundaries (e.g. voluntary annexation of individual parcels)</li> <li>○ Proactive Resource Protection (e.g. Cooper Slough)</li> <li>○ Redevelopment Risk (e.g. mobile home parks)</li> <li>○ External Funding (e.g. CDOT improvements at I-25) <ul style="list-style-type: none"> <li>▪ <i>Does CDOT have any current plans to improve the interchange? Yes, there is a plan but no clear indicator on the timing of when they will pursue that.</i></li> </ul> </li> </ul> </li> </ul>
<b>How would you be informed of future annexation (when thresholds are met)?</b>	<ul style="list-style-type: none"> <li>• Outreach to community</li> <li>• Initiating resolution of City Council, recommendations from Planning &amp; Zoning commission, two ordinance readings of City Council (over 4-6 months)</li> <li>• Each touchpoint will have opportunities for community members to become engaged</li> </ul>
<b>What does it look like moving forward?</b>	<ul style="list-style-type: none"> <li>• It may take a significant amount of time to reach annexation.</li> </ul>
<b>Group Conversation</b>	<ul style="list-style-type: none"> <li>• How is this landing for you?</li> <li>• What are your thoughts &amp; questions?</li> <li>• Is this a reasonable approach from your point-of-view?</li> </ul> <p>Brown Abrams: I'm only tangentially involved because I own a vacant lot behind American Furn. Warehouse, I'm just wondering about what annexation means and how it will impact property taxes and values.</p> <p>Megan: <i>One of our goals is to clearly communicate what the changes will be in going from the county to annexation into the City. We hope that you could help to distribute some of that information as we move forward and we will follow up after the meeting with some of those resources.</i></p>

Josie: There has been opportunities for individual property owners to talk with the City's planning staff and will that still be available to property owners?

*Megan: Yes, we will certainly continue to do that as we move forward.*

Brown Abrams: I'm glad to see its finally coming together, as property owners we were happy to not pay City taxes but we did need the roads fixed so we got together and raised the money for a special improvement district to do that.

*Josie: This will still be a long and slow process and its important to set expectations that this will happen very slowly. There is the voluntary annexation approach that is available if you do not want to wait for the thresholds to trigger potential annexation.*

Brown Abrams: Do you know why these areas of the City weren't originally part of the City?

*Josie: This area has traditionally been on the edge of the growth management area and has functioned as the buffer between the urban and rural areas.*

Stan: I'm excited about the improvements along Mulberry with the landscaping and everything. I'm only concerned about access into my business. Will the frontage road be eliminated and make that more difficult? I've seen some things on some of the previous plans that could affect my property but overall I'm excited about some of the improvements that could aesthetically improve the area.

*Megan: We would definitely be in communication with you and our goals are to minimize the negative impacts and disruptions to businesses.*

*Josie: The East Mulberry Plan includes pretty broad brush strokes and when the improvements begin to take place there would be a lot of community engagement and input as we get to the levels of detail needed and you and others in the area would be invited to really engage and provide input on the specifics there.*

Amy: I'm still having trouble envisioning when and how this is going to be implemented and its pretty different than what we were talking about a year ago. I'm just struggling to visualize when, how, and where improvements would take place.

*Josie: One of the lessons I've learned from the Southwest enclave annexation is that annexation doesn't really lead to immediate capital improvements. The services like policing and things happen immediately but the changes to streets takes time and the transition to different rules and taxes also takes some times so people have both input and time to get used to what that will look like. While the threshold approach is a little more uncertain*

Amy: If an area is annexed, like let's say Roselawn, if that were to be the next annexed area, how would that impact the community there? Would



that then give you the license to improve East Mulberry along that area, for example?

Megan: Yes, if that were to happen, planning and zoning would start looking at what makes sense and come up with a plan that makes sense as to what annexation would look like. The transfer of services to those areas would be determined in more detail.

Amy: Have you really determined what makes a threshold?

*Megan: Yes, some of the examples are some of the things that we are considering, but there are some other things as well, such as continuity and how we build some of the City's goals into these thresholds and logically sequence things including all of these factors.*

*Josie: Existing residential areas will probably be the slowest to be annexed as opposed to some of the areas that are still developing. The transfer of services and improvements to things like storm sewer would begin to be put into the que (for the whole City) but all of those things would take time.*

Amy: So as far as East Mulberry and the frontage road, etc. could be developed kind of piece meal then, depending on thresholds?

*Megan: So, that is part of what we're trying to address. So in your example, we would be actively trying to keep from creating that patchwork, or choppy sections approach, and so we would be annexing it in one or two longer segments, if not the whole thing at one time, trying to do what makes sense.*

Cindy Freeman: So in looking at this map and our discussion, it seems like the Gateway at I-25, the Mulberry Corridor, and then maybe Lincoln are the priorities?

*Megan: Yes, that sounds like how we are starting to think about this and where we are anticipating that we will reach these thresholds first, and residential communities won't experience the thresholds in the same way and so those will likely take longer to get through annexation.*

Cindy Freeman: Have you been in communication with CDOT about how improvements will take place as they improve the highway and interchanges? How do we improve connectivity and the safety at some of the intersections along Mulberry?

Megan: We anticipate a lot of on-going coordination with CDOT as we move through both the Mulberry Plan and Annexation and while there hasn't been a lot of interaction lately, there will be more in the future as we move forward.

*Josie: Again, things will move really slowly until they don't but as specific projects begin to happen we will provide information and engage the community as they become imminent on the horizon.*

	<p><i>Megan: Yes, we think that sharing things that are in progress or in the pipeline will be great and we would be able to provide this group with information and a mailing list of things that are coming up.</i></p> <p>Cindy Freeman: How would the stormwater situation relate to Countryside, where I live, if Mulberry and the commercial properties along there were annexed and improved? How can something like stormwater be done piece meal?</p> <p><i>Megan: Yes, good question. We have been thinking a lot about that and we are hyper aware of those issues and that will be something that will be key in creating the thresholds and looking at how things may take shape.</i></p>
<b>Closing Remarks + Next Steps</b>	<p><i>Shawna: We will be hosting four public meetings, two virtual meetings at the end of February, and two in-person meetings in March. We will send out mailings prior to the meetings. One of the virtual meetings will be recorded and posted online. The in-person meetings will be held at the Genesis Project.</i></p> <p><i>Reach out to Megan or myself (Shawna) if you would like to have an information session or discussion in your community.</i></p> <p>W</p>

# **Appendix A: Community Engagement Reports**

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## *Business & Community Workshops*



# EAST MULBERRY PLAN

## COMMUNITY ENGAGEMENT REPORT

February 18, 2022

### COMMUNITY ENGAGEMENT OVERVIEW

Between October 2021 and February 2022, the Institute for the Built Environment (IBE) at Colorado State University facilitated a series of engagement activities to solicit input from the East Mulberry Plan Area residents and owners of commercial/industrial businesses. Engagement activities included a community advisory group, virtual workshops, and an online questionnaire.

#### *Advisory Group*

Members of the Advisory Group have consistently engaged with the East Mulberry Plan project team to share their knowledge, concerns, and hopes for the outcomes of the multi-stage planning and annexation process. They have played an important role in holding the project team accountable for maintaining the project's vision and spreading the word about engagement opportunities through their personal networks. The advisory group included renters and homeowners of several East Mulberry neighborhoods, including Boxelder Estates, Countryside Park, and Mosaic, along with businesses of various sectors, including Charco Broiler Restaurant, Fort Collins Nursery, Western State Bank, Mountain Pet Supply, and more. Four advisory group meetings were held October of 2021, and their involvement in future engagement opportunities and review processes will be key for the project's future success. The draft plan goals were shared at an Advisory Group meeting on February 4<sup>th</sup>, 2022. The community perspectives expressed through the workshops both confirmed and refined language for the goals.

#### *Virtual Workshops*

The most recent series of community engagement workshops gathered input on aesthetic and functional priorities for streets and roads, bike and pedestrian infrastructure and trail connectivity, utility improvements, and future land use priorities for the East Mulberry plan area. The perspectives and lived experiences of the diverse stakeholders who live, work, shop, and play here are helping the city develop the vision and priorities for the plan area while honoring the areas unique characteristics.

In the most recent phase of community engagement, the City of Fort Collins and IBE worked together to host a series of public engagement workshops that provided an opportunity for Spanish and English-speaking, and commercial/industrial businesses to share their perspectives and priorities. Outreach



efforts targeted a broad range of populations and organizations so that the plan reflects the values and aspirations of diverse community members.

### *Online Questionnaire*

An online questionnaire, available in English and Spanish, was open from January 21 through February 15. The questionnaire was not promoted heavily, but rather as an option for those who could not attend one of the community workshops. A total of 13 people completed the questionnaire. Half of respondents were residents north of Mulberry while the other half represented residents south of Mulberry, property owners, employees in area businesses, patrons of area businesses, and a business owner.

## KEY THEMES OVERALL

The overall community sentiment reflects a desire for a complete and diverse community that includes existing and future industrial and commercial uses, while adding more basic services (e.g., restaurants, parks, grocery stores, etc.) and preserving existing housing and overall affordability. In addition to the overall sentiments, the community expressed interest in stormwater infrastructure to reduce flooding, safe and functional transportation infrastructure including improved multi-modal access to community amenities and services, and improved connectivity to natural spaces.

The community engagement included three distinct populations who share some priorities, while maintaining diverse perspectives on some topics: Hispanic residents, non-Hispanic residents, and business owners. All groups shared concerns with traffic connectivity, function, and safety for all modes of transportation. There is a shared preference among most participants for prioritizing parks and natural spaces, restaurants and hospitality establishments, and basic amenities to improve the livability in the area, while maintaining its affordability and unique industrial landscape. Members of all three groups expressed concerns about increased costs and fees associated with the annexation and the source of funds to pay for improvements and projects. The community requested that the City continue to be transparent about funding sources and timelines as they develop.

In some instances, the three groups expressed distinct concerns and priorities. Preservation of industrial uses, both current and future, is the highest priority business stakeholders. Residents generally favored maintaining existing industrial uses, while Hispanic residents expressed the greatest concern around new industrial uses. Priorities for intersection improvements and connectivity to other locations in Fort Collins contrasted significantly between the Spanish-speaking and English-speaking stakeholders (see below for additional detail). In general residents were more concerned with topics around livability (basic services, pedestrian and bicycle connectivity, internet service), while the business community was most interested in preserving industrial and commercial uses and minimizing financial impacts related to City regulations and development requirements.

## COMMUNITY ENGAGEMENT OUTCOMES

IBE gathered input on the community's preferences and priorities for aesthetics, transportation and connectivity, public infrastructure, and future development/land use. The community expressed a range of concerns, desires, and ideas regarding the East Mulberry plan area, including similarities and differences across stakeholder groups.

Community feedback is summarized by stakeholder group below.

Topic	Hispanic Residents	Non-Hispanic Residents	Business Community
<b>Look &amp; feel of East Mulberry corridor</b>	Highest preference given to neighborhood and traffic safety, lighting, and aesthetics. With a desire to see improvements in landscaping & vegetation.	Aesthetic improvements would be appreciated to give this scenic byway greater appeal, although aesthetic improvements do not seem to be a priority compared to other categories for improvement.	The primary use of Mulberry should be upheld, which is to serve as a corridor into Fort Collins and transport supplies for businesses. Some beautification efforts would be desirable to elevate the appearance of the entry into Fort Collins, with some concerns that landscaping would limit visibility of businesses and potential high cost.
<b>Intersections &amp; frontage road improvements</b>	<p>The highest priority intersection for the Hispanic community was Lemay, likely because they frequently pass through the intersection for work and access to basic amenities.</p> <p>This priority was notably different than English-speaking community members intersection improvement priorities.</p>	<p>Priorities in order: Timberline &amp; Lincoln, Summit View, Link Lane, Frontage Roads and Lemay.</p> <p>Existing conditions are dangerous for pedestrians and bikers due to wide roads and short amount of crossing time (esp. Summit View).</p> <p>Design and wayfinding improvements (e.g., diagonal angle of turn on Summit View &amp; Mulberry) to make intersections less confusing and reduce frequency of accidents.</p>	<p>Highest priority intersections were Frontage roads, Summit View, Link Lane, and Timberline &amp; Lincoln were the top priorities. and the as many businesses use these roads daily for transportation of supplies and for customer access.</p> <p>Summit View traffic light is too short for cars and pedestrians/cyclists to cross Mulberry and confusing angles.</p> <p>Improvements to Link Lane would help the flow of traffic in this area.</p>

<b>Priorities for bicycle &amp; pedestrian connectivity</b>	<p>Greater interest for bicycle and pedestrian infrastructure that will connect to commercial destinations, including Vine Drive, which was unique to the Hispanic community. Additionally, connectivity to businesses along E. Mulberry and to the medical area on Lemay Medical were priorities.</p> <p>Access to Old Town and the University were not listed as top priorities.</p> <p>Connectivity to trails and downtown Fort Collins was less of a priority for Hispanic residents.</p> <p>Expressed greatest interest in crime prevention.</p>	<p>Highest priority for connecting to commercial and entertainment areas (e.g., Old Town, Lemay &amp; Mulberry commercial area, and natural areas including the Poudre River Trail.</p> <p>Vine Drive and Lemay medical area were not identified as top priorities, contrasting with the Hispanic community.</p>	<p>Overall, the business community expressed less concern about bicycle and pedestrian connectivity in the area than residents.</p>
<b>Future land use</b>	<p>Highest preference for new parks and natural areas, restaurants and eating establishments, attractions and entertainment spaces, and community facilities.</p> <p>Lowest preference for new light industrial, high-tech businesses, new commercial and retail and four-story buildings.</p> <p>Prefer to preserve current land uses, especially the commercial and residential areas.</p>	<p>Highest preference for more restaurants, parks and natural areas, basic services, new businesses (including attractions and entertainment, and arts and creative spaces), and community facilities.</p> <p>Lowest preference for four-story buildings, new light industrial. Mixed perspectives about new high-tech businesses.</p> <p>Some residents shared that they moved to Fort Collins as relief from higher density urban environments.</p> <p>Affordability should be maintained regardless of</p>	<p>Strong preference to maintain current industrial land uses and affordable housing.</p> <p>Interested in development that would bring more people and activity to the area (e.g., restaurants, basic amenities, retail, and entertainment).</p> <p>Mixed perspectives about high-tech industry and higher density development. Some see opportunity while others see a threat to the unique industrial landscape and businesses.</p>

		changes to future land use.	
<b>Infrastructure improvement priorities</b>	Highest preference for broadband services, followed by improvements to public infrastructure (i.e., road & intersection improvements, stormwater infrastructure).	Highest preference for pedestrian infrastructure at key corridors, closely followed by key intersection improvements.  Interested in having more options for affordable and stable internet connectivity including broadband.	Most interested in infrastructure that would enhance public safety.  Mixed interest in broadband service.  Fee and cost increases are a concern, and some do not feel the need to pay more for infrastructure improvements to help their business.
<b>Overall priorities</b>	Solutions for safety-related issues are highest priority including lighting improvements and addressing crime and traffic issues, and improved bicycle and pedestrian connectivity to businesses on Mulberry, Lemay commercial and medical areas, and public green spaces.  Would like to see an area specifically designated for Hispanic and international products.  Prefer to preserve the current land uses, possibly connected to a sense of vulnerability in regard to job security and housing affordability.  Would like more public engagement opportunities to provide input on East Mulberry and to stay updated on project progress.	Transportation related infrastructure for all modes, especially pedestrian and bicycle infrastructure, and improvements at key intersections.  Traffic safety-related issues concerning all modes of transportation was highest priority for this group.  Improved bicycle and pedestrian connectivity to nature trails, open green space, and downtown are a priority for many in this group.	Prioritize infrastructure improvements that are necessary and avoid adding unnecessary costs to running a business.  Transparency in project funding and potential fees such as property taxes, sales tax, signage changes, stormwater fees, etc.  Traffic-related projects should be prioritized to alleviate barriers and safety concerns for drivers, pedestrians, and cyclists.



## NEXT STEPS

The Advisory Group and the general community will be invited to review the draft East Mulberry Plan and the draft annexation plan before the draft plans are presented to City Council, currently planned for the second quarter 2022.

# **Appendix A: Community Engagement Reports**

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## *Annexation Q&A Sessions*

# EAST MULBERRY PLAN & ANNEXATION THRESHOLDS

## COMMUNITY ENGAGEMENT OUTREACH REPORT

March 20, 2023

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Prepared by



**INSTITUTE FOR THE  
BUILT ENVIRONMENT**  
COLORADO STATE UNIVERSITY

## ENGAGEMENT OVERVIEW

### Purpose of this Report

The report below summarizes the community engagement activities and results from February and March 2023 focused on the East Mulberry annexation approach.

### Project Overview

As part of the East Mulberry Plan revision and the corresponding approach to annexation of the East Mulberry enclave, City staff worked with Colorado State University's Institute for the Built Environment to design and deliver a series of community engagement events. The purpose of the events was to introduce community members to the "thresholds" annexation approach, to provide opportunities for public comments and questions, and to address community member's questions and concerns regarding potential future annexation.

### Community Engagement Activities

Five community engagement activities were held in February and March of 2023. The first was with the community advisory group and the other four were open to public comment. In advance of the public meetings the city sent direct mail invitations as well as conducted a door-to-door campaign to raise awareness for the events. In total, about 140 community members participated in the advisory group and public meetings. The February and March 2023 public engagement efforts focused primarily on the approach to annexation vs. the broader East Mulberry Plan update, which had been the focus of the 2021 community engagement efforts. The report summarizing the Summer 2021 East Mulberry Community Engagement effort can be viewed at the following link:

<https://www.fcgov.com/planning/files/ibe-synthesis-east-mulberry-engagement-summer-2021.pdf?1629409952>

### Advisory Group Meeting

The East Mulberry Advisory Group was formed in 2022 and met several times. The group includes residents and business owners who meet with city staff periodically to discuss their vision for the area. On February 2, 2023, the group convened online to learn about the thresholds approach toward annexation in the enclave and share their initial impressions. Facilitators from the Institute for the Built Environment helped to guide the conversation. Advisory group members asked questions about the annexation timeline, implications for their properties and communities, and how the thresholds approach would work to prompt annexation.

### Public Community Engagement Meetings

The City of Fort Collins hosted a series of public meetings to connect community members with staff to answer their questions about the East Mulberry Plan and annexation. City staff from Community Development & Neighborhood Services, City Manager's Office, Economic Health, Civil Engineering, Transportation, Sales Tax & Revenue, and Code Compliance departments were present to answer



questions. Each session included a 45-minute presentation followed by a 45-minute Q&A session and was facilitated by staff from the Institute for the Built Environment. Meetings were scheduled to accommodate community member's needs, preferences, and schedules including online and in-person meetings, daytime and evening events, and live Spanish interpretation. The list below details when and how each meeting was held.

Online meetings with live Spanish interpretation:

- Monday February 28, 5:30 to 7:00pm, 32 community members
- Tuesday February 29, 10:00-11:30am, 35 community members

In person meetings at The Genesis Project on Link Lane:

- Tuesday March 7, 10:00-11:30am, 40 community members
- Thursday March 9, 6:30-8:00pm, 28 community members

Participants included East Mulberry residents, business owners, and property owners primarily from the plan area. Community members who attended the sessions learned about the city's planned approach to annexation and received access to additional information and resources regarding annexation impacts for individual properties. The community sessions helped city staff to further understand the community's questions and concerns about the annexation process.

During the in-person community sessions, participants were encouraged to fill out comment cards with specific questions to be addressed during the meetings. Residents and business owners were invited to request one-on-one meetings with city staff to respond to individual questions and concerns. Staff received eight paper comment cards after the in-person meetings on March 7<sup>th</sup> and 9<sup>th</sup> and 13 follow-up inquiries submitted through the online form on the project website. Meeting participants were also invited to email staff directly, so some additional follow-up occurred in that form.

## KEY THEMES & DISCUSSION TOPICS

The comments, questions, and concerns from community members regarding annexation focused primarily on how annexation would impact them in six key issue areas: taxes, costs, and regulations; stormwater management; roads and intersections; policing; local character; and timeline and process. Perspectives varied among community members regarding the favorability of annexation, with some who are supportive of annexation, some who are opposed to annexation, and others who hold a mixed or neutral position.

One group of residents shared about their experience with voluntarily annexation and spoke about this change in a positive light, commenting that it had reduced their taxes and utility costs overall.

The table below highlights the thematic areas of the questions and concerns that were expressed during the community engagement efforts. The sentiments expressed reflect the range of perspectives and opinions shared by community members. While fully capturing the diversity and nuance of the

community perspectives is not possible, the synopsis below provides an overview of the perspectives that were expressed during the meetings.

Topic	Resident Community	Business Community	City Response & Resources
<b>Taxes &amp; Costs &amp; Regulations</b>	<ul style="list-style-type: none"> <li>Concerned that property taxes for family homes and land will rise following annexation.</li> <li>Varied opinions regarding the desirability of municipal vs. current utility service providers (i.e., electricity, internet).</li> <li>Confusion about how time-of-day electric rates will be assessed by the city, compared to county providers.</li> <li>Those who already pay HOA or local improvement district fees don't want to pay fees to the city as well.</li> </ul>	<ul style="list-style-type: none"> <li>Questions about how city taxes differ from county taxes (e.g., sales tax, use tax, property tax, and stormwater fees).</li> <li>Concern that adding city sales tax will make businesses less competitive in the region, especially for small businesses.</li> <li>Concern for new taxes and fees being unfair to large businesses, which will be expected to pay more according to size.</li> <li>Concerned about additional city regulations in addition to existing county regulations for businesses.</li> </ul>	<ul style="list-style-type: none"> <li>Staff are anticipating conducting additional engagement with the business community in the form of individual follow-up meetings as well as the opportunity to help craft and review policy related to business success and preservation within the area.</li> <li>Staff from the City's Sales Tax and Revenue department were available at every meeting for questions.</li> <li>Handouts pertaining to sales and use tax information were prepared and available as physical handouts at in-person events, and as links located on the project webpage.</li> </ul>

Topic	Resident Community	Business Community	City Response & Resources
<b>Stormwater Management</b>	<ul style="list-style-type: none"> <li>Want to see improvements to ongoing flooding issues in the area.</li> <li>Think that flooding control should be a priority for city planners if the area is annexed.</li> <li>Doubts about development in the area, as the area is largely in the floodplain.</li> </ul>	<ul style="list-style-type: none"> <li>Worried about flooding from local creeks that overflow near business centers in the area.</li> <li>Concern over stormwater fees, which many business owners perceive as too high.</li> <li>Think that stormwater fees should go directly toward infrastructural projects in the area with clear impact.</li> </ul>	<ul style="list-style-type: none"> <li>Staff are very aware of existing flooding issues within the area and heard this sentiment expressed again clearly during each of our recent sessions.</li> <li>Staff attempted to convey that although residents and businesses would begin paying a stormwater fee upon annexation, fees collected would ultimately contribute towards infrastructure improvements that could help improve the flooding issues within this area.</li> <li>The East Mulberry project website as well as handouts distributed at in-person events included links where estimated residential or commercial stormwater fees may be calculated. Staff are working to include additional information related to stormwater fees on the project website due to a high level of interest in this topic.</li> </ul>



Topic	Resident Community	Business Community	City Response & Resources
<b>Roads &amp; Intersections</b>	<ul style="list-style-type: none"> <li>Residents who rely on frontage roads know that they are unsafe but worry the city will get rid of them entirely.</li> <li>Some would like to see neighborhood access for cars prioritized over pedestrian and bike access routes.</li> <li>Specific questions about problematic intersections (Timberline &amp; Mulberry and Prospect &amp; Summit View).</li> </ul>	<ul style="list-style-type: none"> <li>Want to preserve access to key business and manufacturing corridors, like Lincoln Avenue.</li> <li>Interested in improved connectivity along East Mulberry between I-25 and downtown Fort Collins.</li> <li>Concerned that costs for new infrastructure, like sidewalks, will be passed along to business owners.</li> </ul>	<ul style="list-style-type: none"> <li>Staff heard and documented locations where residents expressed safety concerns.</li> <li>Staff conveyed that East Mulberry Street will remain a Colorado Department of Transportation (CDOT) facility, but that the frontage roads would come under the City's purview upon annexation. The update to the East Mulberry Plan will further explore how to preserve existing access while also improving connectivity for all modes.</li> <li>Through the update to the East Mulberry Plan, staff are exploring ways to apply development standards appropriately, especially for minor site/building modifications.</li> </ul>

Topic	Resident Community	Business Community	City Response & Resources
<b>Policing</b>	<ul style="list-style-type: none"> <li>Concerned about crime in the area, specifically related to drugs and human trafficking.</li> <li>Residents have noticed an uptick in the homeless population sleeping in their neighborhoods.</li> <li>Some residents expressed satisfaction with the County Sheriff's department and worry that Fort Collins Police Services are understaffed.</li> </ul>	<ul style="list-style-type: none"> <li>Like residents, business owners have noticed an uptick in crime and wish their area could be safer.</li> <li>Noted several instances of vandalism that hurt businesses and are costly to clean up.</li> <li>Want to make sure the East Mulberry Corridor is considered safe for customers to travel through.</li> </ul>	<ul style="list-style-type: none"> <li>Staff received feedback both about satisfaction with the County Sheriff's department as well as the desire for more oversight in certain parts of the area. Staff shared that upon annexation, any area coming into City Limits would be serviced by City of Fort Collins Police Services (FCPS). As the East Mulberry Corridor has grown over time, urban policing issues have become more prevalent with greater call volume and incident complexity.</li> </ul>

**Local Character**

- Want to preserve rural character, especially for residents with large plots of land and animals.
- Concern that city regulations might dampen the rural-ness of East Mulberry neighborhoods.
- Some residents chose to move to this area because they wanted to live in Larimer County, not within the city.
- Doubtful that city re-zoning policies will accurately reflect the industrial functions that the area serves.
- Interest in maintaining distance between industrial areas and Fort Collins city proper.
- Sense of pride in the area's industrial/rural feel, which some worry could change under annexation.
- Large plots of land including those with farm animals would be allowed to remain upon future potential annexation activity. Some other characteristics that contribute to the rural feel of East Mulberry neighborhoods would remain.
- Although some may have located here to be within Larimer County as opposed to the City of Fort Collins, the East Mulberry Enclave is within the City's Growth Management Area (GMA) which was created in 1980. The GMA supports urban development and services within the boundary and more rural development and community separators outside of this boundary.
- The East Mulberry area serves an important industrial and commercial service function for the greater Fort Collins community. It is a priority to preserve these functions into the future.
- Through the update to the East Mulberry Plan document, staff are aiming to preserve and promote

Topic	Resident Community	Business Community	City Response & Resources
			the industrial functions that exist within the East Mulberry area. This can be accomplished by providing land use and zoning guidance that closely matches current zoning designations under Larimer County.
<b>Timeline and Process</b>	<ul style="list-style-type: none"><li>• Desire for more clarity about when annexation will happen for specific areas / properties.</li><li>• Desire for clarity about timing for improvements upon annexation (e.g., stormwater infrastructure, intersection improvements, etc.).</li></ul>		<ul style="list-style-type: none"><li>• The update to the East Mulberry Plan will further document the Annexation Thresholds approach, including how to monitor and track thresholds as well as how to proceed once a threshold has been met. Staff will bring thresholds forward for City Council consideration. When decision makers determine that official annexation action is warranted, property owners and business owners will be informed about the potential annexation and will have the opportunity to offer feedback throughout the process.</li></ul>

# Appendix B:

## Mulberry Corridor Financial Consideration

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*Phased Annexation Approach*



# Appendix B: Financial Considerations

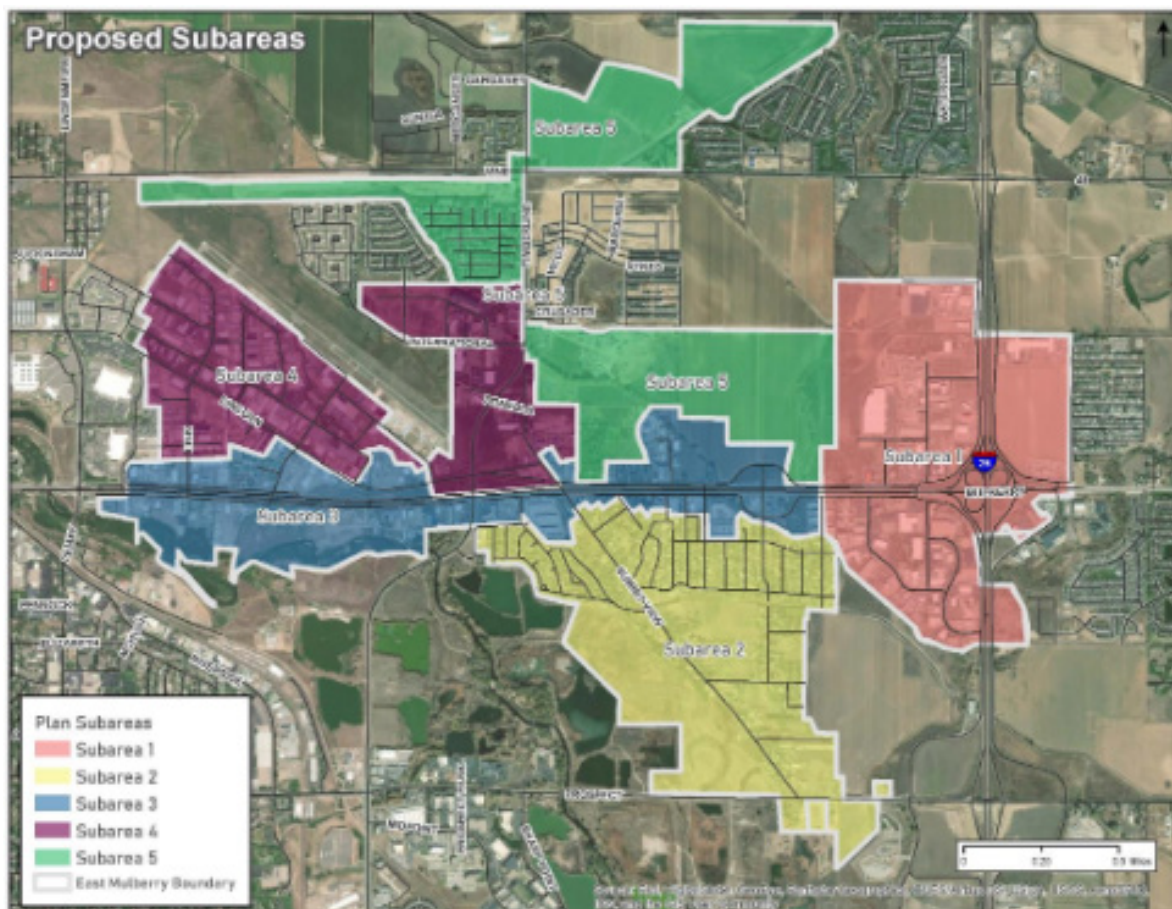
## Phased Annexation Approach

The City partnered with consultant Economic & Planning Systems (EPS) in 2020 to provide a fiscal impact evaluation of the potential annexation of the East Mulberry Enclave. EPS developed an Excel-based scenario modeling tool to assist in measuring the fiscal impacts resulting from alternative phasing, sequencing and potential funding options related to annexation of the enclave area. An overview of the EPS work is included as Appendix C.

The fiscal model is structured to evaluate the impacts of providing a full suite of City services within the annexation area. Core assumptions include providing all existing governmental services and electric, stormwater and broadband utility services. Water and wastewater services are excluded from the analysis and will continue to be delivered by the incumbent providers. The modeling is structured to capture all expected ongoing revenues and expenses (sales taxes, property taxes, street maintenance, police patrol services, etc.). On the capital side, one-time revenues

such as capital expansion fees (CEF) and plant investment fees (PIF) are modeled, as are required expenditures (stormwater infrastructure for projects within Fort Collins utility service areas, new parks, etc.). The difference between expected revenues and expenses is the Net Fiscal Impact, an indication of whether new sources of revenue will be required.

The potential annexation area was mapped using GIS data to break out the land parcels into logical planning units (following existing land use designations, historical area characterizations, City Plan guideposts, etc.) that allowed for comparison of sequencing and phasing alternatives. These “boundaries” were not specific recommendations but a tool to establish a set of different potential annexation options. The enclave area currently has an inventory of approximately 1,100 housing units and 500 businesses. Significant growth in both segments is likely to occur over the next 20 to 30 years. Several projects are already in the early development stages.



# Appendix B: Financial Considerations

## Phased Annexation Approach

The initial modeling assumed full absorption of all five subareas at the onset of the annexation and concurrent development growth and activity over a 20-year evaluation period. Prioritization, timing and phasing/sequencing were not explicitly addressed in this preliminary effort in order to determine the total financial impact from the enclave.

Subsequent efforts entailed the development of five phasing lenses to articulate and depict the priorities, assumptions, and potential “benefits” or “drawbacks” to each scenario based on previously stated priorities and analysis by Council, community members, and City staff. Each of the scenarios includes a different sequencing and timing of all five subareas but ultimately includes all land area within the enclave.

1. **Economic Opportunity** - Emphasizes economic development and vitality in the area
2. **Residential Enhancement** - Emphasizes connectivity, utilities, and other social priorities
3. **Environment & Hazard Protection** - Emphasizes environmental buffers, flood mitigation
4. **Fiscal Health for City** - Emphasizes fiscal impact to City of annexation, including existing priorities, risks, and timing
5. **Community Gateway** - Emphasizes improvements and reinvestment potential for the Mulberry Corridor, including the highway and frontage roads

These five scenarios each depict a slightly different emphasis of priority but all of them consider the City’s Triple Bottom Line (TBL) approach to evaluations. Sustainability advocates use the TBL in decision-making to bring the global concept of sustainability to action at the local level. Essentially, that means projects are evaluated based on their social, economic and environmental impacts. Rather than make decisions solely on the basis of profit or the economic bottom line, three bottom lines (social, economic, and environmental) are considered. The City is able to use TBL in both longer-term planning evaluations, as well as in day-to-day decision making.

These scenarios are theoretical and assume annexation within given periods of time. They can be adjusted by changing the underlying assumptions to produce different results. None of these scenarios are meant to be “staff recommendations” given the uncertain timing and velocity of threshold annexation and are instead a starting point for conversation and analysis. The results of these modeling efforts were presented at the August 1, 2022, Council Finance Committee meeting, as well as summarized at the December 13, 2022 Council Work session.

Governmental: 20-Year View		
(\$M)	Range	Avg. / Yr.
Revenue	\$80 - \$210	\$4 - \$10
Expense	(\$115) - (\$265)	(\$6) - (\$13)
Margin	(\$35) - (\$55)	(\$2) - (\$3)

Utilities: 20-Year View		
(\$M)	Range	Avg. / Yr.
Revenue	\$75 - \$240	\$4 - \$12
Expense	(\$200) - (\$365)	(\$10) - (\$16)
Margin	(\$85) - (\$125)	(\$4) - (\$6)

The range of estimates above includes both ongoing revenue and expenses, as well as one-time capital expenditures and impact fee revenues. Primary expenditure drivers are highlighted below:

- **Police Services:** Analysis of existing activity in the annexation area suggests that up to 35 additional FTE (23 sworn officers; 12 professional support) would be required at an annual cost in excess of \$5 million.
- **Streets / Traffic:** The annexation area encompasses nearly 46 miles of roadways, of which approximately 30 miles would be envisioned to come under City maintenance and upkeep. Annual estimate of maintaining is around \$750,000. Potential additions of up to 14 miles of roadway w/ new developments would increase this figure.

# Appendix B: Financial Considerations

## *Phased Annexation Approach*

- **Light & Power:** Capital expenditure estimate for connectivity and sub-station buildout requirements is \$90 - \$100 million. This figure may change depending on availability of land upon which to locate a proposed substation to serve eastern portions of the plan area.
- **Stormwater:** Capital improvements primarily related to the Cooper Slough and Dry Creek/Lincoln channel areas are approximately \$40 million.

The analysis assumes existing city rates, fees and cost structures will be applied to the potential annexation areas. No new fees, increases in rates or inflationary impacts are included in the base analysis. The timing and need for services will be dependent on the types of services provided (police services, for example, would be required up front upon annexation; parks maintenance needs would be ramped up with the potential development of new facilities). On the governmental side, new capital expansion fees and grants could help offset the increased operating costs needed for providing incremental services. Timing and sequencing of potential annexation areas would determine if additional funding sources would be required. On the utility side, there is an expectation of heavier infrastructure requirements up front (both to acquire assets from existing providers and to build out and connect to existing City systems). Offsets would be available from new development fees and potential rate adjustments to the customer base.

Additionally, the scenarios above were also evaluated by accelerating or de-accelerating the potential annexation timeframes. While the annual, average bottom line impacts are not much different than the above estimates, accelerating the timeframes does increase risks by committing to larger expenditure outlays upfront (police, street maintenance, L&P infrastructure) with revenues dependent on development activity and increased revenue (sales

eration to come.

The governmental side will require additional funding upon any potential annexation option. No specific identified source of funding is currently available, and while tax and fee revenue would increase from the annexed areas, council priorities and existing needs will inform the extent to which additional funding may be assigned. The Infrastructure Investment and Jobs Act (IIJA) and Inflation Reduction Act (IRA) may provide some opportunity for federal funding assistance. On the utility side, mechanisms are in place to pay for additional requirements brought on by potential annexations, subject to impacts to existing projects and funding requirements, and the resulting impact to ratepayers.

In response to Council feedback and further community engagement, city staff has continued to update the analysis frameworks. Staff has provided additional input to council centered around opportunities and tradeoffs. In December 2022, staff provided a framework for evaluation of the enclave area centered on a “thresholds” concept. As summarized in previous text, staff was initially tasked with a financial analysis of a phased approach whereby Council would consider adopting set years for different phases of annexation. While the costs and revenue projections are still relevant in some ways for estimates within areas of the enclave, they will not be fully applicable under a thresholds approach. While no specific additional financial scenarios have been developed to date around a specific threshold event given the multitude of annexation scenarios under threshold annexation, the basic process for further evaluation will utilize the same general approach as has been done to date. More information about annexation thresholds is provided in Section 5: Annexation Thresholds.

# Appendix C:

## Mulberry Corridor Financial Impact Analysis

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## MEMORANDUM

To: Dave Lenz, City of Fort Collins

From: Dan Guimond and Matt Prosser; Economic & Planning Systems

Subject: Mulberry Corridor Annexation Economic Analysis

Date: May 31, 2023

This memorandum provides an overview of the methodology used to analyze the fiscal impacts to the City of Fort Collins of the potential annexation of the unincorporated enclave along East Mulberry Street in Larimer County. The purpose of this memorandum is to document the approach and process Economic & Planning Systems (EPS), along with City of Fort Collins' Finance and Planning Departments, took to determine potential fiscal impacts on the City. The memorandum also contains the major phasing and qualitative findings of the analysis. Quantitative findings and outputs developed during the process are provided in separate presentations and council communications.

## Project Background

Over a period of time, the City has annexed multiple properties on the eastern edge of the city along the Mulberry Street corridor extending to I-25 which has created a large enclave of unincorporated Larimer County property. Per existing intergovernmental agreements (IGAs) between the City of Fort Collins and Larimer County, the creation of this enclave triggers a requirement for the City of Fort Collins to eventually annex all of the property in the enclave.

The requirement to undertake annexation prompted the City to develop an updated land use plan subarea plan for the Mulberry Corridor to provide guidance on land use and capital improvements needed and desired for the area. To support this effort and financial planning, the City retained EPS to create a fiscal model to estimate fiscal impacts of annexation including both one-time capital costs as well as ongoing operational costs.

*Economic & Planning Systems, Inc.*  
730 17th Street, Suite 630  
Denver, CO 80202-3511  
303 623 3557 tel  
303 623 9049 fax

Denver  
Los Angeles  
Oakland  
Sacramento

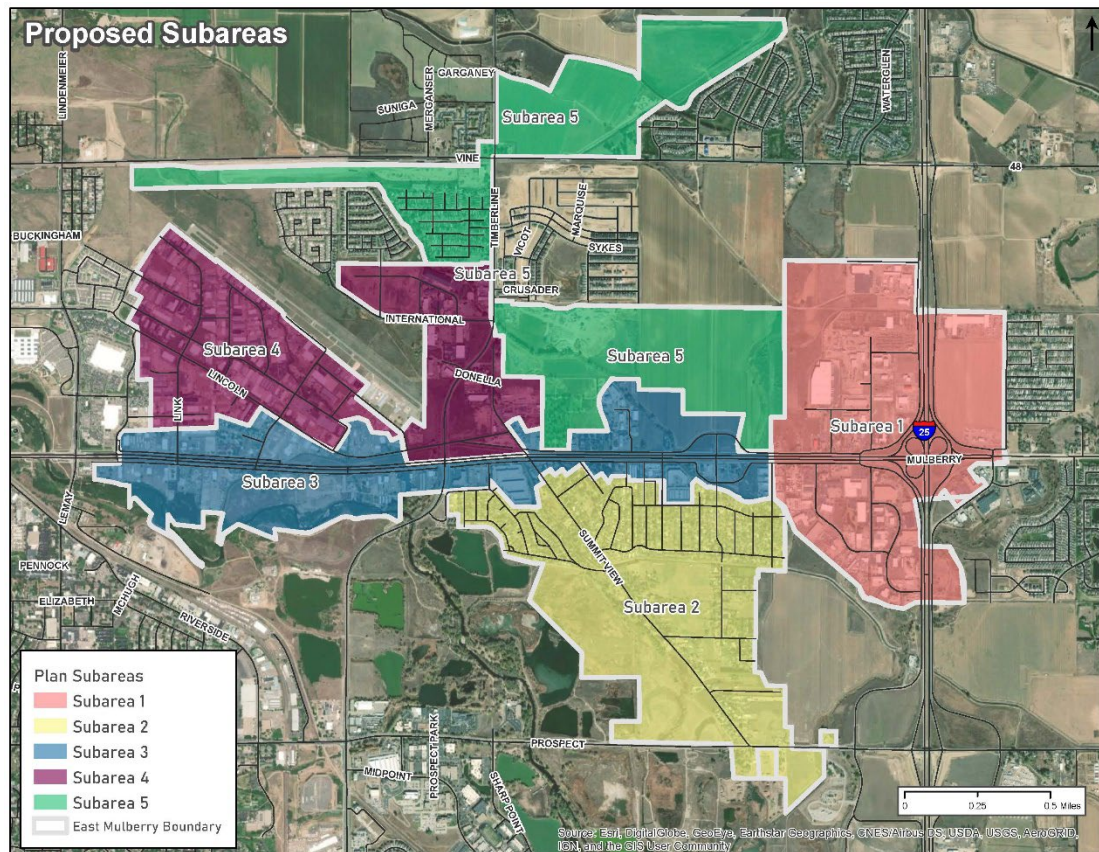


## Fiscal Impact Analysis Methodology

### Study Area Conditions and Inputs

The fiscal impact model was built to evaluate both existing properties and uses as well as potential future development within the Mulberry Street enclave. The Enclave Area is large and encompasses over 2,600 acres of private property on both sides of Mulberry Street roughly between Lemay Avenue (on the west) and just beyond the I-25 interchange (on the east). To address the size and varied development context in the enclave, the area was originally split into five subareas for the purpose of evaluating fiscal impacts, as shown in **Figure 1**. A subsequent sixth subarea was defined to address the formal annexation of a property (and related development) that was approved during the plan process. This development, Subarea 6, was part of the larger Subarea 5.

**Figure 1 Mulberry Enclave Subareas**



The annexation Enclave Area is currently home to a significant amount of residential, commercial and industrial development. There are currently 1,114 housing units and 4.8 million square feet of non-residential buildings. The area's population in 2020 was 3,557 people and contained 6,564 jobs within 508 businesses. The Enclave Area is split between existing, developed properties and vacant/under-developed properties that can support new buildings/uses. The area has 1,258 acres of private, developed acres and 1,409 acres of private, undeveloped acres, as shown in **Table 1**. The undeveloped properties in the enclave are estimated to have the potential to support an additional 3,950 housing units and 2.0 million square feet of non-residential development based on the future land use designations in CityPlan, the City's adopted comprehensive plan.

**Table 1 Existing Conditions and Future Growth Estimates**

Description	Subarea 1	Subarea 2	Subarea 3	Subarea 4	Subarea 5	Subarea 6	Total
<b>Demographics</b>							
<b>Existing Conditions</b>							
Housing Units	2	683	90	5	334	0	1,114
Non-Residential Square Feet	1,352,185	46,007	1,223,267	2,184,963	8,232	0	4,814,654
Jobs	1,380	122	1,553	3,410	82	17	6,564
Businesses	72	22	144	256	13	1	508
Persons Served	1,385	1,830	1,778	3,423	917	17	9,349
<b>Forecast New Development</b>							
Housing Units	236	383	136	382	2,036	773	3,946
Non-Residential Square Feet	1,179,065	13,988	219,509	360,723	0	225,031	1,998,316
Jobs	2,935	47	671	791	0	786	5,230
Businesses	227	4	52	61	0	61	405
Persons Served	3,525	1,004	1,012	1,745	5,090	2,719	15,094
<b>Future Conditions Total</b>							
Housing Units	238	1,066	226	387	2,370	773	5,060
Non-Residential Square Feet	2,531,250	59,995	1,442,776	2,545,686	8,232	225,031	6,812,970
Jobs	4,315	169	2,224	4,201	82	803	11,794
Businesses	299	26	196	317	13	62	913
Persons Served	4,910	2,833	2,790	5,168	6,007	2,736	24,443
<b>Streets (centerline miles)</b>							
Existing	5.5	15.1	12.2	13.5	0.0	0.0	46.3
New Roadway Estimate	0	0	0	0	10.2	3.9	14.0
Total	5.5	15.1	12.2	13.5	10.2	3.9	60.3
<b>Acreage</b>							
Developed	135.7	200.5	323.3	281.9	317.4	0.0	1,258.7
Vacant or Redevelopment	<u>381.3</u>	<u>198.5</u>	<u>241.3</u>	<u>283.3</u>	<u>228.0</u>	<u>76.9</u>	<u>1,409.3</u>
<b>Total</b>	<b>517.1</b>	<b>398.9</b>	<b>564.6</b>	<b>565.1</b>	<b>545.4</b>	<b>76.9</b>	<b>2,668.0</b>

Source: Economic & Planning Systems

The existing physical development and demographic conditions were estimated using a variety of data sources to get an accurate representation of current conditions. ESRI Business Analyst was used to determine demographic conditions, business counts, and employment totals. Larimer County assessor data was used to determine inventories of residential and non-residential buildings and existing assessed values of properties.

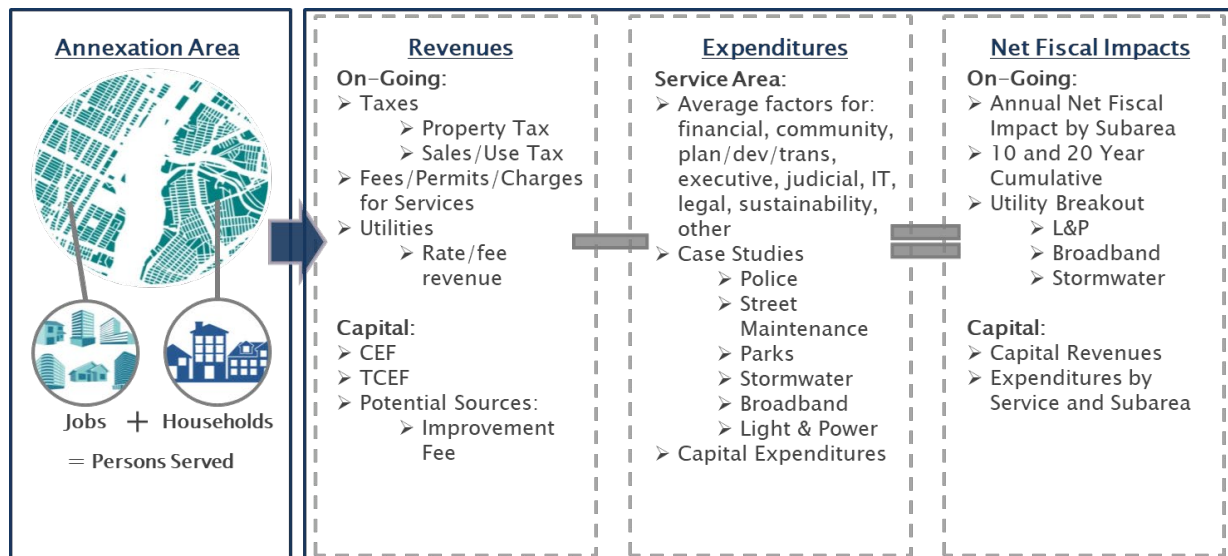
To estimate future development demand and related model inputs, EPS relied on its analysis completed within the City of Fort Collins' CityPlan process to estimate demand for future jobs and households in the community and Study Area. Current market data for the value of new development in Fort Collins using CoStar and other secondary data sources.

## Fiscal Model Methodology

### Overview

A summary of the fiscal model developed for the effort is provided below in **Figure 2**. The model estimates ongoing and capital expenditure impacts on the City's operating funds and utility services (Light and Power, Broadband, and Stormwater). The existing and estimated future jobs and households in the enclave area are used as the primary inputs to estimate costs and revenues. In the simplest terms, the estimated fiscal revenues generated in the Enclave Area for the City of Fort Collins General Fund and Utilities are compared to the estimated costs of service and capital expansion in the area. The result is an annual, ongoing net fiscal impact on the City and an estimate of total needed capital expenditures.

**Figure 2 Mulberry FIA Model Overview**



### **Revenues**

Revenues generated by the properties and uses in the enclave area were estimated for the General Fund and Utilities Funds providing service in the area. Ongoing, annual General Fund revenues include property tax, sales and use tax, and fees and charges for services that are directly tied to uses in the Enclave Area. For the utilities that will be provided in the area, the existing user rates and fees will be applied to the existing and estimated future development uses. In addition to the ongoing revenues, the revenues generated for capital improvements were estimated as well. The City of Fort Collins' Community and Transportation Expansion Fees (CEF and TCEF) were estimated based on forecast new development in the area. In addition, the City's utility providers also charge cost recovery fees to new developments that were estimated.

### **Expenditures**

To estimate expenditures, the model organized General Fund expenditures by the City's defined service areas. The City has 11 service areas that organize the services provided by the City under their General and Operating Funds.

The expenditures for service areas that have an indirect connection to the expansion of the city (e.g., one new resident doesn't equate to a proportional increase in cost for the City) were estimated using nexus and variability factors. These services include Financial Services, Community Services, Planning, Development and Transportation, Executive Services, Judicial Services, Legal Services, Information and Employee Services, and Sustainability Services.

#### Nexus Factors

Nexus factors are factors developed based on existing conditions in the City (e.g., number of residents) to estimate the cost of services from new jobs and residents. The most common nexus factor used to estimate expenditures for these services was Person Served. Persons Served is a summation of the total population and employees in the City and/or Study Area. The persons served factor reduces the number of employees added to the number of residents account for residents that both live and work in the city (and/or Enclave Area of the county) as to not double count. For most services, the current cost of providing the service was divided by the total persons served in the city to derive a per person served cost factor that is applied to new jobs or residents in the annexation area.

#### Variability Factors

A variability factor was then applied to each nexus factor to account for how directly a new resident of the city impacts the cost of that service. A variability factor of 0 to 100% was applied to each expenditure item in the City budget. Services that are directly impacted by new residents or jobs added to the city have a 100% variability factor, meaning the full cost of the service nexus factor is applied. Services that are indirectly impacted by expansion of the city have a smaller factor applied, in most cases estimated at 25%, which means only 25% of the service cost is applied to a new resident or job.

### Case Studies

Some of the service areas the City has require a "Case Study" to be developed to estimate the impacts of annexing a new property to the City. These services are the most impacted by new developments and have the most direct relationship between new jobs/residents and increased cost of service. Case studies were developed for police services, street maintenance, and parks within of the General Fund. Case studies were also conducted for the utilities that will be provided in the annexation area including stormwater, broadband, and light & power. Water and wastewater services are provided by the City of Fort Collins water and wastewater utility and are therefore not estimated as a City cost. Additionally, fire service is currently provided by the Poudre Valley Fire Protection District (PVFPD). The impacts on fire service are primarily related to the revenue generation approach, which is different for properties in the city versus properties in the unincorporated portion of the county. A planning level estimate was used to address the changes in revenue provided to PVFPD. A summary of the methodology used for each case study is provided below.

### **Fiscal Model Inputs and Assumptions**

The fiscal model utilizes several inputs and assumptions to estimate the impacts on the City's future fiscal health. These factors are used to estimate the rate and timing of new development, service providers, and capital expenditures. The inputs also include estimates for the types and value of new development. Lastly, the existing conditions within the city are used to drive model factors. The types of inputs used fit into three general categories: citywide conditions inputs, phasing and development timing assumptions, and development value and density assumptions.

#### ***Citywide Conditions Inputs***

Several citywide data points are used to derive model factors. A summary of the inputs used in the model and their data sources are shown below in **Table 2**. These inputs are based on actual conditions and would only change to reflect more current conditions, as necessary.



Table 2 Citywide Assumptions and Inputs

Description	Amount	Source	Link/Definition
<b>Demographic Factors</b>			
	<b>City of Fort Collins</b>		
Population	170,245	2019 American Community Survey 1-Year Estimates	
Households	70,831	2019 American Community Survey 1-Year Estimates	
Housing Units	72,603	2019 American Community Survey 1-Year Estimates	
Avg. HH Size: Single-Family	2.44	2019 American Community Survey 1-Year Estimates	
Avg. HH Size: Multifamily	2.09	2019 American Community Survey 1-Year Estimates	
Single-Family Housing Units	40,257	2019 American Community Survey 1-Year Estimates	
Attached Housing Units	12,135	2019 American Community Survey 1-Year Estimates	
Multifamily Housing Units	19,067	2019 American Community Survey 1-Year Estimates	
<b>Employment Factors (Employment w/ Space)</b>			
Total Employment	86,212	ESRI Business Analyst, 2020	
Retail/Restaurant Employment	20,294	ESRI Business Analyst, 2020, EPS Estimate	NAICS Codes 44-45, 722
Office Employment	42,496	ESRI Business Analyst, 2020, EPS Estimate	NAICS Codes 51, 52, 53, 54, 55, 56, 62, 81, 92
Industrial Employment	8,084	ESRI Business Analyst, 2020, EPS Estimate	NAICS Codes 23,31-33, 42, 48-49,
Accommodation/Entertainment	3,635	ESRI Business Analyst, 2020, EPS Estimate	NAICS Codes 71, 721
Education Employment	8,785	ESRI Business Analyst, 2020, EPS Estimate	NAICS Codes 61
Multiple Job Holdings (% of Total)	5.6%	Bureau of Labor Statistics, 2015	<a href="https://www.bls.gov/opub/mlr/2017/article/multiple-jobholding-in-states-in-2015.htm">https://www.bls.gov/opub/mlr/2017/article/multiple-jobholding-in-states-in-2015.htm</a>
Resident Workforce (% of Total)	44.6%	U.S. Census Bureau LEHD, 2018	<a href="http://onlinemap.ces.census.gov/">http://onlinemap.ces.census.gov/</a>
<b>Property Tax Factors</b>			
Mill Levy: City of Fort Collins	3.184	Note Mill Levy reduced by 67.5% to reflect passthrough to PFA	
Mill Levy: Poudre Valley Fire	10.639		
Res. Assessed Value (% of Total)	7.2%		
Comm. Assessed Value (% of Total)	29.0%		
Rate per \$___ of Assessed Value	\$1.000		
<b>Sales Tax Factors</b>			
General Fund	1.96%	Note Base Rate reduced to reflect Passthrough to PFA	
Pavement Maintenance	0.25%		
Capital Projects	0.25%		
Natural Areas	0.25%		
Keep Fort Collins Great	0.76%	Note Base Rate reduced to reflect Passthrough to PFA	
<b>Total</b>	<b>3.47%</b>		
<b>Other Factors</b>			
Persons Served (PS)	208,526	The total number of peak persons served (See Appendix for calculation)	
Lane Miles	1,976	Lane Miles maintained by the City of Fort Collins	

Source: Economic &amp; Planning Systems

### Development and Phasing Timing Assumptions

The fiscal model was built to dynamically model different scenarios for the timing of development in the enclave, the year in which annexation to the city occurs, and timing of when services and capital expenditures are needed in the area. These inputs and assumptions are based on EPS market forecasts and other inputs provided by City staff. These inputs, however, change based on the scenario being modeled and therefore are not documented in this memo. Dynamic model assumptions that can be modified by scenario include:

- Year of annexation,
- Year of construction of capital improvements,
- Adjustments to development fees, and
- Rate of new development (e.g., new units built per year)

### ***Development Value and Density Inputs***

The last group of inputs are specific to the estimated value and density of new development that is forecast to occur. These inputs were derived based on research conducted EPS and experience with estimating development capacity based on land use categories. These factors include the estimated value of new homes and non-residential buildings, the likely household size (i.e., people per housing unit) of new homes, the likely number of employees located in a new non-residential development, and lastly the density of new development (e.g., new units per acre or new non-residential development square feet per acre).

## **Model Case Studies**

The fiscal model contains seven case studies that estimate revenues and/or expenditures from annexation in the Enclave Area for specific revenue streams by service area. This section contains a summary of the approach taken to estimate impacts within each case study and findings/considerations regarding the phasing of annexation.

### **Police Services**

#### ***Existing and Future Conditions***

Mulberry Street in the City of Fort Collins continues east to become State Highway 14 starting at Riverside Avenue. The Colorado State Patrol (CSP) is responsible for safety and call responses related to activity on State Highway 14. The properties along SH 14 within the Enclave Area are provided public safety services by the Larimer County Sheriff's Office (LCSO). The LCSO currently assigns the equivalent of 6 full time officers to the area to address the current incident volume.

The Larimer County Sheriff's Office responded to 7,148 incidents in the Enclave Area in FY 2019-2020 driven by 3,013 calls for service and 4,135 officer-initiated incidents (e.g., pulling over a car for speeding). In addition, the Colorado State Patrol responded to 121 automobile accident collisions in the Enclave Area in 2020.

After annexation, the City of Fort Collins would be responsible for patrol and response to calls for service for the newly annexed areas. This new responsibility will also likely result in response/service needs related to automobile activity along Mulberry Street. The City of Fort Collins does not necessarily need to take control of Mulberry Street (from a street maintenance perspective) and/or to assume public safety services along SH-14 as long as it is still a state highway. However, it is possible the City may want to assume control of both maintenance/operations and public safety.

#### ***Modeling Approach***

The fiscal model originally operated on the assumption that the City will take over responsibility of the public safety needs in the Enclave Area in concert with annexation. To estimate costs, the current average cost per incident in the City of Fort Collins was used to estimate the annual cost to serve the area based on the current incident levels

along the roadway and the additional incidents generated by new development. The average cost per incident for the City is \$449, which was translated to a cost per new resident of \$319 annually.

### ***Annexation Findings/Considerations***

The provision of police services will have a substantial cost impact on the City once annexation occurs. Below are the major considerations identified in the study:

- The level of service the City of Fort Collins (e.g., officers assigned to the area) will likely be higher than what the Larimer County currently provides. Two levels of service were estimated in the model to assess costs at the current level of service and the City's desired future level of service.
- Later in the study process, Fort Collins Police Services provided a detailed estimate of staffing needs related to the annexation area for the effort. To mirror their likely staffing requirements based on annexation of any single subarea, a tiered approach to staffing requirements for officers was developed. The two assumptions used were that subareas with lower calls for service will trigger the need for half the estimated officer staffing requirements if annexed and areas with higher calls for service will trigger the need for the total number of officers forecasted to be needed. The result is that annexation of areas with high calls for services (Subareas 1 and 3) will trigger the need for the total estimate of officers needed to service the area, even without the annexation of the other subareas.
- The resulting demand for new officers and administrative staff is up to 35 new full-time equivalent (FTE) workers. Increasing the number of officers is a time sensitive endeavor. In order to service the area on Day 1 of annexation, the hiring of new officers is needed up to 18 months in advance of deployment to account of training.
- Based on the complexities and estimated costs of public safety provision to the enclave area currently and after annexation, it is likely that the City of Fort Collins will need to develop a phased, partnership approach to assuming responsibility of the area with the Larimer County Sheriff's Office and the Colorado State Patrol.

### **Street Maintenance**

#### ***Existing and Future Conditions***

The operations and maintenance of roadways in the Enclave Area is complicated with multiple parties involved similar to the Police Services Larimer County is currently responsible for (excluding SH-14 covered by the CSP) There are currently 46.3 lane miles of roadway in the enclave area in addition to State Highway 14. The condition and current maintenance responsibility for roadways in the enclave area varies greatly currently, which impacts the cost of service and the future level of service that can be provided.

### **Modeling Approach**

For the study purposes, four tiers of roadway types were developed based on the future maintenance the City is likely to take after annexation.

- **City Level of Service** - There are roadways that are currently compliant or near compliant with the City of Fort Collins' street standards. An estimated 18.5 lane miles fit within this category. These roadways are in good enough condition and match street standards, which will allow the City to maintain and operate them like other streets in the city. The annual cost per lane mile for these streets was estimated to be \$31,000.
- **County Level of Service** - There are an estimated 12 lane miles of roadways that do not match the City's standards and will likely be maintained to the County's current level of service after annexation. The County currently only provides surface maintenance to these roadways. The annual cost per lane miles for these streets was estimated to be \$15,500.
- **Special Improvement Districts** - An estimated 4.51 lane miles of roadways are part of existing special improvement districts that pay for maintenance of the roadways. The special improvement districts were put in place to generate revenue to maintain roadways beyond what the County is capable of currently. The properties and related roadways in the districts are assessed an additional property tax mill levy to generate funding for ongoing maintenance to a specified level of service. The assumption used is that these districts will remain in place after annexation.
- **Not Accepted Roadways** - There are 11.33 lane miles of roads in the enclave area that are currently that the City of Fort Collins will not accept responsibility primarily due to the condition and quality of the pavement of the roadways. These roadways are largely within existing county residential subdivisions in the area. These roadways would require the City of Fort Collins to perform complete rebuilds of the roadway in order to be able to maintain them long-term. The result is that these streets will not receive regular maintenance and will continue to deteriorate.

### **Annexation Findings/Considerations**

The following considerations were identified regarding street maintenance:

- The variable conditions of the roadways in the enclave area will result in a tiered approach to street maintenance by the City after annexation. This will mean that certain streets will receive a greater level of service than others in the area from the City, which may create concerns and complaints about equitable service provision, especially in relation to taxation, in the area.
- There are two options to consider for how the City address streets upon annexation, "Existing Conditions" or "Improved Service". The IGA for Larimer County related to the enclave annexation stipulates that the City will take over county roads in the area at their current level of service. There is a mixture of roads that are maintained at a level comparable to the City's standard, roads that are maintained to and designed at County standards, and roads that don't meet County standards and/or not maintained

by the County. The Existing Conditions option assumes the roads will remain at their status. The Improved Service option assumes that improvements will be made by the City in certain areas to bring more roadways to an improved level of service and design. These improvements are not defined yet.

- The other assumption option is specific to roads that are currently in too poor of quality for the City to be able to maintain at the County standard. For these roads there are two approaches to take upon annexation. The City can either pay for improvements or convert these roads to gravel roads and maintain them that way once they are in such a poor condition that this becomes necessary. A second approach would be for the property owners served by these roads to be a part of special improvement district that taxes them to bring the roads to the County or City standard and the maintain them going forward.
- The prospect of not-accepting roadways serving homes and businesses in the city after annexation also presents major equity issues and safety concerns. Creative solutions are needed to address the current condition and ongoing maintenance of these areas. Potential strategies identified in the study to address the issues above include formation of additional special improvement districts for not accepted roadways but would require property owner agreement. The existing SIDs could also be consolidated into a large, single SID that serves a large amount of roadway in the area, which may reduce overall costs for existing properties in SIDs, and any future properties that would need to be added to the single SID.

## **Parks**

### ***Existing and Future Conditions***

Currently there are no park facilities operated by the City or County within the study area. The City of Fort Collins Parks Master Plan identifies three future parks that will service residents in the Enclave Area. These parks are not currently fully designed, nor has the land been secured for them, so the location of the parks is yet to be determined and may fall outside of the Enclave Area but still be a part of the cost of serving the area. Therefore, future developments will be required to comply with City park standards for land dedication and/or community facility expansion fees.

### ***Modeling Approach***

The three parks planned to serve that area are assumed to be the responsibility of the annexation area to pay for ongoing maintenance and capital costs. Each new park is estimated to cost \$8 million, and that capital cost is associated with the subarea that it is in or closest to. In addition to the capital cost, the ongoing maintenance cost for the parks is estimated as an annual cost within the net general fund fiscal impact. The cost is estimated using a cost per acre maintenance factor (\$20,000 per acre) informed by current City budget for parks and the master plan.



### ***Annexation Findings/Considerations***

The following considerations related to parks were identified:

- It is worth considering whether it is fair to assign the capital and/or ongoing maintenance cost fully to the properties in the annexation area for the purposes of the modeling exercise. The reality is that the parks will likely be built in concert with new development projects and will serve other residents not living in the Enclave Area.
- It is also not required that a park be built in conjunction with the annexation of any portion of the Enclave Area. Annexation does not require the City to build any parks and take on additional park-related costs. Also, creative partnerships and grant opportunities may also be used to offset capital costs of construction of the parks, which will reduce the overall capital expenditures needed to be paid for by the City.

### **Stormwater**

#### ***Existing and Future Conditions***

Annexation will trigger the expansion of services by the City's stormwater utility. There are three main areas in the enclave where stormwater improvements are needed to address flooding risks, 1) the dry creek drainage that runs through Subarea 4, 2) the Cooper Slough/Box Elder drainage that runs through Subarea 1 and 3, and 3) the Poudre River area adjacent to Subarea 2. All three areas have identified capital improvements; however, annexation does not necessarily trigger the requirement to fund the needed capital improvements.

The City of Fort Collins would also assume control and management of existing stormwater improvements in the subarea upon annexation. The condition and unaddressed issues present in the current system are unknown. Upon annexation, the City would need to perform a one-time stormwater system cleanout to assess conditions to determine ongoing maintenance needs and any capital repairs that may be needed. This cleanout will be the first part of a 10-year cycle of cleanouts for the subarea. The cost of this one-time cleanout is estimated at \$1.7 million. The cost per subarea of the cleanout and the ongoing 10-year cycle costs are factored into the model.

#### ***Modeling Approach***

The fiscal model assumes that upon annexation a property will begin paying the City's stormwater fee that is based on per land square feet and use. The model also accounts for the one-time cleanout costs per subarea. There are 11 separate capital projects identified in the three areas mentioned above. These 11 projects total approximately \$38 million in cost. The fiscal model assumes these improvements will be made upon annexation of each subarea. There is the ability to change assumptions related to the number of years after annexation that the capital improvements in each subarea are built.

### ***Annexation Findings/Considerations***

The following considerations were identified for the stormwater system:

- The condition of the existing stormwater systems in the Enclave Area are largely unknown, especially until they can be cleaned out and assessed. It is possible that additional stormwater capital improvement needs would be needed.
- Stormwater capital projects in Subareas 1, 3 and 4 impact the development potential in portions of those subareas. The improvements in Subarea 4 related to the Dry Creek are needed to address existing flooding issues in the AirPark and impact the development areas possible on the former airport land. The improvements in Subareas 1 and 3 related to the Cooper Slough and Box Elder Creek are needed to address flooding issues including flooding caused by State Highway 14. Addressing the stormwater issues can help increase the developable land north of Mulberry Street.
- Annexation of any property in the Enclave Area would not require the construction of stormwater improvements, but ongoing flooding issues may create risks and greater costs for the City if not addressed.

### **Light and Power**

#### ***Existing and Future Conditions***

There are currently two electrical providers serving the enclave area, Xcel Energy and Poudre Valley Rural Electric Authority. Upon annexation, the City of Fort Collins' utility will begin providing service. The transition of service provision requires the City to purchase and take on responsibility for the existing power infrastructure in the area. In some cases, this infrastructure will need to be upgraded or replaced to meet the City's standards. The Light and Power Utility will issue debt to fund capital improvements needed to take over service areas. The debt will be repaid by increases in user rates (that would apply to all system customers, not just those in the Enclave Area) and through public improvement fee agreements generated by new developments.

The Light and Power Utility estimates that it will cost \$66 million to acquire existing infrastructure from the existing providers and will require additional capital cost of \$26 million to distribute power to the area, totally \$92 million in capital costs.

#### ***Modeling Approach***

The fiscal model assumes that existing and new residents and businesses will begin paying service rates upon annexation in concert with the take over the system infrastructure. The model assumes that the rate structure in place for ongoing service will generate an annual net positive impact on the utility, meaning the rates charge will cover the cost of service. The City's Light and Power utility provided annual estimates for service revenues and costs to incorporation into the model. The capital costs needed to take over electric service detailed above are assumed to be phased in based on the locations of annexation efforts by subarea.

The fiscal model was built to accommodate multiple approaches to building out the system. During the testing of scenarios, there were three options for provision. The first option was for L&P to develop a “proactive” program for capital expansion of the network to serve the enclave starting in the near term which will ensure all future connections to the system are subject to PIF agreements and is not necessarily tied to annexation phasing. This option may also allow the program to align with efforts to serve areas to the north (i.e., Montava). The second option was development of a capital expansion program that aligns directly with the timing of annexation phasing (with annexation). The last option was entitled “ad-hoc” where the network expansion programs will be developed for each specific subarea as annexation is contemplated.

### ***Annexation Findings/Considerations***

The following Light and Power considerations were identified:

- The City of Fort Collins is already anticipating the need to expand infrastructure and service on the city’s northeastern edges. The Montava development north of the Enclave Area will generate the need for substantial expansion of the system. It is assumed improvements to serve this area and other annexations north of the Enclave Area will be made expanding the system from the south along Timberline Road. The most efficient and cost-effective path for Light and Power to expand their system is to move from west/southwest to east/northeast.
- It may be possible to serve new customers in portions of the enclave area without building new infrastructure, specifically the western portion of the enclave.
- Light and Power would prefer for the City to annex larger development areas before they develop to assess public improvement fees that can help repay capital costs.

## **Broadband**

### ***Existing and Future Conditions***

The City of Fort Collins’ newly formed broadband utility is assumed to extend service to the enclave area upon annexation.

### ***Modeling Approach***

The expansion of Broadband was modeled with two possible assumptions. The first is the assumption that expansion of the network infrastructure is best done in connection with L&P expansion and therefore is tied to the L&P assumptions for timing. The second option is the “proactive” expansion of service to areas as they are annexed, which may or may not align with L&P or other infrastructure projects.

The ongoing revenues from broadband services are based on the expansion to the area to serve both new and future customers. Similar to Light and Power service, it is assumed and modeled that user rates will cover both the cost of system buildout and initial provisioning of service, as well as the ongoing cost of operations and maintenance of the infrastructure. However, the estimates are sensitive to the timing of the capital outlays and the speed at which customers are acquired. Costs and penetration take rates have

been based on updated estimates of the existing Citywide rollout of broadband services. The upfront capital expansion costs to serve the enclave area are estimated at approximately \$10 million.

### ***Annexation Findings/Considerations***

The following considerations for the broadband utility were identified:

- The cost capital expansion of broadband has the potential to be offset by proceeds from competitive state and federal grants.
- It is assumed that expansion of the broadband network into the enclave area would be done most efficiently in concert with expansion of the Light and Power infrastructure into the area.

## **Fiscal Model Phasing Findings**

The fiscal model analysis completed to date has generated a number of high-level findings that may impact future annexation decisions and phasing strategies.

- The subareas with the greatest potential for capturing new development, which are Subareas 1 and 5, produce the most benefit/least impact on ongoing City operations. All subareas generate a net negative fiscal impact on the City annually in most, if not all, scenarios. However, these areas have the lowest negative impact because new development in the areas is expected to generate revenues that can offset the costs of expansion of services to existing uses/properties.
- Major development projects that happen in the Enclave Area would likely create a motivation to annex the proposed development parcels and create a motivation to annex surrounding parcels. However, it may be more beneficial for the City to proactively annex potential future development areas in advance to actively encourage their development within the City and in conformance with CityPlan land use recommendations.
- The subareas that are largely built out and where little new development is expected (Subareas 2 and 4) tend to generate the greatest net negative fiscal impact. These areas generally have lower average property values and lower densities, which produce do not offset the operations costs to serve them. Also, the areas will not benefit from the support of capital expansion fee revenues generated by new development.
- It is generally more fiscally prudent and efficient for annexation and expansion of City infrastructure and services to occur in a west to east path. This approach allows for a more contiguous expansion of the city outward from the existing city limits towards the further eastern reaches of the enclave.
- The use of public financing tools (metro districts, public improvement districts, urban renewal) is likely needed to help fund and finance capital improvements in areas to reduce the fiscal burden on the City and its existing residents. These tools can help to

shift the cost of annexation onto the properties that will benefit from annexation reducing the overall increased burden on existing city residents. The use of public financing tools is most needed and appropriate where a substantial amount of development is likely to occur.



# Appendix D:

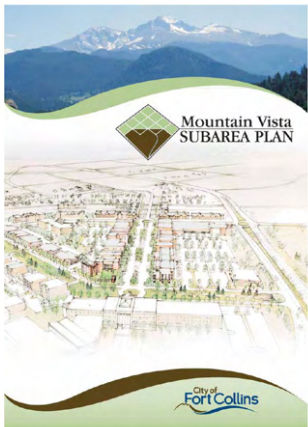
## Role of Subarea Plans

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## Appendix D: Role of Subarea Plans

In this updated plan, it is not only the hope to find new strategies for this corridor, but also to establish connectivity between the boundary and the existing subareas surrounding East Mulberry.

Below, information about the surrounding subareas is established as well as recommendations which should be considered to provide a cohesive nature between East Mulberry and the surrounding areas. The subareas focused on in this section are Mountain Vista, I-35, Downtown, Northside Neighborhood, and Prospect Streetscape subarea plans.

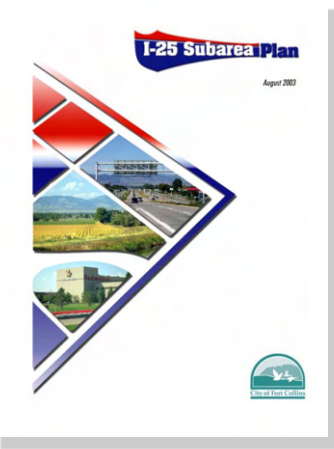


### Mountain Vista

Located North side of East Mulberry Boundary. Created September 15th, 2009. This plan reinvisioned the 1999 Mountain Vista plan. It looked to improve the aesthetic of the area and improve connectivity for residents and businesses. Furthermore, this plan looked to support different types of transportation such as, walkways, bicycle lanes, transit, etc. In addition, there was highlighted focus on preserving natural features as it overlooks the mountains and has an aesthetically pleasing layout.

#### Key Recommendations:

Provide a balance of business and retail with supporting residential. Create a complete transportation system. Enhance natural resources and drainage corridors. Improved Timberline roadway which travels South into the East Mulberry boundary.



### I-25 Subarea Plan

Located East side of East Mulberry Boundary. The I-25 Subarea Plan sought to produce a well-planned and mixed-use corridor along I-25. The plan looked to produce a subarea with respect to its open space that supports a commercial area with well-integrated residential housing. For businesses' within this area, the types look to mainly be commercial and employment centers.

#### Key Recommendations:

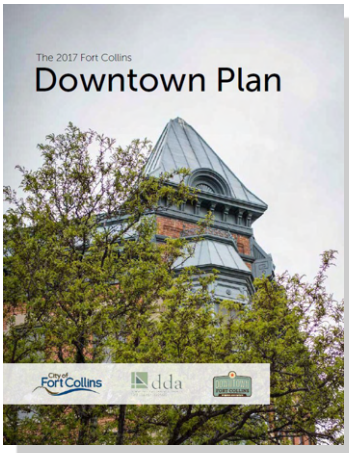
Recommended roadway network. Proposed 6 lane arterial along Mulberry St, Timberline Rd, and 4 lane arterials along Vine Dr and Prospect Rd. Improved bike and transit networks along Mulberry St, Vine Dr, and Timberline Rd.

## EXHIBIT A TO ORDINANCE NO. 162, 2023 **Downtown Plan**

Located West side of East Mulberry Boundary. Created in 2017. The 2017 downtown plan sought to improve a wide range of topics. Particularly urban design, transportation and parking, economy, environment, as well as management and maintenance.

### Key Recommendations:

Along Mulberry St and Lemay Ave, low through high potential for infill/ redevelopment. Bicycle lane improvements along Mulberry to give more accessibility to other types of transportation on a car-dominated road. Reduce traffic congestion along busy intersections including Mulberry and college, which could be carried over to other busy intersection in Mulberry (Ex. Mulberry and Timberline).

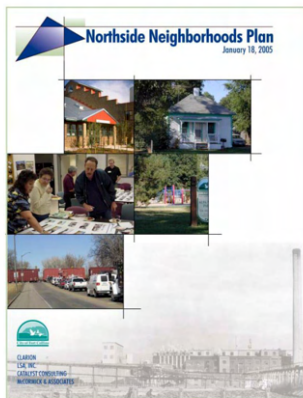


## **Northside Neighborhood Plans**

Located Northwest side outside of East Mulberry boundary. Created January 18th, 2005. Subareas adjacent to this plan were in development, however a plan for this area was made due to significant developments around which served as catalysts for this area's improvements and planning. Improved stormwater management, improved traffic conditions on Vine Dr and Lemay Ave, approved uses for vacant land, provide better public services, protect natural and historical areas here.

### Key Recommendations:

Improved traffic and road conditions on Vine Drive and Lemay Avenue which travel along East Mulberry's boundary. Stormwater maintenance and flood control along Poudre River and dry creek in this sub area which travels along and through East Mulberry. Specific improvements like stormwater retention ponds, ditches, etc.

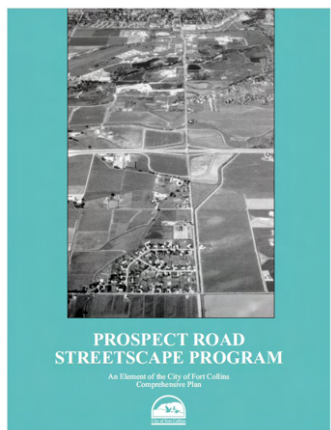


## **Prospect Road Streetscape Plan**

Located on Prospect Road, South of East Mulberry boundary. Created February 1993. This plan aimed to create future guidance for improvements to Prospect Rd. The goals of this plan were to improve road conditions while maintaining respect to the natural scenery along its path.

### Key Recommendations:

This plan sought to improve road conditions along Prospect as well as the intersection between the road and Timberline. Since these roads both travel through and along the corridor boundary, aligning with the conditions in the document are important for interconnectivity. In addition, the plan outlines improvements for bicycle and pedestrian ways along Prospect and the intersections along it (Timberline and Riverside).





December 5, 2023

## AGENDA ITEM SUMMARY

City Council



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### STAFF

James Reed, Transportation Operations Senior Manager  
Monica Martinez, FP&A Manager  
Heather N. Jarvis, Assistant City Attorney

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### SUBJECT

**First Reading of Ordinance No. 163, 2023, Appropriating Unanticipated Revenue in the Transportation Services Fund for “Work For Others” Program Expenses.**

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### EXECUTIVE SUMMARY

The purpose of this item is to appropriate \$700,000 in unanticipated revenue in the Transportation Services Fund received for work to be completed through the Planning, Development, and Transportation’s “Work for Others” program. This appropriation will be used for costs corresponding to the program and the generated revenue.

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### STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

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### BACKGROUND / DISCUSSION

The Planning, Development and Transportation (PDT) Department “Work for Others” program is a self-supported program for all “Work for Others” activities within the Streets and Traffic Departments, where these Departments contract with other City departments and divisions and external entities to provide convenient and cost-effective services such as patching, sweeping, and minor capital construction. Project expenses are incurred by PDT and then billed out to customers including other City departments and external entities. The program’s original budget of \$3,822,819 for this year was estimated based on scheduled projects and historical project levels. Due to increased customer demand, the Streets and Traffic Departments are anticipating unprecedented levels of traffic control, patching, and traffic signal projects resulting in the need for an additional \$700,000 in appropriated expenses. These expenses will be billed out to customers and offset by the resulting revenue.

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### CITY FINANCIAL IMPACTS

This Ordinance appropriates \$700,000 of unanticipated Transportation Services Fund revenues for work to be completed for various City departments and outside entities.

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### BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.



## **PUBLIC OUTREACH**

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None.

## **ATTACHMENTS**

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1. Ordinance for Consideration

ORDINANCE NO. 163, 2023  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
APPROPRIATING UNANTICIPATED REVENUE IN THE TRANSPORTATION SERVICES  
FUND FOR “WORK FOR OTHERS” PROGRAM EXPENSES

WHEREAS, the Planning, Development and Transportation Department operates a “Work for Others” program, whereby the Streets and Traffic Departments provide convenient and cost-effective services for City departments and divisions and for external entities and agencies; and

WHEREAS, through the Work for Others program, which is a self-supported program, the Planning, Development and Transportation Department incurs project expenses and then bills customers; and

WHEREAS, the original fiscal year budget for the Work for Others program was \$3,822,819, which was estimated based on scheduled projects and historical project levels; and

WHEREAS, due to increased customer demand, the Streets and Traffic Departments are anticipating unprecedented levels of traffic control, patching, and traffic signal projects; and

WHEREAS, the Streets and Traffic Departments seek an appropriation of an additional \$700,000 from the Transportation Services Fund to cover expenses that will be billed to customers and offset by the resulting revenue; and

WHEREAS, this appropriation benefits the public health, safety and welfare of the residents of Fort Collins by allowing the City to provide labor, material, and equipment for patching, sweeping, and minor capital construction, and this appropriation serves the public purpose of improving the condition of streets and minor capital construction infrastructure; and

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

WHEREAS, the City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated from the Transportation Services Fund and will not cause the total amount appropriated in the Transportation Services Fund to exceed the current estimate of actual and anticipated revenues to be received in that fund during any fiscal year.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That there is hereby appropriated from unanticipated revenue or other funds in the Transportation Services Fund the sum of SEVEN HUNDRED THOUSAND DOLLARS (\$700,000) to be expended in the Transportation Services Fund for Work for Others Program expenses.

Introduced, considered favorably on first reading, and ordered published this 5th day of December, 2023, and to be presented for final passage on the 19th day of December, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

Passed and adopted on final reading this 19th day of December, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

December 5, 2023

## AGENDA ITEM SUMMARY

City Council



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### STAFF

Victoria Shaw, FP&A Manager, Community Services  
Mike Calhoon, Parks Director  
Dean Klingner, Community Services Director  
Sara Arfmann, Assistant City Attorney

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### SUBJECT

**First Reading of Ordinance No. 164, 2023, Appropriating Prior Year Reserves for the Golf Enterprise.**

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### EXECUTIVE SUMMARY

The purpose of this item is to consider an appropriation of \$185,000 from golf reserves to the 2023 budget associated with the additional costs in golf related to higher revenues.

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### STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

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### BACKGROUND / DISCUSSION

Since 2019, Golf revenues have been growing at an average compound growth rate of 9% per year, excluding transfers and proceeds from Certificates of Participation (COPs). The heightened revenue is driven by increased patronage and participation in golf-related activities, demonstrating a positive trend in community engagement. The Golf Division acts as an enterprise and does not receive any ongoing subsidy from other City Funds, including the General Fund.

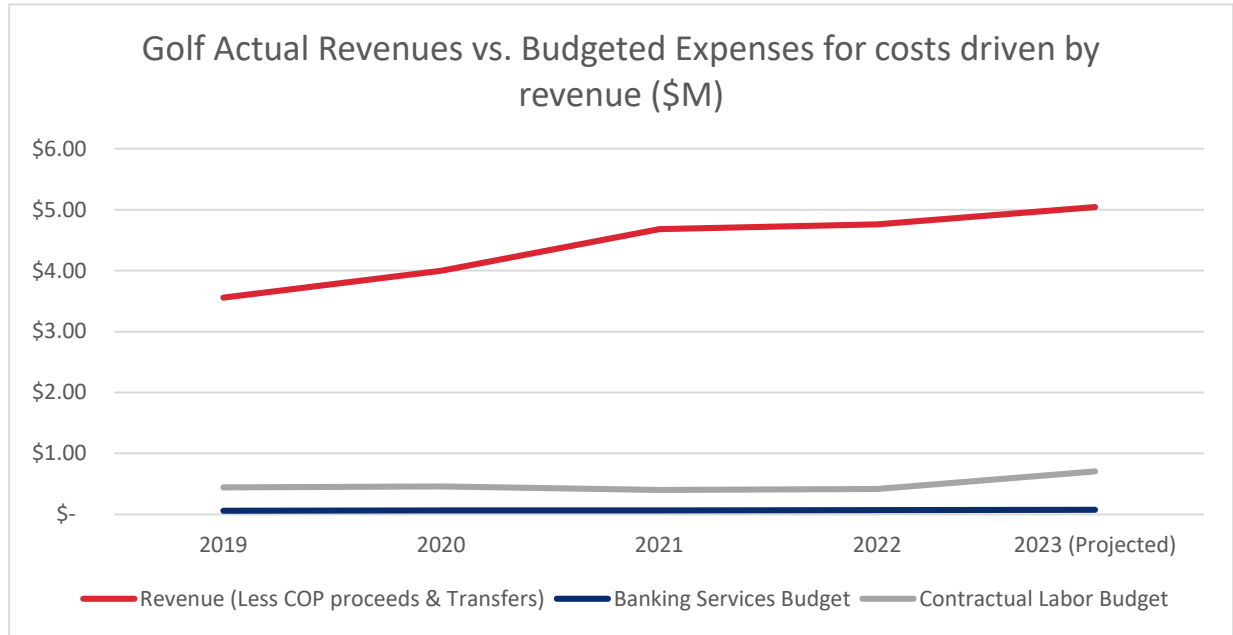
With the rise in revenue, the Golf division is experiencing heightened expenses which are directly linked to the revenue growth rate exceeding standard ongoing budget increases. These increased expenses include expenses for banking services, which are driven by credit card processing fees, and expenses for contractual labor, which are the reimbursements to the contracted golf professionals who operate the pro shops at each course for their share of the revenue. These activities are expected to incur a \$185,000 shortfall in budget vs. expenses for 2023 without additional appropriation. The adopted 2023 Budget included the anticipated annual true-up payment to the contracted golf professionals for the finalized 2022 fiscal year revenue. However, the true amount for that true-up exceeded the anticipated amount. As a result of the higher than anticipated 2022 true-up and the unanticipated heightened expenses throughout the 2023 fiscal year, staff is recommending prior year reserves to fund the shortfall.

Golf revenues are highly weather dependent. If recent trends continue for the remainder of the 2023 fiscal year, golf will surpass its annual revenue forecast by \$400,000. However, poor conditions in Q4 would

reduce that estimate. If there is an ending surplus for the 2023 fiscal year, that will be returned to reserves to replenish this appropriation.

Exhibit A shows the 5-year trend of Golf division revenue (excluding proceeds from COPs) alongside the 5-year trend in budget appropriated for revenue linked expenses. Approving this appropriation ordinance will correct the budget shortfall for 2023, and staff will monitor 2024 budgets for revisions throughout the year.

Exhibit A:



## **CITY FINANCIAL IMPACTS**

If adopted, this Ordinance will appropriate \$185,000 in Golf reserves for use within the Golf enterprise. Golf receives no ongoing subsidy from the General Fund.

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

None.

## **PUBLIC OUTREACH**

None.

## **ATTACHMENTS**

1. Ordinance for Consideration



ORDINANCE NO. 164, 2023  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
APPROPRIATING PRIOR YEAR RESERVES FOR THE GOLF ENTERPRISE

WHEREAS, the City created a fund to account for Golf activities under Section 8-79 of the City Code (“Gold Fund”); and

WHEREAS, on November 15, 2022, City Council adopted Ordinance No. 126, 2022, which set the budget for the Golf Fund for the fiscal year beginning January 1, 2023, and ending December 31, 2023; and

WHEREAS, the Golf Fund is expected to incur a \$185,000 shortfall for the current fiscal year due to increased expenses related to banking services and contractual labor; and

WHEREAS, in order to maintain the current golf services available to the public at City golf courses, City staff recommends using prior year reserves to fund the shortfall; and

WHEREAS, this appropriation benefits public health, safety and welfare of the citizens of Fort Collins and serves the public purpose of maintaining all current golf services to the public; and

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That there is hereby appropriated from prior year reserves in the Golf Fund the sum of ONE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$185,000) to be expended in the Golf Fund for the Golf Enterprise expenses.

Introduced, considered favorably on first reading and ordered published this 5th day of December, 2023, and to be presented for final passage on the 19th day of December, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

Passed and adopted on final reading this 19th day of December, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

December 5, 2023

## AGENDA ITEM SUMMARY

City Council



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### STAFF

Nina Bodenhamer, City Give Director  
Ryan Malarky, Assistant City Attorney

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### SUBJECT

**First Reading of Ordinance No. 165, 2023, Appropriating Prior Year Reserves and New Philanthropic Revenue Received through City Give for Various Programs and Services as Designated by the Donors.**

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### EXECUTIVE SUMMARY

The purpose of this item is to request an appropriation of \$11,968.53 in philanthropic revenue received through City Give. These miscellaneous gifts to various City departments support a variety of programs and services and are aligned with both the City's strategic priorities and the respective donors' designation.

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

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### STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

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### BACKGROUND / DISCUSSION

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

The City received several individual philanthropic donations supporting various departments totaling \$11,968.53 and these funds are currently unappropriated.

As acknowledged by Section 2.5 of the City's Fiscal Management Policy 2-Revenue approved by Council, the City Manager has adopted the City Give Financial Governance Policy to provide for the responsible and efficient management of charitable donations to the City.

These generous donations have been directed by the respective donors to be used by the City for designated uses within and for the benefit of City service areas and programs. These gifts represent a range of support for City programming and services: Open Streets, Art in Public Places Visual Arts, Forestry, Volunteers Services, and the Youth Golf Scholarship Fund.

## CITY FINANCIAL IMPACTS

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This Ordinance will appropriate \$11,969 in philanthropic revenue received through City Give for gifts to various City departments support a variety of programs and services. The donations shall be expended from the designated fund solely for the donor's directed intent:

From Prior Year Reserves:

Recreation Fund	\$ 150
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From New Philanthropic Revenue:

Cultural Services and Facilities Fund	\$ 1,500
General Fund	\$ 5,500
Transportation Services Fund	\$ 4,000
Golf Fund	\$ 819

The funds have been received and accepted per City Give Administrative and Financial Policy. The City Manager has also determined that these appropriations are available and previously unappropriated from the City funds in which they have been deposited and will not cause the total amount appropriated in those City funds to exceed the current estimate of actual and anticipated revenues and all other funds to be received in the General Fund during fiscal year 2023.

## BOARD / COMMISSION / COMMITTEE RECOMMENDATION

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Not applicable.

## PUBLIC OUTREACH

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Not applicable.

## ATTACHMENTS

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1. Ordinance for Consideration

ORDINANCE NO. 165, 2023  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
APPROPRIATING PRIOR YEAR RESERVES AND NEW PHILANTHROPIC REVENUE  
RECEIVED THROUGH CITY GIVE FOR VARIOUS PROGRAMS AND SERVICES AS  
DESIGNATED BY THE DONORS

WHEREAS, the City received in 2022 one donation of \$150 and in 2023 ten individual donations totaling \$11,819 to be used for various City programs and services, which donations are each \$5,000 or less; and

WHEREAS, the donors have directed these donations to be used solely by the City for certain designated uses; and

WHEREAS, as acknowledged by Section 2.5 of the City's Fiscal Management Policy 2 – Revenue approved by City Council, the City Manager has adopted the City Give Financial Governance Policy to provide for the responsible and efficient management of charitable donations to the City (the “City Give Policy”); and

WHEREAS, Section 52.2.C. of the City Give Policy authorizes the City Give Director to accept donations of \$5,000 or less for the City service area intended by the donor to be benefited and Section 52.2.D. of the City Give Policy similarly authorizes the City Manager to accept donations of more than \$5,000 up to \$100,000; and

WHEREAS, as so authorized, the City Give Director and City Manager have accepted for the benefited City service areas, as applicable, the donations to be appropriated in this Ordinance to be used solely as directed by each donor; and

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

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

WHEREAS, the City Manager has recommended the appropriations described in Sections 2 and 3 of this Ordinance and determined that the amount of each of these appropriations is available and previously unappropriated from the funds named in Sections 2 and 3 and will not cause the total amount appropriated in each such fund to exceed the current estimate of actual and anticipated revenues to be received in those funds during this fiscal year; and



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

WHEREAS, the City Council wishes to designate the appropriation herein for various City Give donations as an appropriation that shall lapse at the end of this fiscal year; and.

WHEREAS, these appropriations will serve the public purpose of providing additional revenue to each of the benefited service areas to aid them in accomplishing the public purposes for which each service area is established thereby benefiting the public's health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That there is hereby appropriated from the following funds these amounts of philanthropic revenue held in prior year reserves to be expended as designated by the donors:

Recreation Fund	\$ 150
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Section 3. That there is hereby appropriated from the following funds these amounts of philanthropic revenue received in 2023 to be expended as designated by the donors:

Cultural Services and Facilities Fund	\$ 1,500
General Fund	\$ 5,500
Transportation Services Fund	\$ 4,000
Golf Fund	\$ 819

Section 4. That the appropriations herein for various City Give donations are hereby designated, as authorized in Article V, Section 11 of the City Charter, as appropriations that shall lapse at the end of this fiscal year.

Introduced, considered favorably on first reading, and ordered published this 5th day of December, 2023, and to be presented for final passage on the 19th day of December, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

Passed and adopted on final reading this 19th day of December, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

December 5, 2023

## AGENDA ITEM SUMMARY

City Council



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### STAFF

JC Ward, Neighborhood Programs Manager  
Leo Escalante, Neighborhood Liaison  
Caryn Champine, PDT Director  
Brad Yatabe, Senior Assistant City Attorney

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### SUBJECT

**First Reading of Ordinance No. 166, 2023, Amending Chapters 18 and 26 of the Code of the City of Fort Collins Regarding Mobile Home Park Management and Livability.**

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### EXECUTIVE SUMMARY

The purpose of this item is to present Municipal Code updates related to the livability issues identified by residents, property managers, and owners of manufactured housing communities/mobile home parks in our community. This item also addresses analysis of unmet needs in the State of Colorado Mobile Home Park Oversight Program.

Staff's recommendation includes the following Code changes:

- Expansion of authorization to conduct inspections in mobile home parks to include not only the Building Official, but also Specially Commissioned Officers under the Chief of Police.
- Establishment of protection for use and installation of clotheslines by residents in mobile home parks in Section 18-6(g).
- Establishment of protection for use and installation of window-mounted air conditioning units or evaporative coolers on homes within mobile home parks in Section 18-6(h).
- Establishment of new water utility billing/rebilling transparency requirements for Fort Collins Utility mobile home park water customers including:
  - Require as a condition of mobile home park service from the City's water utility that a mobile home park customer directly provide a designated Specially Commissioned Officer, or authorize such Officer to obtain, a copy of any notice, correspondence, invoice, and water leak notice from the water utility within seven days of receipt in Section 18-7(c).
  - Require as a condition of mobile home park service from the City's water utility that a mobile home park customer participates in the continuous consumption water usage/leak notification system through Fort Collins Utilities in Section 18-7(c).
  - Authorize the City's water utility in serving a mobile home park to provide the designated Specially Commissioned Officer a copy of any notice, correspondence, invoice, and water leak notice sent to the mobile home park in Section 18-7(c). Add a cross-reference to these changes to Section 26-97 (water utility lines; general regulations).

- Acknowledge, as a condition of service, the designated Specially Commissioned Officer may exercise the power to audit and collaborate with the City's water utility to verify and maintain accuracy of water rebilling by the mobile home park.

## STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

## BACKGROUND / DISCUSSION

### Purpose and Intent

The goal of the amendments to Municipal Code regarding Mobile Home Management and Livability is to help create a safe and equitable environment for mobile home park ("MHP") residents in Fort Collins and advance Council and community priorities related to mobile home park residents' rights and neighborhood livability.

The City of Fort Collins is home to approximately 1,400 housing units in ten mobile home parks, also known in land use planning as "manufactured housing communities." One of the most affordable housing options in Fort Collins, mobile homes offer opportunities for purchasing or renting a single-family unit situated on privately-owned land. Because each housing unit is on property that is not usually owned by residents of the unit, these communities have a unique combination of neighborhood livability concerns and issues not addressed by the City's existing single-family or multi-family services. Livability standards enforced by City Code Compliance and Environmental Compliance have been handled differently in manufactured housing communities than in other neighborhoods throughout the City because of concerns with legal right-of-entry to inspect from private streets within the parks.

Residents of mobile home parks in Fort Collins may experience additional barriers to engagement with the City not seen with residents of other single-family neighborhoods. Mobile home parks in Fort Collins do not typically have Homeowners' Associations or Neighborhood Associations and are home to populations identified by the Communications & Public Involvement Office as "hard-to-reach" for public engagement, such as senior citizens, low English proficiency speakers, and low-income residents. The combined impact of unique issues associated with mobile home park livability and decreased efficacy of traditional public engagement strategies for residents creates a need for more diverse engagement opportunities to connect residents with City and community resources. Since 2019, a cross-departmental Residents' Rights Team began work to build relationships with mobile home park residents, owners, and managers; identify and address livability concerns; protect residents from retaliation and abuse; create consistent local investigation and enforcement processes for alleged Nuisance Code violations; promote the Colorado Mobile Home Park Oversight Program; and assist residents with community organizing.

MHP residents across Fort Collins and the Growth Management Area identified these specific priority livability issues to guide the Residents' Rights Team's work:

- Housing instability / fear of community closure
- Utility billing transparency (specifically water rebilling)
- Maintenance responsibilities (trees, amenity-upkeep, snow)
- Retaliation / harassment
- Frequent rent increases
- Evictions
- Safety (vehicle speeds, lighting)
- Restriction on home sales
- Availability of management
- Language equity
- Frequent rule changes

## Infrastructure conditions

Review of current Municipal Code, Nuisance and Building Code compliance processes, as well as public engagement activities revealed additional gaps in enforcement and a need to update and strengthen some Municipal Code provisions.

Additionally, Colorado Mobile Home Park Act Oversight legislation enacted in 2019 and updated in 2020 and 2022 combined with the 2020 Mobile Home Park Residents Opportunity to Purchase, create and strengthen resident protections statewide. Outreach to residents, managers, and MHP owners on changes at the state level and access to local resources is ongoing.

### City Policy Alignment

Enhancement of quality of life in neighborhoods and equitable access to City services and resources are well-supported by City core values, policies, and strategic outcomes. Additionally, City Council has identified manufactured housing preservation and protection of residents' rights as priorities. The Municipal Code amendments advance City efforts to enhance livability in manufactured housing communities as part of the moratorium on manufactured housing community redevelopment implemented in August 2019.

The following City Plan and Strategic Plan policies and objectives align with these proposed Code changes:

- *City Plan: Policy LIV 6.4 – Permanent Supply of Affordable Housing*  
Create and maintain an up-to-date inventory of affordable housing in the community. Pursue policy and regulatory changes that will encourage the rehabilitation and retention of affordable housing in perpetuity.
- *City Plan: Policy LIV 6.9 – Prevent Displacement*  
Build the capacity of homeowner groups, affordable housing providers and support organizations to enable the purchase, rehabilitation and long-term management of affordable housing. Particular emphasis should be given to mobile home parks located in infill and redevelopment areas.
- *City Plan: Policy LIV 7.4 – Equity Considerations*  
Include considerations for equity in decision-making processes across the City organization to ensure that the benefits and/or burdens of City actions or investments are shared fairly and do not disproportionately affect a particular group or geographic location over others.
- *Strategic Plan: Neighborhood Livability & Social Health Objective 1.1*  
Increase housing supply and choice and address inequities in housing to ensure that everyone has healthy, stable housing they can afford.
- *Strategic Plan: Neighborhood Livability & Social Health Objective 1.5*  
Enhance the quality of life and sense of belonging in neighborhoods by connecting neighbors to City services, building community, and fostering harmonious relationships.
- *Strategic Plan: Neighborhood Livability & Social Health Objective 1.8*  
Preserve and enhance mobile home parks as a source of affordable housing and create a safe and equitable environment for residents.



## Summary of Proposed Code Updates:

The primary elements of the of proposed City Code changes (highlighted text) include:

1. Propose as an amendment to City Code Section 18-2 to harmonize the definition of “Building Official” to be consistent with that term’s appearance in other sections of the City Code; and to define “Specially commissioned officer” to refer to officers specially commissioned under City Code Section 2-503(b)(2) to enforce provision of the City Code.
  - This change updates the definition of “Building Official” and more clearly indicates the right to entry and proactive inspection for Nuisance Code compliance in mobile home parks by Code inspectors from all departments across the City who serve as specially commissioned officers under the Chief of Police. Previous Code language could be interpreted as restricting access and authorization for access to mobile home park property to the Chief Building Official or the Building Services team. This proposed change would decrease inconsistent application of inspection and enforcement standards across all neighborhood types in the city and include mobile home parks in proactive inspection rotations.
2. Propose as an amendment to City Code Section 18-4(c) Right of Entry from “Building Official” to “Building Official or specially commissioned officer” for all instances in this subsection.
  - The expansion of authority in right of entry onto mobile home park property to include “specially commissioned officer” as well as the “Building Official” more clearly indicates the right to entry and proactive inspection for Code compliance in mobile home parks by Code inspectors from all departments across the City who are specially commissioned by the Police Chief to enforce provisions of the City Code. This change aligns with the rationale stated above for changes to Sec. 18-2.
3. Propose as an addition to City Code Section 18-6(g)
 

“No person shall create, cause to be created, enforce or seek to enforce any provision contained in any restrictive covenant which has the effect of prohibiting the installation or use of clothes lines in mobile home parks.”

  - The proposed addition improves neighborhood livability and affordability in mobile home parks and supports City climate goals in this response to an identified issue with bans on clothes lines in some mobile home parks in Fort Collins. Current Code language (Sec. 12-122) that protects the installation and use of clothes lines in backyards excludes mobile home park lots from this protection, as they have no “backyard”.
4. Propose as an addition to City Code Section 18-6(h)
 

“No person shall create, cause to be created, enforce or seek to enforce any provision contained in any restrictive covenant which has the effect of prohibiting the installation or use of window-mounted air conditioning units or evaporative coolers in mobile home parks.”

  - The proposed addition improves affordability in mobile home parks and livability in individual units by protecting options for whole house cooling. This change supports City climate, energy efficiency, and indoor air quality goals in this response to an identified issue with bans on window-mounted air conditioning units and evaporative (“swamp”) coolers in some mobile home parks in Fort Collins. Energy usage for evaporative coolers is much lower than central air conditioning for mobile homes in this region. Window-mounted air conditioning units provide a lower cost way to cool homes or add a cooling option to homes without any air conditioning. These units also filter air entering the home, making them excellent alternatives to opening windows for relief from high indoor temperatures during adverse air quality conditions.
5. Propose as an addition to City Code Section 18-7(c) a reference specially commissioned officers’ authority to intervene in utility rebilling activities, based on access to information from the Fort Collins Utilities’ water utility under administrative rules of service.

“Transparency in water use, billing, and leak mitigation efforts. Based on utility rebilling information obtained from the Fort Collins Utilities’ water utility, a specially commissioned officer designated by the Community Development and Neighborhood Services Director may notify a mobile home park of any billing discrepancies and may provide thirty (30) days for the mobile home park to correct any overcharge or billing discrepancy. Any overcharge must be credited to the resident in the next billing cycle.

As a condition of water utility service from Fort Collins Utilities, every mobile home park shall provide the designated specially commissioned officer with or authorize such officer to obtain any notice, correspondence or invoice from the water utility that documents the total volume of water consumed by the mobile home park during the previous billing period, the cost billed by the water utility to the mobile home park during the previous billing period and any notice of potential leak in the water supply within the mobile home park.

- (1) Mobile home parks shall disclose such notices, correspondence, or invoices from the water utility to the designated specially commissioned officer within fourteen (14) days of the date of the notices, correspondence, or invoices, or seven (7) days after receipt, whichever is earlier. When the mobile home park customer does not directly provide such information within this timeline, the water utility shall be authorized to share such information with the designated specially commissioned officer.
  - (2) Mobile home parks and the water utility may redact sensitive personal identifying information and financial institution account information from such notices, correspondence, or invoices prior to disclosure to the designated specially commissioned officer.
  - (3) As a condition of mobile home park service, mobile home parks that are water customers of Fort Collins Utilities are required to participate in any available continuous consumption water usage/leak notification system through Fort Collins Utilities.
  - (4) Fort Collins Utilities may provide the designated specially commissioned officer all notices, correspondence or invoices provided to a mobile home park upon request, excepting redaction under above subsection-(c)(2).
  - (5) The designated specially commissioned officer may notify the mobile home park of any billing discrepancies and may provide thirty (30) days for the mobile home park to correct any overcharge or billing discrepancy. Any overcharge must be credited to the resident in the next billing cycle.”
- The addition of this Code subsection and administrative policy target is improved auditing and communication functions related to accuracy of rebilling for water by the mobile home park by allowing access to non-financial water billing data, leak notices, and correspondence from both the water utility provider and mobile home park owner by City staff outside of Fort Collins Utilities, limited to the Community Development and Neighborhood Services Director and/or their duly authorized representative.
  - If, through the auditing process, a water rebilling discrepancy from the mobile home park to the residents or suspected failure of the mobile home park to notify residents of leaks in the park’s private water infrastructure are discovered or suspected, enforcement would be turned over to the Colorado Mobile Home Park Oversight Program (“MHPOP”). Beginning July 1, 2024, local government entities and staff can file complaints related to the Colorado Mobile Home Park Oversight Act.
  - The intent of this addition to the Code is to quickly review and resolve water rebilling and leak notification complaints at the local level where information and tools are already available. Faster resolution benefits residents, who may be overcharged for water for months before the state’s MHPOP begins investigation of their complaint, conservation of potable water by identifying and addressing leaks, and all mobile home parks in Fort Collins by filtering out unfounded complaints to MHPOP.

- o. Propose as an addition to City Code Section 26-97, a reference to these additional water utility rules and regulations now found in Section 18-7(c).

### **Water Rebilling and Customer Service**

Because the mobile home park is the water utility customer, residents of MHPs and City staff outside of Fort Collins Utilities are not currently allowed to review water bills from water utility providers for the mobile home park due to customer privacy policies. Customer service staff for Utilities are also not allowed to discuss the mobile home park's bill with residents when they call with questions or concerns about the amount of their water bill (as it is rebilled from the MHP and not directly billed from the water utility provider). Due to the potential staff time, associated costs for the service, and lack of access to private water rebilling records, staff has determined that it is unduly burdensome for water utility providers to take on auditing functions of residents' rebilled water charges. Water utility providers also lack an enforcement mechanism in the event that a discrepancy was discovered in the MHP water rebilling. The Mobile Home Park Residents' Rights Team in CDNS has regular contact with residents, receives frequent documentation from residents of their water bills from the park owner, and closely follows changes to the state's mobile home park laws and administrative processes putting that team in a position to effectively carry out the auditing functions for water rebilling.

### **Leak Notices/Continuous Consumption of Water**

A similar issue exists with continuous consumption notices from water utility providers. Currently these notices, which indicate water leaks, are a voluntary opt-in program for mobile home parks. Because the residents are not the water utility customer, they do not receive these notices from the water utility although they ultimately pay the cost for excess water lost to leaks in the park's private water infrastructure.

Statute requires MHPs to notify all residents and homeowners of water leaks in the system within 24 hours of their receipt of a leak notice and bans MHPs from charging residents for the cost of water lost to leaks in their infrastructure. This resident protection can only be implemented upon notice from the water utility to the MHP. Because only the mobile home park receives leak notices, the residents currently have no practical way to know if there is a violation of this protection, which would trigger enforcement measures. The Utilities Water Conservation Team lacks enforcement mechanisms in the event that continuous consumption of water is occurring in a mobile home park for which residents are being rebilled.

Continuous consumption of water due to leaks in private MHP infrastructure impacts the City's water conservation goals and ultimately all Utilities rate payers. Mobile home park owners currently have no financial incentive to detect or repair leaks (and may actually be incentivized not to participate in water conservation programs like leak notices since notice of the issue shifts the cost from residents to the mobile home park owner).

### **Proposed Solution**

The City's Mobile Home Park Residents' Rights Team is familiar with the state-level protections and enforcement options related to inaccurate, retaliatory, and/or non-compliant water rebilling. This Team also has been working relationships with mobile home park managers and residents, an interest in the affordability impacts of inaccurate water rebilling and unrepaired leaks, and a commitment to serve as a central hub for local MHP resident issues, but currently lacks the tools to address one of the most common complaints from MHP residents by verifying the accuracy of water rebilling.

The proposed Code changes would require the City's water utility and mobile home park owner to disclose redacted invoices/bills, correspondence, and notices to a designated Specially Commissioned Officer, who participates in the Mobile Home Park Residents' Rights Team. Requiring these redacted disclosures still provides customer privacy protections for the water utility customer while also giving CDNS staff adequate information to investigate resident claims of inaccurate water rebilling and charges for water infrastructure leaks.

Currently, the only remedy available to residents with claims of water rebilling inaccuracy or unrepaired water infrastructure leaks is to file a complaint with the state's Mobile Home Park Oversight Program ("MHPOP"). Complaints filed with MHPOP typically take several months to a year to investigate and often require subpoenas for water utility communications to facilitate their investigation. During the MHPOP investigation, MHP residents continue to pay for water costs, even those ultimately determined to be inaccurate. Equipping the local MHP Residents' Rights Team with the tools to investigate water rebilling complaints will resolve the issues much faster and potentially cost residents less.

### **CITY FINANCIAL IMPACTS**

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Adoption of these Code changes will not have a significant impact on City resources.

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

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Not applicable.

### **PUBLIC OUTREACH**

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Targeted outreach was conducted with managers, owners, and residents of the City's existing manufactured housing communities, as well as consultation with local partner organizations who provide information and services to manufactured housing residents. A survey was conducted and marketed to MHP residents and community partner organizations. Finally, proposed Code changes were posted to <https://www.fcgov.com/neighborhoodservices/mobile-home-park-communities> webpage in the months leading up to the First Reading and included options for stakeholders to submit comments, questions, and feedback.

### **ATTACHMENTS**

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1. Ordinance for Consideration
2. Summary of Proposed Municipal Code Changes in English and Español

ORDINANCE NO. 166, 2023  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AMENDING CHAPTERS 18 AND 26 OF THE CODE OF THE CITY OF FORT COLLINS  
REGARDING MOBILE HOME PARK MANAGEMENT AND LIVABILITY

WHEREAS, there are ten mobile home parks containing approximately 1,400 housing units within the City; and

WHEREAS, mobile home parks are one of the most affordable housing options in the City and are an important source of housing; and

WHEREAS, Chapter 18 of the City Code sets forth standards for the continuing maintenance of mobile home parks in a healthy and safe manner; and

WHEREAS, to enhance the safety and livability of mobile home parks, Chapter 18 of the City Code is amended by the Ordinance to expand the authorization of City staff to conduct inspections, protect use of clotheslines and window mounted cooling devices, and increase transparency for water billing and rebilling; and

WHEREAS, the amendment to Chapter 26 of the City Code adds a reference to the changes to Chapter 18 regarding increased transparency for water billing and rebilling; and

WHEREAS, the amendments to Chapters 18 and 26 of the City Code are in furtherance of *City Plan* and the *Housing Strategic Plan* and are in the best interests of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That Section 18-2 of the Code of the City of Fort Collins is hereby amended to read as follows:

**Sec. 18-2. Definitions.**

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section:

*Building Official* shall mean the ~~Director of Building and Zoning or~~ Building Official, appointed pursuant to Chapter 5 of this Code or their duly authorized representative.

...

*Specially commissioned officer* shall mean a specially commissioned officer of the City appointed by the Chief of Police pursuant to Section 2-503(b)(2) of this Code who is authorized by law to



enforce provisions of this Code with regards to animal control, weed control, rubbish and debris, building safety, unsanitary conditions, inoperable vehicles, stormwater and wastewater runoff and any other condition that negatively impact the health, safety and welfare of mobile home park residents.

...

*Water utility*, under this chapter only, shall mean the City of Fort Collins water utility.

Section 3. That Section 18-4 of the Code of the City of Fort Collins is hereby amended to read as follows:

**Sec. 18-4. Inspections.**

...

(c) *Compliance Inspections.* To the maximum extent permissible under law In addition to the foregoing, the Building Official and any specially commissioned officers is are hereby authorized, empowered and directed to make such other inspections as are necessary, from time to time, to determine satisfactory compliance with this Chapter and the regulations issued hereunder.

(d) *Right of Entry.* Whenever necessary to make an inspection to enforce any of the provisions of this ChapterCode, or whenever the Building Official or specially commissioned officers have has reasonable cause to believe that there exists in any mobile home, mobile home lot or mobile home park any condition or violation which makes such mobile home, lot or park unsafe, dangerous or hazardous, the Building Official or specially commissioned officers may, at his or her their discretion and to the maximum extent permissible under law, enter such mobile home, lot or park at all reasonable times to perform any inspection or other duty imposed upon the Building Official or specially commissioned officers by this ChapterCode. If such mobile home or mobile home lot is occupied, the Building Official or specially commissioned officers shall first present proper credentials and request entry. If such mobile home or mobile home lot is unoccupied, the Building Official or specially commissioned officers shall first make a reasonable effort to locate the owner or other persons having charge or control of the mobile home or premises and request entry. If such entry is refused, the Building Official or specially commissioned officers shall have recourse to every remedy provided by law to secure entry.

...

Section 4. That Section 18-6 of the Code of the City of Fort Collins is hereby amended to read as follows:

**Sec. 18-6. Mobile home park management**

...

(g) *Clothes Lines.* No person shall create, cause to be created, enforce or seek to enforce any provision contained in any restrictive covenant which has the effect of prohibiting the installation or use of clothes lines in mobile home parks.

(h) *Cooling Devices.* No person shall create, cause to be created, enforce or seek to enforce any provision contained in any restrictive covenant which has the effect of prohibiting the installation or use of window-unit air conditioners or evaporative coolers in mobile home parks.

Section 5. That Section 18-7 of the Code of the City of Fort Collins is hereby amended to read as follows:

**Sec. 18-7. Park utilities and fire protection.**

...

(c) *Transparency in water use, billing, and leak mitigation efforts.* Based on utility rebilling information obtained from the Fort Collins Utilities' water utility, a specially commissioned officer designated by the Community Development and Neighborhood Services Director may notify a mobile home park of any billing discrepancies and may provide thirty (30) days for the mobile home park to correct any overcharge or billing discrepancy. Any overcharge must be credited to the resident in the next billing cycle.

As a condition of water utility service from Fort Collins Utilities, every mobile home park shall provide the designated specially commissioned officer with or authorize such Officer to obtain any notice, correspondence or invoice from the water utility that documents the total volume of water consumed by the mobile home park during the previous billing period, the cost billed by the water utility to the mobile home park during the previous billing period and any notice of potential leak in the water supply within the mobile home park.

(1) Mobile home parks shall disclose such notices, correspondence, or invoices from the water utility to the designated specially commissioned officer within fourteen (14) days of the date of the notices, correspondence, or invoices, or seven (7) days after receipt, whichever is earlier. When the mobile home park customer does not directly provide such information within this timeline, the water utility shall be authorized to share such information with the designated specially commissioned officer.

(2) Mobile home parks and the water utility may redact sensitive personal identifying information and financial institution account information from such notices, correspondence, or invoices prior to disclosure to the designated specially commissioned officer.

(3) As a condition of mobile home park service, mobile home parks that are water customers of Fort Collins Utilities are required to participate in any available continuous consumption water usage/leak notification system through Fort Collins Utilities.

(4) Fort Collins Utilities may provide the designated specially commissioned officer all notices, correspondence or invoices provided to a mobile home park upon request, subject to redaction under above Subsection (c)(2).

(5) The designated specially commissioned officer may notify the mobile home park of any billing discrepancies and may provide thirty (30) days for the mobile home park to correct any overcharge or billing discrepancy. Any overcharge must be credited to the resident in the next billing cycle.

Section 6. That Section 26-97 of the Code of the City of Fort Collins is hereby amended to read as follows:

**Sec. 26-97. Water service lines; general regulations.**

...

(d) *Mobile Home Park Service.* Specific rules regarding mobile home park rebilling for water services are set forth in Section 18-7(c).

Introduced, considered favorably on first reading and ordered published this 5th day of December, 2023, and to be presented for final passage on the 19th day of December, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

Passed and adopted on final reading this 19th day of December, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

## Attachment – Summary of Proposed Code Changes

Proposed changes are in **red**. Black text is already established City Code.

### Sec. 18-2. - Definitions.

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section:

Building Official shall mean the **Building Official, appointed pursuant to Chapter 5 of this Code or their duly authorized representative.**

**Specially commissioned officer shall mean a specially commissioned officer of the City appointed by the Chief of Police pursuant to Section 2-503(b)(2) of this Code who is authorized by law to enforce provisions of this Code with regards to animal control, weed control, rubbish and debris, building safety, unsanitary conditions, inoperable vehicles, stormwater and wastewater runoff and any other condition that negatively impact the health, safety and welfare of mobile home park residents.**

**Water utility, under this chapter only, shall mean the City of Fort Collins water utility.**

### Sec. 18-4. - Inspections.

- (a) Installation Inspections Required. No mobile home installed after the effective date of this Chapter shall be occupied without first having been inspected for conformance with the applicable standards specified in this Chapter and a certificate of inspection issued therefor by the Building Official. Nothing herein shall preclude a preliminary inspection of any mobile home prior to installation on a mobile home lot for assessment of conformance with this Chapter as far as such inspection may reveal. An inspection fee of twenty-five dollars (\$25.) shall be paid prior to the performance of any inspection pursuant to this Subparagraph; and, with regard to preliminary inspections, all costs to the City to accomplish such inspection shall also be paid prior to such inspection.
- (b) Mobile Home Rental Unit Inspection. No mobile home rental unit existing at the time of the effective date of this Chapter or thereafter shall be occupied without first having been inspected for conformance with the applicable standards specified in this Chapter and a certificate of inspection issued therefor by the Building Official. Every existing mobile home rental unit shall be inspected within sixty (60) days of the effective date of this Chapter, and every mobile home rental unit installed thereafter shall be so inspected within sixty (60) days after installation. Reinspection of mobile home rental units shall occur at least once every five (5) years; and upon such inspection, the Building Official shall issue a certificate of reinspection upon a finding of conformance with the applicable standards specified in this Chapter.
- (c) Compliance Inspections. **To the maximum extent permissible under law,** the Building Official **and any specially commissioned officers** are hereby authorized, empowered and directed to make such other inspections as are necessary, from time to time, to determine satisfactory compliance with this Chapter and the regulations issued hereunder.

- (d) Right of Entry. Whenever necessary to make an inspection to enforce any of the provisions of this Code, or whenever the Building Official or specially commissioned officers have reasonable cause to believe that there exists in any mobile home, mobile home lot or mobile home park any condition or violation which makes such mobile home, lot or park unsafe, dangerous or hazardous, the Building Official or specially commissioned officers may, at their discretion and to the maximum extent permissible under law, enter such mobile home, lot or park at all reasonable times to perform any inspection or other duty imposed upon the Building Official or specially commissioned officers by this Code. If such mobile home or mobile home lot is occupied, the Building Official or specially commissioned officers shall first present proper credentials and request entry. If such mobile home or mobile home lot is unoccupied, the Building Official or specially commissioned officers shall first make a reasonable effort to locate the owner or other persons having charge or control of the mobile home or premises and request entry. If such entry is refused, the Building Official or specially commissioned officers shall have recourse to every remedy provided by law to secure entry.
- (e) Owner Access. It shall be the duty of every occupant of a mobile home lot to give the owner thereof or his or her agent or employee access to any part of such mobile home lot at reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with this Chapter and the regulations issued hereunder, or with any lawful order issued pursuant to the provisions of this Chapter.

#### Sec. 18-6. - Mobile home park management

...

- (g) No person shall create, cause to be created, enforce or seek to enforce any provision contained in any restrictive covenant which has the effect of prohibiting the installation or use of clothes lines in mobile home parks.
- (h) No person shall create, cause to be created, enforce or seek to enforce any provision contained in any restrictive covenant which has the effect of prohibiting the installation or use of window-unit air conditioners or evaporative coolers in mobile home parks.

#### Sec. 18-7. - Park utilities and fire protection.

- “(a) Park Utilities. Every mobile home park shall be provided with water, sewer, electric and, where available, gas utilities. Such utilities shall be designed and installed with appropriate distribution systems supplying each mobile home lot in accordance with the plumbing, mechanical and electrical codes as adopted by the City. All mobile home sewer connections shall be watertight, and all cross-connections in the potable water distribution system supplying all mobile homes shall be eliminated. Every mobile home frame shall be electrically grounded by means of an approved metallic water pipe ground or approved ground rod. Every mobile home shall be supplied with electricity by a service outlet rated at one hundred twenty/two hundred forty (120/240) volts alternating current (AC) and not less than fifty (50) amperes. Such service outlets shall be located not more than twenty-five (25) feet from the mobile home.
- (b) Mobile Home Park Fire Protection. Every mobile home park shall be provided with fire protection water supply, fire hydrants and fire department access as specified in the City fire code.



(c) Transparency in water use, billing, and leak mitigation efforts. Based on utility rebilling information obtained from the Fort Collins Utilities' water utility, a specially commissioned officer designated by the Community Development and Neighborhood Services Director may notify a mobile home park of any billing discrepancies and may provide thirty (30) days for the mobile home park to correct any overcharge or billing discrepancy. Any overcharge must be credited to the resident in the next billing cycle.

As a condition of water utility service from Fort Collins Utilities, every mobile home park shall provide the designated specially commissioned officer with or authorize such officer to obtain any notice, correspondence or invoice from the water utility that documents the total volume of water consumed by the mobile home park during the previous billing period, the cost billed by the water utility to the mobile home park during the previous billing period and any notice of potential leak in the water supply within the mobile home park.

- (1) Mobile home parks shall disclose such notices, correspondence, or invoices from the water utility to the designated specially commissioned officer within fourteen (14) days of the date of the notices, correspondence, or invoices, or seven (7) days after receipt, whichever is earlier. When the mobile home park customer does not directly provide such information within this timeline, the water utility shall be authorized to share such information with the designated specially commissioned officer.
- (2) Mobile home parks and the water utility may redact sensitive personal identifying information and financial institution account information from such notices, correspondence, or invoices prior to disclosure to the designated specially commissioned officer.
- (3) As a condition of mobile home park service, mobile home parks that are water customers of Fort Collins Utilities are required to participate in any available continuous consumption water usage/leak notification system through Fort Collins Utilities.
- (4) Fort Collins Utilities may provide the designated specially commissioned officer all notices, correspondence or invoices provided to a mobile home park upon request, subject to redaction under above subsection-(c)(2).
- (5) The designated specially commissioned officer may notify the mobile home park of any billing discrepancies and may provide thirty (30) days for the mobile home park to correct any overcharge or billing discrepancy. Any overcharge must be credited to the resident in the next billing cycle."

#### Sec. 26-97. – Water service lines general regulations

...

(d) Mobile Home Park Service. Specific rules regarding mobile home park rebilling for water services are set forth in Section 18-7(c).

**Los cambios propuestos están en rojo. El texto en negro ya es un Código de Ciudad establecido.**

**Sec. 18-2. - Definiciones.**

Las siguientes palabras, términos y frases, cuando se utilicen en este Capítulo, tendrán los significados que se les atribuyen en esta Sección:

Oficial de la construcción se referirá al **al Gerente de Servicios de Vecindarios o su representante autorizado.**

**Oficial especialmente comisionado se refiere a un oficial especialmente comisionado de la Ciudad nombrado por el Jefe de Policía de acuerdo con la Sección 2-503(b)(2) de este Código, que está autorizado por ley para hacer cumplir las disposiciones de este Código con respecto al control de animales, el control de malezas, basura y escombros, seguridad de edificios, condiciones insalubres, vehículos inoperables, escorrentía de aguas pluviales y residuales y cualquier otra condición que impacte negativamente la salud, seguridad y bienestar de los residentes de parques de casas móviles.**

**Servicio de agua, bajo este capítulo únicamente, se referirá a el servicio de agua de la ciudad de Fort Collins.**

**Sec. 18-4. - Inspecciones.**

- a. Inspecciones de instalación requeridas. Ninguna casa móvil instalada después de la fecha de entrada en vigencia de este Capítulo deberá ser ocupada sin haber sido inspeccionada primero para determinar si cumple con las normas vigentes que se especifican en este Capítulo y un certificado de inspección emitido por el Oficial de la construcción. Nada de lo aquí dispuesto impedirá una inspección preliminar de cualquier casa móvil antes de la instalación en un lote de casa móvil para evaluar la conformidad con este Capítulo en la medida en que dicha inspección pueda revelar. Se pagará una tarifa de inspección de veinticinco dólares (\$25.) antes de la realización de cualquier inspección de conformidad con este Subpárrafo; y, con respecto a las inspecciones preliminares, todos los costos de la Ciudad para realizar dicha inspección también se pagarán antes de dicha inspección.
- b. Inspección de unidades de alquiler de casas móviles. Ninguna unidad de alquiler de casas móviles existente en el momento de la fecha de entrada en vigencia de este Capítulo o posteriormente deberá ser ocupada sin haber sido inspeccionada primero para verificar su conformidad con las normas vigentes que se especifican en este Capítulo y un certificado de inspección emitido por el Oficial de la construcción. Cada unidad de alquiler de casas móviles existente deberá inspeccionarse dentro de los sesenta (60) días a partir de la fecha de vigencia de este Capítulo, y cada unidad de alquiler de casas móviles instalada posteriormente deberá inspeccionarse dentro de los sesenta (60) días posteriores a la instalación. La reinspección de las unidades de alquiler de casas móviles se realizará al menos una vez cada cinco (5) años; y luego de dicha inspección, el Oficial de la construcción deberá emitir un certificado

de reinspección al encontrar conformidad con las normas vigentes que se especifican en este Capítulo.

- c. Inspecciones de Cumplimiento. En la medida máxima permitida por la ley, el **Oficial de Edificación y cualquier oficial especialmente comisionado** están autorizados, facultados y dirigidos a realizar otras inspecciones que sean necesarias, de vez en cuando, para determinar el cumplimiento satisfactorio de este Capítulo y las regulaciones emitidas bajo el mismo.
- d. Derecho de Entrada. Siempre que sea necesario realizar una inspección para hacer cumplir cualquiera de las disposiciones de este **Código**, o siempre que el **Oficial de Edificación o los oficiales especialmente comisionados** tengan causa razonable para creer que existe en cualquier casa móvil, lote de casa móvil o parque de casas móviles alguna condición o violación que haga que dicha casa móvil, lote o parque sea inseguro, peligroso o peligroso, el **Oficial de Edificación o los oficiales especialmente comisionados** pueden, a su discreción y en la medida máxima permitida por la ley, entrar en dicha casa móvil, lote o parque en todo momento razonable para realizar cualquier inspección u otro deber impuesto al Oficial de Edificación o a los oficiales especialmente comisionados por este **Código**. Si dicha casa móvil o lote de casa móvil está ocupado, el **Oficial de Edificación o los oficiales especialmente comisionados** deben primero presentar credenciales adecuadas y solicitar entrada. Si dicha casa móvil o lote de casa móvil está desocupado, el **Oficial de Edificación o los oficiales especialmente comisionados** deben primero hacer un esfuerzo razonable para localizar al propietario u otras personas que tengan control de la casa móvil o los predios y solicitar entrada. Si se niega dicha entrada, el **Oficial de Edificación o los oficiales especialmente comisionados** tendrán recurso a todos los remedios proporcionados por la ley para asegurar la entrada.
- e. Acceso del propietario. Será el deber de cada ocupante de un lote de casas móviles dar acceso al dueño de la misma o a su agente o empleado a cualquier parte de dicho lote de casas móviles en tiempos razonables con el propósito de hacer las reparaciones o alteraciones que sean necesarias para efectuar el cumplimiento de este Capítulo y los reglamentos emitidos a continuación, o con cualquier orden legal emitida, de conformidad con las disposiciones de este Capítulo.

#### Sec. 18-6. - Gestión del parque de casas móviles

- (g) Ninguna persona podrá crear, hacer que se cree, hacer cumplir o tratar de hacer cumplir ninguna disposición contenida en un convenio restrictivo que tenga el efecto de prohibir la instalación o el uso de tendederos en los parques de casas móviles.
- (h) Ninguna persona podrá crear, hacer que se cree, hacer cumplir o tratar de hacer cumplir ninguna disposición contenida en un convenio restrictivo que tenga el efecto de prohibir la instalación o el uso de acondicionadores de aire de unidad de ventana o enfriadores evaporativos en parques de casas móviles.

#### Sec. 18-7. - Servicios públicos del parque y protección contra incendios.

- a. Servicios públicos del parque. Cada parque de casas móviles deberá contar con servicios de agua, alcantarillado, electricidad y, donde esté disponible, gas. Dichos

servicios públicos se diseñarán e instalarán con sistemas de distribución apropiados que abastezcan a cada lote de casas móviles de acuerdo con los códigos de plomería, mecánica y electricidad adoptados por la Ciudad. Todas las conexiones de alcantarillado de las casas móviles serán herméticas y se eliminarán todas las conexiones cruzadas en el sistema de distribución de agua potable que abastece a todas las casas móviles. Cada casa móvil debe estar eléctricamente conectada a tierra por medio de una tubería de agua metálica aprobada o varilla de conexión a tierra aprobada. Toda casa móvil deberá recibir suministro eléctrico de un tomacorriente de ciento veinte/doscientos cuarenta (120/240) voltios de corriente alterna (CA) y no menos de cincuenta (50) amperios. Dichos puntos de servicio deberán estar ubicados a no más de veinticinco (25) pies de la casa móvil.

b. Protección contra incendios en los parques de casas móviles. Cada parque de casas móviles deberá contar con suministro de agua para protección contra incendios, bocas de incendio y acceso para el departamento de bomberos, como se especifica en el código de incendios de la Ciudad.

c. Transparencia en el uso del agua, facturación y esfuerzos de mitigación de fugas. Basado en la información de facturación de servicios públicos obtenida del servicio de agua de Servicios Públicos de Fort Collins un oficial especialmente comisionado designado por el Director de Desarrollo Comunitario y Servicios Vecinales puede notificar a un parque de casas móviles sobre cualquier discrepancia en la facturación y puede proporcionar treinta (30) días para que el parque de casas móviles corrija cualquier sobrecargo o discrepancia en la facturación. Cualquier sobrecargo debe ser acreditado al residente en el próximo ciclo de facturación.

Como condición del servicio de utilidad de agua de Servicios Públicos de Fort Collins, cada parque de casas móviles deberá proporcionar al oficial especialmente comisionado designado, o autorizar a dicho oficial a obtener, cualquier aviso, correspondencia o factura de la utilidad de agua que documente el volumen total de agua consumida por el parque de casas móviles durante el período de facturación anterior, el costo facturado por la utilidad de agua al parque de casas móviles durante el período de facturación anterior y cualquier aviso de posible fuga en el suministro de agua dentro del parque de casas móviles

1. Los parques de casas móviles deberán divulgar dichos avisos, correspondencias o facturas de la utilidad de agua al oficial especialmente comisionado designado dentro de los catorce (14) días a partir de la fecha de los avisos, correspondencias o facturas, o siete (7) días después de recibirlas, lo que ocurra primero. Cuando el cliente del parque de casas móviles no proporcione directamente dicha información dentro de este plazo, la utilidad de agua estará autorizada para compartir dicha información con el oficial especialmente comisionado designado.
2. Los parques de casas móviles y el servicio de utilidad de agua pueden redactar información personal sensible y datos de cuentas financieras de dichos avisos, correspondencias o facturas antes de divulgarlas al oficial especialmente comisionado designado.

3. Como condición del servicio del parque de casas móviles, los parques de casas móviles que son clientes de agua de Servicios Públicos de Fort Collins deben participar en cualquier sistema disponible de notificación de consumo continuo de agua/fugas a través de Servicios Públicos de Fort Collins
4. Servicios Públicos de Fort Collins puede proporcionar al oficial especialmente comisionado designado todos los avisos, correspondencias o facturas proporcionadas a un parque de casas móviles a solicitud, sujeto a redacción bajo la subsección anterior-(c)(2).
5. El oficial especialmente comisionado designado puede notificar al parque de casas móviles sobre cualquier discrepancia en la facturación y puede proporcionar treinta (30) días para que el parque de casas móviles corrija cualquier sobrecargo o discrepancia en la facturación. Cualquier sobrecargo debe ser acreditado al residente en el próximo ciclo de facturación.

Sec. 26-97. – Regulaciones generales de líneas de servicio de agua

...

- (d) Servicio de Parque de Casas Móviles. Las reglas específicas sobre la refacturación de servicios de agua en parques de casas móviles se establecen en la Sección 18-7(c).



December 5, 2023

## AGENDA ITEM SUMMARY

City Council



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### STAFF

Anissa Hollingshead, City Clerk  
Aimee Jensen, Regulatory Licensing Specialist  
Holly Coulehan, Assistant City Attorney

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### SUBJECT

**First Reading of Ordinance No. 167, 2023, Amending Chapters 3 and 17 of the Code of the City of Fort Collins to Update and Align City Code Regarding Alcohol Beverages with State Law Changes and Adding Municipal Code Violations for Certain Alcohol-Related Offenses.**

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### EXECUTIVE SUMMARY

The purpose of this item is to request approval of the proposed amendments to Chapter 3 (Alcohol Beverages) and Chapter 17 (Miscellaneous Offenses).

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### STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

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### BACKGROUND / DISCUSSION

On January 1, 2019, full-strength beer replaced “3.2% beer” in grocery and convenience stores. Last November’s successful ballot measure, Proposition 125, allowed those types of stores to now sell wine as well as full-strength beer. Alcohol service has become a regular occurrence by unlicensed and unpermitted businesses, such as beauty salons, gyms, nail salons, furniture stores, etc. In response to this proliferation of illegal service, this last legislative session House Bill 23-1061 changed the art gallery permit to allow certain qualifying retail establishments to serve complimentary alcohol beverages for a limited number of days per year. These City Code changes will reflect this ballot measure and legislative changes.

Administrative application fees were historically included in Chapter 3 of the City Code because Council was the local liquor licensing authority until 1973, after which a separate board was created by Council. In 2000, Council designated the Municipal Judge as the local liquor licensing authority, however City Code was not modified to enable the new authority to set the administrative application fees. Staff is recommending that the administrative application fees be removed from City Code to allow the Municipal Judge, as the local liquor licensing authority, to set these fees and align with how cannabis fees are handled. This change will allow staff to quickly adjust fees as costs associated with administering liquor licensing increase and to respond quicker to modifications in State laws and regulations.

Throughout the years, liquor licensees have expressed concern that they bear the brunt of the liquor law violations due to their employees’ service of underage patrons, even though they have ensured that their employees have received appropriate training. Additionally, staff has seen an increase in crimes related to

the use of fake identification to obtain alcohol or for entry into liquor licensed establishment. However, the individuals committing these crimes are not sufficiently held accountable resulting in high rates of recidivism. In response to these concerns, City staff is recommending that these criminal offenses are written into City Code to encourage compliance and discourage others from violating these liquor related offenses.

Finally, the changes referenced above led to a comprehensive review of the City's Code with respect to liquor licensing. City staff identified several general housekeeping or ministerial-type changes to Chapters 3 and 17, that provide clarity and alignment with State laws and regulations.

#### **CITY FINANCIAL IMPACTS**

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Unknown.

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

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None.

#### **PUBLIC OUTREACH**

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None.

#### **ATTACHMENTS**

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1. Ordinance for Consideration

ORDINANCE NO. 167, 2023  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AMENDING CHAPTERS 3 AND 17 OF THE CODE OF THE CITY OF FORT COLLINS TO  
UPDATE AND ALIGN CITY CODE REGARDING ALCOHOL BEVERAGES WITH STATE  
LAW CHANGES AND ADDING MUNICIPAL CODE VIOLATIONS FOR CERTAIN  
ALCOHOL-RELATED OFFENSES

WHEREAS, the Local Licensing Authority for the City of Fort Collins is the Municipal Judge who, in this capacity, issues licenses and permits for the sale or service of alcohol beverages; conducts hearings and investigations; suspends or revokes such licenses and permits; sets certain fees as provided by law; as well as many other responsibilities and duties set forth in Colorado Revised Statutes (“C.R.S.”) Articles 3, 4 and 5 of Title 44; and

WHEREAS, as of March 1, 2023, state law, through the voter-approved passage of Proposition 125 on November 8, 2022, modified a fermented malt beverage off-premises retailer license to also allow the sale of wine products; and

WHEREAS, as of August 7, 2023, state law, through the enactment of House Bill 23-1061, renamed the previously existing art gallery permit to the retail establishment permit where qualifying retail establishments, including but not limited to art galleries, may serve complimentary alcohol on a limited number of days per year to their customers; and

WHEREAS, City staff recommends adding alcohol-related criminal offenses to City Code, including the prohibition against the use of fake identification, the sale of alcohol to minors, and the misrepresentation of age for the purchase of alcohol to prevent recidivism and in response to concerns shared with City staff from licensees; and

WHEREAS, City staff recommends the removal of certain administrative application fees from City Code, because they are frequently modified by the state enforcement division; and

WHEREAS, these administrative application fees were historically included in Chapter 3 of the City Code because City Council was the local licensing authority until 1973 when a separate board was created which City Council oversaw that board’s committee members; and

WHEREAS, in 2000, City Council designated the Municipal Judge as the Local Licensing Authority, however the City Code was not modified to enable the new authority to set these administrative application fees; and

WHEREAS, currently, the application fees set forth in City Code are out of date and below the allowable amount set by the state for local licensing authorities and these administrative application fees are essential to aid the City’s ability to recoup the administrative costs for the oversight and issuance of liquor licenses; and

WHEREAS, these statewide amendments and City staff recommended changes provide an opportunity for a comprehensive review of Chapter 3 of the City Code related to Alcohol

Beverages, and to address some general housekeeping or ministerial-type changes to Chapter 3 to provide clarity throughout the Chapter.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That Chapter 3 of the Code of the City of Fort Collins is hereby amended as follows:

### **CHAPTER 3 ALCOHOL BEVERAGES**

#### **ARTICLE I. IN GENERAL**

##### **Sec. 3-1. Definitions.**

(a) The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section:

*Alcohol beverage* or *alcohol* shall mean any fermented malt beverage or malt, vinous, or spirituous liquors; except that *alcohol beverage* shall not include confectionary containing alcohol within the limits prescribed by C.R.S. § 25-5-410(1)(i)(II).

*Applicant* shall mean any person, partnership, corporation or other legally constituted entity or affiliation who is applying for or has applied for a license or permit to sell, **dispense or serve** ~~malt, vinous or spirituous liquors or fermented malt~~ **alcohol** beverages, but is not yet licensed **or permitted** as a licensee.

*Bed and breakfast* shall mean an overnight lodging establishment that provides at least one (1) meal per day at no additional charge other than a charge for overnight lodging and does not sell ~~malt, vinous or spirituous liquors~~ **alcohol beverages** by the drink.

*City Clerk* shall mean the City Clerk of the City or designated representative.

*Employee* shall mean any employee of a licensee involved in the sale, dispensing or serving of ~~malt, special malt, vinous or spirituous liquors or fermented malt~~ **alcohol** beverages.

*Fermented malt beverage* shall have the same meaning as “fermented malt beverage” defined in C.R.S. §44-4-103(1); except that *fermented malt beverage* does not include confectionary containing alcohol within the limits prescribed by C.R.S. § 25-5-410(1)(i)(II).

*License* ~~shall mean an official grant of permission:~~

~~(1) — To sell fermented malt beverages, malt, special malt, vinous or spirituous liquors at retail or for on-premises consumption; or~~

~~(2) — To offer complimentary fermented malt beverages, malt, special malt, vinous or spirituous liquors for consumption by overnight guests on the premises of a bed and breakfast establishment within the City limits as evidenced by a City issued form, license, permit, insignia or tag; or~~

~~(3) — To offer complimentary malt, vinous or spirituous liquors for consumption by patrons on the licensed premises of an art gallery within the City limits as evidenced by a City issued form, license, permit, insignia or tag.~~

~~*Licensed premises* shall mean the premises specified in an approved application for a license under this Chapter which are owned or in the possession of the licensee within which such licensee is authorized to sell fermented malt beverages, malt, special malt, vinous or spirituous liquors at retail or to offer complimentary fermented malt beverages, malt, special malt, vinous or spirituous liquors for consumption by overnight guests of a bed and breakfast establishment. It includes all lands, structures, equipment, appurtenances connected to or used in the license premises and also any personal property which is either affixed to or is otherwise used in connection with business conducted on the premises.~~

~~*Licensee* shall mean a person issued a license by law to sell fermented malt beverages, malt, special malt, vinous or spirituous liquors at retail or for on-premises consumption or a person issued a permit to:~~

~~(1) — Offer complimentary fermented malt beverages, malt, special malt, vinous or spirituous liquors for consumption by overnight guests on the premises of a bed and breakfast establishment;~~

~~(2) — Offer complimentary malt, vinous or spirituous liquors for consumption by patrons on the licensed premises of an art gallery;~~

~~(3) — Sell fermented malt beverages, malt, special malt, vinous or other spirituous liquors for consumption during a special event; or~~

~~(4) — Sell or offer complimentary fermented malt beverages, malt, special malt, vinous or other spirituous liquors for on-premises consumption as authorized by law.~~

*Licensed, Licensee and Licensed Premises* shall mean persons or premises issued a license or permit pursuant to C.R.S. Title 44, articles 3, 4 and 5.

*Local Licensing Authority or Authority* shall mean the Liquor Licensing Authority as established by the City Council and as defined by the C.R.S. in and relating to the licensing of the alcohol beverages as authorized by C.R.S. Title 44, articles 3, 4 and 5, the rules and regulations of the State



licensing authority and this Code ~~sale of fermented malt beverages and malt, special malt, vinous or spirituous liquor.~~

*Malt liquor* shall have the same meaning as “malt liquor” defined in C.R.S. § 44-3-103(30).

*Manager* shall mean and include those persons who manage, direct, supervise, oversee and administer the acts and transactions of the establishments governed by this Chapter and of their agents or employees.

*Party-in-interest* shall mean:

- (1) Any party-in-interest as defined in C.R.S. Section § 44-3-311(5)(b), ~~C.R.S.~~;
- (2) Any representative of a bona fide organized neighborhood group which encompasses part or all of the neighborhood under consideration; or
- (3) Any member of the City staff, including, but not limited to, the City Manager, the City Attorney or the Chief of Police or representative thereof.

*Premises* shall mean a distinct and definite location, which may include a building, a part of a building, a room, or any other definite area as approved by the Authority.

*Spirituos liquors* shall have the same meaning as “spirituous liquors” defined in C.R.S. § 44-3-103(54).

*Tastings* shall mean the sampling of alcohol beverages that may occur on the premises of a retail liquor store licensee, liquor-licensed drugstore licensee, or a fermented malt beverage and wine retailer licensee by adult patrons of the licensee pursuant to the provisions of C.R.S. § 44-3-301(10).

*Vinous liquors* shall have the same meaning as “vinous liquors” defined in C.R.S. § 44-3-103(59).

- (b) All other words and phrases used in this Chapter shall have the meanings described by the C.R.S. (Colorado Liquor Code, Beer and Wine Code and Special Event Code) and the Code of Colorado Regulations (Colorado Liquor Rules) ~~regulating the sale of liquor and fermented malt beverages~~ or if not otherwise defined by law, the words shall be as used in their common, ordinary and accepted sense and meaning.

### **Sec. 3-2. Conflicts.**

- (a) If any of the laws as established in this Chapter shall conflict with any provision of the laws of the State or the rules of the state licensing authority pertaining to the Colorado Liquor or Beer and Wine Codes, the provisions of state law or the rules of the state licensing authority shall govern.

....

### Sec. 3-3. Violations; penalty.

(a) Penalties for violations of this Chapter shall be as provided in § 1-15 and shall be in addition to any special penalty provided for in this Chapter or by the laws of the State.

(b) Notwithstanding any other penalty that may be levied, any licensee who violates, or any licensee whose employees violate, any of the terms of this Chapter or of C.R.S. Title 44, Articles 3, 4 and 5, ~~C.R.S.~~, or the rules and regulations related thereto, shall be subject to suspension or revocation of his or her license pursuant to the laws of the State, the imposition of a fine in lieu of suspension under the provisions of Section 44-3-601(3), C.R.S., written reprimand or such other penalty as the Authority deems appropriate. Monies received through the payment of fines in lieu of suspension shall be deposited into the general fund of the City.

## ARTICLE II. ADMINISTRATION

### *Division 1 Generally*

### Sec. 3-16. City Clerk duties.

(a) The City Clerk shall:

- (1) Issue all licenses granted by the Liquor Licensing Authority upon receipt of such license fees as are required by law;
- (2) Serve as the secretary of the Liquor Licensing Authority;
- (3) Establish a calendar of regular meetings for the Liquor Licensing Authority which calendar may be modified by the Authority;
- (4) Process all license renewal applications, including late renewal applications, on behalf of the Liquor Licensing Authority upon receipt of a completed application and such license fees as are required by law;
- (5) Process all applications for temporary, ~~art gallery and~~ bed and breakfast permits on behalf of the Liquor Licensing Authority pursuant to §§ 3-83 and 3-86, respectively, upon receipt of a completed form and such license fees as are required by law;
- (6) Process all forms for changes in corporate structure, trade name changes and corporate name change reports forms on behalf of the Liquor Licensing Authority upon receipt of a completed form and such license fees as are required by law; and
- (7) Process all applications for transfer of ownership applications in which where no new principals are being added to the ownership, on behalf of the Liquor Licensing

Authority upon receipt of a completed application and such license fees as are required by law:-

(8) Process all applications for special event permits on behalf of the Liquor Licensing Authority pursuant to § 3-83.5, upon receipt of a completed form and such license fees as are required by law; and-

(9) Process all applications for retail establishment permits on behalf of the Liquor Licensing Authority pursuant to § 3-90, upon receipt of a completed form and such license fees as are required by law.

*Division 2*  
*Liquor Licensing Authority*

...

**Sec. 3-33. Functions.**

...

(b) The Authority shall have all the powers of the Local Licensing Authority as set forth in C.R.S. Title 44, Articles 3, 4 and 5 ~~Title 12, Articles 46, 47 and 48, C.R.S.~~

...

**Sec. 3-35. Minutes; annual report.**

The Authority shall take and file minutes in accordance with the requirements of § 2-73~~73~~<sup>75</sup> of this Code. On or before January 31 of each year, the Authority shall file a report with the City Clerk setting forth the number of applications for licenses acted upon, the number of licenses granted and the number denied and any other actions taken by the Authority during the past year.

*Division 3*  
*Hearings*

...

**Sec. 3-52. Public notice of hearings.**

(a) The applicant shall cause to be posted the public notice required pursuant to C.R.S. Section § 44-3-311, ~~C.R.S.~~, for all hearings to be held on applications for the sale of malt, special malt, vinous or spirituous liquors and fermented malt ~~alcohol~~ beverages.

(b) The applicant shall provide to the City Clerk evidence of such posting, which shall consist of a photograph of the posted sign in place together with a signed statement evidencing posting.

**Sec. 3-53. Hearings on new license and change of location applications.**

...

- (c) As applicable, the applicant may introduce evidence with regard to the following:

...

- (5) The reasonable requirements of the neighborhood and the desires of its inhabitants for the type of license for which application has been made.

a. Petitions favoring or opposing the license applied for may be presented at the hearing.

b. Petitions may be circulated only within the neighborhood affected by the application.

c. Every person signing the petition shall sign only their own name, address and their age or otherwise indicate that such person is at least of legal age to purchase or consume the ~~malt, special malt, vinous or spirituous liquors or fermented malt~~ alcohol beverages which are the subject of the license applied for.

d. The date when the signature is affixed to the petition shall be put on the petition by the party signing the same.

e. No signatures will be considered which are dated prior to the date the application was received by the City Clerk.

f. Each petition shall contain a verified statement signed by the circulator of the petition indicating that the circulator personally witnessed each signature appearing on the petition and that, to the best of his or her knowledge, each signature is the signature of the person whose name it purports to be and that the address given opposite that person's name is the true business or residence address of the person signing the petition.

...

- (d) Any party-in-interest may introduce evidence with regard to regarding any pertinent matter affecting the application.

...

**Sec. 3-54. Show cause hearings.**

- (a) When matters are brought to the attention of the Authority which, if substantiated, constitute a violation of this Chapter or of **C.R.S. Title 44, Articles 3, 4 and 5** ~~Title 12, Articles 46, 47 and 48, C.R.S.~~, or the rules and regulations relating thereto, the Authority shall promptly notify the licensee, in writing, by mail or personal delivery, of the date and time established for a show cause hearing at which time the licensee will be required to show cause why a penalty should not be levied if a violation is found.

...

### **Sec. 3-55. Aggravating and mitigating factors considered at show cause hearings.**

(a) In all cases where a violation(s) of the applicable state or local laws is found at a show cause hearing, the Authority shall consider evidence and statements in mitigation and in aggravation of the violation(s) prior to determining the appropriate penalty. Such evidence and statements may relate to and include, but not be limited to, the following factors:

- (1) Seriousness of the violation;
- (2) Corrective action taken by the licensee after the violation;
- (3) Prior violations at the licensed premises by the licensee or the licensee's employees and the effectiveness of prior corrective action;
- (4) Prior violations at the licensed premises by a prior licensee or the prior licensee's employees, and the sanctions imposed for such violations, if the current licensee or any of the current licensee's owners, partners, shareholders, directors, officers or managers held an ownership interest of five (5) percent or more in the entity holding such prior license;

...

### **Sec. 3-56. Appeals.**

The decisions of the Local Licensing Authority shall in all cases be final and conclusive. A decision of the Authority may only be reviewed by the District Court in accordance with the Colorado Rules of Civil Procedure. There shall be no stay of execution of the Authority's decision pending review by the District Court, except by court order.

## **ARTICLE III. LICENSES, TAXES, REGULATIONS AND PROCEDURES**

### **Sec. 3-71. License required.**

It shall be unlawful for any person within the City to manufacture, sell, offer, **serve** or possess for sale any ~~malt, special malt, vinous, spirituous liquors or fermented malt~~ **alcohol** beverages unless licensed **or permitted** to do so as provided by this Chapter and the applicable provisions of **C.R.S. Title 44, Articles 3, 4 and 5** ~~Title 12, Articles 46, 47 and 48, C.R.S.~~



...

**Sec. 3-73. Applications.**

(a) All applications for ~~liquor or fermented malt~~ **alcohol** beverage licenses shall be filed with the City Clerk. Any person applying for such license shall file the state license application form and the local license application forms, if any, all of which shall be filled out and completed in all material detail, including all exhibits that may be required to be attached in accordance with any local requirements. Incomplete or erroneous applications shall be rejected. All application forms shall be typewritten or printed in black or blue ink. All other information or exhibits submitted shall be typewritten or printed in black or blue ink except plans and specifications which may be required.

(b) The City Clerk shall establish application filing deadlines ~~so as to~~ allow sufficient time for completion of investigations, posting and publishing notice of hearings, if applicable, and taking such other action as is necessary prior to the Authority's consideration of the application.

**Sec. 3-74. Application fees.**

(a) ~~Application fees shall be payable to the City as follows:~~ Application fees shall be set by the Authority as expressly allowed in C.R.S. Title 44, Articles 3, 4 and 5 payable to and collected by the City Clerk on behalf of the City. The Authority shall provide to the City Clerk a true and correct copy of all application fees set by the Authority in advance of implementing said fees.

(b) These fees shall be nonrefundable. These fees shall be in addition to any fees imposed by the State.

<b><i>Application</i></b>	<b><i>Fee</i></b>
(1) New license (including change of class of license)	\$500.
(2) Transfer of ownership or change of location of license	400.
(3) Late renewal	500.
(4) Temporary permit (to allow continued operation during period that an application for transfer of ownership is pending)	100.
(5) Renewal of license	50.
(6) Manager registration	75.
(7) Special events permit (per day)	50.
(8) Modification of premises	75.
(9) Change in corporate or limited liability company structure, per each required background investigation	100.
(10) Tastings permit	150.
(11) Art gallery permit	103.75

(b) ~~The foregoing fees shall be nonrefundable. The foregoing fees shall be in addition to any fees imposed by the State.~~

...

**Sec. 3-76. Occupation tax.**

...

- (b) The following annual occupation taxes are hereby established and shall be paid by the applicant or licensee to the City:

<i>License</i>	<i>Occupation Tax</i>
(1) Retail liquor store license	\$ 750.
(2) Liquor-licensed drugstore license	750.
(3) Beer and wine license	800.
(4) Hotel and restaurant license	1,600.
(5) Tavern license	1,600.
(6) Brew pub license	1,600.
(7) Club license	800.
(8) Arts license	150.
(9) All licenses to sell fermented malt beverages for consumption both on and off the premises	750.
(10) All licenses to sell only fermented malt beverages by the drink for consumption on the premises	750.
(11) All licenses to sell only fermented malt beverages and vinous products in their original containers for consumption off the premises	750.
(12) Optional premises license (not associated with a hotel and restaurant license)	1,600.
(13) Vintner's restaurant license	1,600.
(14) Lodging and entertainment license	1,600.
(15) Distillery pub license	1,600.

...

**Sec. 3-78. Modification of premises.**

...

- (b) Requests for changes, alterations or modifications of the licensed premises shall be on such forms as are provided by the state licensing authority and, in addition, on such forms as may be provided by the City, if any. The request shall be accompanied by plans and specifications, on pages not larger than eight and one-half (8½) inches by eleven (11) inches, which shall be sufficient to advise the Authority of the scope and nature of the proposed request and must include the identification of areas where alcohol will be served and stored.

**Sec. 3-79. Change of location.**

No license issued by the Authority shall be transferred to another location howsoever proximate without the approval of the Authority. The policies and procedures for such transfer of location of licensed premises shall be the same as those for the issuance of new licenses, except information and investigation regarding the applicant shall not be required. An application fee as provided in § 3-75~~74~~ shall be charged.

...

**Sec. 3-81. Report of disturbances.**

...

(b) Each licensee and permit holder shall post and keep ~~at all times~~ visible **at all times** to the public in a conspicuous place on the premises, a sign with a minimum height of fourteen (14) inches and a minimum width of eleven (11) inches with each letter to be a minimum of one-half (½) inch in height, which shall read as follows:

“WARNING: Fort Collins Police Services must be notified of all disorderly acts, conduct or disturbances and all unlawful activities which occur on or within the premises of this licensed establishment.”

...

**Sec. 3-83. Temporary permit.**

...

(b) If the next regularly scheduled meeting of the Authority will not be held within five (5) working days of the receipt by the City Clerk of an application for a temporary permit under this Section, the City Clerk shall issue the temporary permit requested by such an application provided the Clerk first determines the following:

(1) That the applicant is in compliance with all applicable provisions of **C.R.S. Section § 44-3-303, C.R.S.**; and

(2) That a preliminary background check conducted by Police Services of the applicant and its officers, directors and owners having a ten **(10)**-percent or more ownership interest indicates that such persons have not been convicted of a felony or an offense involving moral turpitude.

**a.** If either of these determinations cannot be made by the City Clerk with respect to any application that the Clerk has authority to consider under this Subsection (b), the Clerk shall not issue a temporary permit.

...

### **Sec. 3-84. Optional premises licenses.**

...

(e) When submitting a request for the approval of an optional premises license, an applicant shall also submit the following information:

...

- (3) A description of the provisions which have been made for storing ~~malt, vinous and spirituous liquors~~ **alcohol beverages** in a secured area on or off the optional premises for the future use on the optional premises.

...

### **Sec. 3-85. Distance restrictions.**

The distance restrictions imposed by ~~C.R.S. Section~~ **§ 44-3-313(1)(d)(I), C.R.S.**, prohibiting the sale of ~~malt, vinous or spirituous liquor~~ **alcohol beverages** within five hundred (500) feet of the principal campus of any college or university, are eliminated for any class of retail license except the retail liquor store license and the liquor-licensed drugstore license, but only with respect to the distance between the proposed licensed premises and the properties owned by the State Board of Agriculture for the benefit and use of Colorado State University. Except as said distance restrictions are hereby eliminated with respect to properties of Colorado State University, said distance restrictions shall continue in full force and effect as they pertain to any other public or parochial school or the principal campus of any other college, university or seminary.

### **Sec. 3-86. Bed and breakfast permit; exemptions.**

(a) A person operating a bed and breakfast with not more than twenty (20) sleeping rooms that offers complimentary ~~malt, vinous or spirituous liquors~~ **alcohol beverages** for consumption only on the premises and only by overnight guests may be issued a bed and breakfast permit. A bed and breakfast licensee shall not sell alcohol beverages by the drink and shall not serve alcohol beverages for more than four (4) hours in any one (1) day.

(b) An applicant for a bed and breakfast permit is exempt from the provisions of Paragraphs 3-53(c)(4) and (5), but is subject to all other requirements of this Chapter.

### **Sec. 3-87. ~~Malt, vinous and spirituous~~ **Tastings** authorized; permit required.**

(a) Tastings **are authorized** on the licensed premises of a retail liquor store licensee, ~~or of a~~ liquor-licensed drugstore licensee **or a fermented malt beverage and wine retailer licensee** ~~are~~

~~authorized to be conducted~~ within the City in accordance with **C.R.S. Section** 44-3-301(10), **C.R.S. 1 CCR 203-2:47-313**, and subject to the provisions of this Chapter.

...

(d) Retail liquor store licensees ~~and~~, liquor-licensed drugstore licensees **and fermented malt beverage and wine retailer licensees** desiring to conduct tastings shall submit a tastings permit application to the City.

(e) The Authority shall establish procedures for obtaining a tastings permit, which procedures shall include, without limitation, conducting a noticed public hearing before the Authority at which hearing the applicant must establish that the applicant is able to conduct tastings without violating the provisions of this Chapter. The Authority may deny the application and any renewal application if it finds that the applicant has violated any provision of the Colorado Liquor Code, Colorado Code of Regulations or this Code pertaining to alcohol sales and service in the previous two (2) years, if the applicant has not established the ability to conduct tastings in accordance with the provisions of this Chapter or if the Authority finds that the proposed tastings would create a public safety risk to the neighborhood. The notice required **prior to the issuance of the permit** ~~for the public hearing~~ shall be ~~the posted~~ **posted** and published as required by **C.R.S. Section** 44-3-311; **C.R.S.**

(f) The forms for the tastings permit application, the renewal application and the tastings permit shall be prescribed by the Authority. These forms shall include, without limitation, a schedule of the dates and times of the tastings to be conducted on the licensed premises during the term of the permit. The licensee may deviate from the approved schedule, provided that:

(1) The licensee gives the City Clerk and the City's liquor enforcement officer seven (7) days' prior written notice of such deviation; and

(2) Such deviation does not violate any provision of this Chapter, the Colorado Liquor Code, Colorado Code of Regulations or any other state requirement or municipal ordinance or regulation. An applicant for a tastings permit must also include with the filing of the initial and any renewal application, and keep current with the City Clerk's office at all times, written proof that the licensee and each employee of the licensee who will be conducting the tastings have completed a server training program for tastings that meets the standards required by state law.

(g) Renewal of **a** tastings permits shall be concurrent with the renewal of licenses for retail liquor stores ~~and~~, liquor-licensed drugstores **and fermented malt beverage and wine retailers**. A licensee's initial tastings permit shall expire on the same date as the date of the licensee's retail liquor store, ~~or liquor-licensed drugstore,~~ **or fermented malt beverage and wine retailer** license expires. The initial tastings permit application fee shall not be prorated if the permit expires in less than a year. Tastings permit renewal forms shall be submitted to the City Clerk.

(h) **A** ~~T~~astings permits shall be conspicuously and prominently posted by the licensee on the licensed premises at all times during business hours.



- (i) A tastings permit shall only be issued to a retail liquor store, ~~or a liquor-licensed drugstore or a fermented malt beverage and wine retailer~~ licensee whose license is valid, not subject to a current or pending enforcement action by the City or the State and in full force and effect.

**Sec. 3-88. Limitations on tastings.**

- (a) Tastings within the City shall be subject to the following limitations:

(1) Tastings shall be conducted only by a person who has completed a server training program that meets the standards established by the liquor enforcement division of the Colorado Department of Revenue and ~~who is either a retail liquor store licensee, or a liquor-licensed drugstore licensee, or fermented malt beverage and wine retailer licensee,~~ or an employee of a retail liquor store, liquor-licensed drugstore, or fermented malt beverage and wine retailer licensee, or a representative, employee, or agent of the licensed wholesaler, brew pub, distillery pub, manufacturer, limited winery, importer, or vintner's restaurant promoting the alcohol beverages for the tasting licensee, ~~and only on a licensee's licensed premises, and only offering tastings of the type of alcohol which that particular type of licensee is authorized to sell;~~

...

(3) The size of an individual alcohol sample shall not exceed one (1) ounce of malt or vinous liquor or one-half (½) of an ounce of spirituous liquor;

.

- (7) The licensee shall promptly remove all open and unconsumed alcohol beverage samples from the licensed premises, or shall destroy the samples immediately following the completion of the tastings, or store any open containers of unconsumed alcohol beverages in a secure area outside the sales area of the licensed premises for use at a tasting at a later time or date;

...

**Sec. 3-89. Violations of tastings permit.**

- (a) A violation of a limitation specified in §§ 3-87 and 3-88 of this Article or a permit issued thereunder or in C.R.S. Section § 44-3-301(10), ~~C.R.S.~~, by a retail liquor store, or a liquor-licensed drugstore licensee, or fermented malt beverage and wine retailer licensee whether by the licensee's employees, agents or otherwise, shall be the responsibility of the retail liquor store, ~~or liquor-licensed drugstore, or fermented malt beverage and wine retailer licensee who is conducting the tasting.~~
- (b) Retail liquor store, ~~and liquor-licensed drugstore~~ and fermented malt beverage and wine retailer licensees conducting a tasting shall be subject to the same revocation, suspension

and enforcement provisions as otherwise apply to those licensees by the Authority. The Authority shall conduct a hearing with regard to any violation of § 3-87 and/or § 3-88 of this Article in accordance with this Code, the Authority's rules and regulations and **C.R.S. Section § 44-3-601, C.R.S.**

- (c) Nothing in this Chapter shall affect the ability of a Colorado winery licensed pursuant to **C.R.S. Section §§ 44-3-402 or 44-3-403, C.R.S.**, to conduct a tasting pursuant to the authority of **C.R.S. Section §§ 44-3-402(2) or 44-3-403, C.R.S.**

### **Sec. 3-90. Retail Establishment Permit**

(a) A person operating a qualified retail establishment within the City may be issued a retail establishment permit to serve complimentary alcohol beverages for consumption on their premises in accordance with and subject to the provisions in C.R.S. § 44-3-424, the Colorado Liquor Rules and this Chapter.

(b) The Authority is authorized to issue retail establishment permits in accordance with the requirements of this Section.

(c) It shall be unlawful for any retail establishment to conduct alcohol beverage service within the City without having first received a permit issued in accordance with this Section.

(d) Retail establishments desiring to conduct complimentary alcohol beverage service within the confines of this permit limitations shall submit a retail establishment permit application to the City.

(e) The Authority shall establish procedures for obtaining a retail establishment permit. The Authority may deny the application and any renewal application if it finds that the applicant fails to establish that it is able to offer complimentary alcohol beverages without violating C.R.S. § 44-3-424, or creating a public safety risk to the neighborhood of the applicant's retail establishment.

(f) The forms for the retail establishment permit application, the renewal application and the retail establishment permit shall be prescribed by the Authority. These forms shall include, without limitation, a schedule of the dates and times of the complimentary alcohol service to be conducted on the premises during the term of the permit.

## **ARTICLE IV. ENTERTAINMENT DISTRICT**

### *Division 1 General*

#### **Sec. 3-101. Purpose.**

The purpose of this Article is to recognize the City Council's authority to create entertainment districts in the City and to allow the Authority to approve and regulate promotional associations and common consumption areas within **the** entertainment districts.

...

### **Sec. 3-103. Definitions.**

...

**Entertainment district** shall have the same meaning as "entertainment district" defined under C.R.S. § 44-3-103(15).

...

### **Sec. 3-106. Application.**

All applications for a common consumption area, certification and recertification of a promotional association, and attachment by a liquor license to a common consumption area of a certified promotional association shall be filed with the City Clerk. All forms must be complete, including all **requisite** exhibits ~~that may be required to be attached~~ in accordance with local requirements. Incomplete or erroneous applications will be rejected.

...

## *Division 2 Approved Entertainment Districts*

### **Sec. 3-120. Entertainment District No. 1.**

(a) There is hereby created Entertainment District No. 1, comprised of approximately 4.68 acres of property located east of College Avenue, northwest of Pine Street, northeast of Jefferson Street, northwest of Linden Street and southwest of the Union Pacific railroad tracks, Larimer County, State of Colorado. A map showing the location of Entertainment District No. 1 is on file in the office of the City Clerk and shall be **made** available for public inspection **upon request**.

(b) No promotional association, nor any agent, manager or employee thereof, may serve, sell or consume any alcoholic beverage within Entertainment District No. 1 between the hours of **2:00** a.m. and **7:00** a.m.

Section 3. That Chapter 17, Article IV of the Code of the City of Fort Collins is hereby amended by the addition of a new Section 17-70 which reads in its entirety as follows:

### **Sec. 17-70. Fraudulent Identification Documents Prohibited.**

(a) **No person shall:**

(1) Possess a lawfully issued driver's, minor driver's, or temporary driver's license or instruction permit, knowing that such license or permit has been falsely altered by means of erasure, obliteration, deletion, insertion of new matter, transposition of matter, or any other means so that such license or permit in its thus altered form falsely appears or purports to be in all respects an authentic and lawfully issued license or permit.

(2) Display or represent as being such person's own any driver's, minor driver's, or temporary driver's license or any instruction permit which was lawfully issued to another person.

(3) Permit any unlawful use of a driver's license issued to such person.

(4) Display, cause or permit to be displayed, or have in that person's possession any surrendered, fictitious, fraudulently altered, or fraudulently obtained identification card.

(5) Lend that person's identification card to another person or knowingly permit the use thereof by another.

(6) Display or represent any identification card to another not issued to that person as being that person's card.

(7) Permit any unlawful use of an identification card issued to that person.

(8) Photograph, photostat, duplicate, or in any way reproduce any driver's license or identification card or facsimile thereof in such a manner that it could be mistaken for a valid license, or to display or have in that person's possession any such photograph, photostat, duplicate, reproduction, or facsimile unless authorized by law.

(b) For the purposes of this Section, the following words, terms and phrases, shall have the meanings ascribed to them:

(1) *Driver's license, minor driver's license, or temporary driver's license or instruction permit* shall mean a document issued by any national, state or local government permitting a person to drive a motor vehicle.

(2) *Identification card or Identification documents* shall mean documents that were issued for the purpose of identifying the person to whom the document was issued. Such documents include, without limitation, documents issued by governmental agencies that contain identifying data such as the date and place of birth of the person identified;; and official identification cards.

(3) An identification document, driver's license, minor driver's license, or temporary driver's license or instruction permit is *of another person* if it was validly issued, but for a person other than the possessor.

(c) A liquor licensee, or an employee of a liquor licensee, may seize and hold for evidence any identification referenced in this Section if acting in good faith and upon probable cause to believe that the identification is possessed or displayed or presented in violation of this Section.

(d) An offense under subsection (a)(5), (a)(6), (a)(7) or (a)(8) of this Section is a petty offense punishable in accordance with § 1-15(h).

Section 4. That Section 17-141 of the Code of the City of Fort Collins is hereby amended to read as follows:

**Sec. 17-141. Carrying or drinking alcohol or fermented malt beverages in certain places.**

(a) No person shall carry or have any opened container of alcohol or fermented malt beverage on any street, sidewalk, alley or other public place, in any automobile or on the grounds or in the facilities of any public or private school, college or university except where authorized by the City Manager or their designee of such place or the governing authority of such institution.

...

(d) As used in this Section:

...

*Opened container* shall mean any container other than the original, closed container as sealed or closed for sale to the public by the manufacturer or the bottler of the alcohol, vinous liquor or fermented malt beverage. If an original container has been unsealed, undone or opened in any manner, it shall be considered an *opened container* for purposes of this Section, except, with regard to vinous liquors only, where the container has been opened and resealed in compliance with ~~Section 12-47-411(3.5), C.R.S.~~ C.R.S. §44-3-423(1), and such resealed container remains sealed and is not present in the front driver or passenger compartment of an automobile. Also, if any alcohol or fermented malt beverage has been transferred from its original container into another container, whether that other container is closed or sealed in any way, the container into which the alcohol or fermented malt beverage has been transferred shall be deemed to be an *opened container* under this definition, unless otherwise authorized by law.

Section 5. That Chapter 17, Article IX of the Code of the City of Fort Collins is hereby amended to read as follows:

**Sec. 17-161. Definitions.**

For the purposes of this Article, the following words, terms and phrases shall have the meanings ascribed to them in this Section indicated:

*Ethyl alcohol* shall mean any substance which is or contains ethyl alcohol and includes fermented malt beverage, malt liquor, vinous liquor and spirituous liquor as defined in the Colorado Liquor Code, Colorado Beer and Wine Code and the Colorado Liquor Code Rules.



*Marijuana* shall have the same definition as in ~~Section § 17-190 of this Code.~~

...

*Private place* shall have the same definition as in ~~Section § 17-130 of this Code.~~

...

**Sec. 17-167. Underage possession or consumption of alcohol prohibited.**

...

(3) The person was a student who tasted but did not imbibe an alcohol beverage only while under the direct supervision of an instructor. Such instructor must have been at least twenty-one (21) years of age and employed by a post-secondary school. Such student shall have been enrolled in a university or a post-secondary school accredited or certified by an agency recognized by the United States Department of Education, or a nationally recognized accrediting agency or association, or the “Private Occupational Education Act of 1981”, C.R.S. Article 59-64 of Title 12-23, C.R.S. Such student must have participated in a culinary arts, food service, or restaurant management degree program, and must have tasted but not imbibed the alcohol beverage for instructional purposes as a part of a required course in which the alcohol beverage, except the portion the student tasted, remained under the control of the instructor;

(g) The Municipal Court shall report violations of this Section and the failure to complete an alcohol education program to the Colorado Department of Revenue pursuant to C.R.S., ~~42-2-131~~ Part 1 in Title 42 of Article 2.

...

**Sec. 17-168. Social host for ethyl alcohol or marijuana possession or consumption by persons under twenty-one years of age.**

(3) A person who consumed ethyl alcohol was a student who tasted but did not imbibe an alcohol beverage only while under the direct supervision of an instructor. Such instructor must have been at least twenty-one (21) years of age and employed by a post-secondary school. Such student shall have been enrolled in a university or a post-secondary school accredited or certified by an agency recognized by the United States Department of Education, or a nationally recognized accrediting agency or association, or the “Private Occupational Education Act of 1981”, C.R.S. Article 59-64 of Title 12-23, C.R.S. Such student must have participated in a culinary arts, food service, or restaurant management degree program, and must have tasted but not imbibed the alcohol beverage for instructional purposes as a part of a required course in which the alcohol beverage, except the portion the student tasted, remained under the control of the instructor;

...

**Sec. 17-169. Underage Sales Prohibited.**

No person may sell, serve, deliver, exchange, give away, or cause or permit the sale, serving, delivering, giving, or procuring of, any ethyl alcohol to a person under twenty-one (21) years of age.

**Sec. 17-170. Misrepresentation of Age Prohibited.**

(a) No person may obtain or attempt to obtain any ethyl alcohol by misrepresentation of their age or by any other method in any place where ethyl alcohol is sold when a person is under twenty-one (21) years of age.

(b) A liquor licensee, or an employee of a liquor licensee, may seize and hold for evidence any identification if acting in good faith and upon probable cause to believe that the identification is possessed or displayed or presented in violation of this section.

Introduced, considered favorably on first reading and ordered published this 5th day of December, 2023, and to be presented for final passage on the 19th day of December, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

Passed and adopted on final reading this 19th day of December, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

December 5, 2023

## AGENDA ITEM SUMMARY

City Council



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### STAFF

Jennifer Poznanovic, Senior Revenue Manager  
Ryan Malarky, Assistant City Attorney

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### SUBJECT

**First Reading of Ordinance No. 168, 2023, Amending Article III of Chapter 25 of the Code of City of Fort Collins for the Voter Approved One-Half Cent Sales Tax Rate Increase Effective January 1, 2024.**

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### EXECUTIVE SUMMARY

The purpose of this item is to amend Section 25-75 of City Code to reflect the 0.50% sales and use tax approved by the voters at the City's November 7, 2023, election. The City of Fort Collins tax rate will increase from 3.85% to 4.35% beginning January 1, 2024. The use of the revenue is specifically identified in the ballot measure and, in general, may be used for parks and recreation facilities, environmental sustainability, and for public transit system improvements. The tax will not apply to: (1) items exempt from sales and use tax under the City Code; (2) food for home consumption; and (3) for the use tax only, manufacturing equipment.

The Ordinance would also amend Section 25-75 to remove reference to a 0.85% sales and use tax that expired at midnight on December 31, 2020. City staff is recommending this change as a clean-up item to remove extraneous provisions from the City Code

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### STAFF RECOMMENDATION

Staff recommends adoption of the Ordinances on First Reading.

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### BACKGROUND / DISCUSSION

On August 15, 2023, Council adopted Resolution 2023-074 to refer a ballot measure to the City's voters at the November 7, 2023, regular election. The ballot measure proposed to increase the rate of the City's sales and use tax rate by the addition of a 0.50% sales and use tax.

On November 7, 2023, Fort Collins's voters approved the 0.50% sales and use tax with the revenue pledged for specific purposes as set forth in the ballot measure. The tax is effective January 1, 2024, and will bring the City's cumulative sales and use tax rate to 4.35% (with the use tax rate for manufacturing equipment remaining at 3%). The tax expires at midnight on December 31, 2050. Below is the ballot language that more specifically sets out the limitations on use of the revenue:

### City-Initiated Ballot Issue No. 1

SHALL CITY OF FORT COLLINS TAXES BE INCREASED BY \$23,800,000 IN THE FIRST FULL FISCAL YEAR (2024), AND BY SUCH AMOUNTS COLLECTED ANNUALLY THEREAFTER, FROM A .50% SALES AND USE TAX BEGINNING JANUARY 1, 2024, AND ENDING AT MIDNIGHT ON DECEMBER 31, 2050, WITH THE TAX REVENUES SPENT ONLY FOR THE FOLLOWING:

- 50% FOR THE REPLACEMENT, UPGRADE, MAINTENANCE, AND ACCESSIBILITY OF PARKS FACILITIES AND FOR THE REPLACEMENT AND CONSTRUCTION OF INDOOR AND OUTDOOR RECREATION AND POOL FACILITIES,
- 25% FOR PROGRAMS AND PROJECTS ADVANCING GREENHOUSE GAS AND AIR POLLUTION REDUCTION, THE CITY'S 2030 GOAL OF 100% RENEWABLE ELECTRICITY, AND THE CITY'S 2050 GOAL OF COMMUNITY-WIDE CARBON NEUTRALITY, AND
- 25% FOR THE CITY'S TRANSIT SYSTEM, INCLUDING, WITHOUT LIMITATION, INFRASTRUCTURE IMPROVEMENTS, PURCHASE OF EQUIPMENT, AND UPGRADED AND EXPANDED SERVICES;

AND WHILE CITY COUNCIL MAY EXERCISE ITS DISCRETION IN DECIDING THE TIMING OF SPENDING FOR EACH CATEGORY, THAT SPENDING SHALL SUPPLEMENT AND NOT REPLACE THE CURRENT CITY FUNDING FOR THE SPECIFIED PURPOSES AND SHALL BE RECONCILED TO THE STATED PERCENTAGES BY THE END OF 2030, 2040, AND WHEN THE LAST REVENUES COLLECTED FROM THE TAX ARE SPENT, BUT THIS TAX SHALL NOT APPLY TO:

- ITEMS EXEMPT UNDER THE CITY CODE FROM CITY SALES AND USE TAX;
- FOOD FOR HOME CONSUMPTION; AND
- MANUFACTURING EQUIPMENT, BUT FOR THE USE TAX ONLY;

AND WITH ALL THE TAX REVENUES, AND INVESTMENT EARNINGS THEREON, TO BE COLLECTED, RETAINED, AND SPENT AS A VOTER-APPROVED REVENUE CHANGE NOTWITHSTANDING THE SPENDING AND REVENUE LIMITATIONS OF ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

#### **CITY FINANCIAL IMPACTS**

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The 0.50% sales and use tax is estimated to generate \$23.8 million dollars in the first full fiscal year (2024).

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

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None.

#### **PUBLIC OUTREACH**

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None.

## ATTACHMENTS

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1. Ordinance for Consideration
2. Resolution 2023-074



ORDINANCE NO. 168, 2023  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AMENDING ARTICLE III OF CHAPTER 25 OF THE CODE OF THE CITY OF FORT  
COLLINS FOR THE VOTER APPROVED ONE-HALF CENT SALES TAX RATE  
INCREASE EFFECTIVE JANUARY 1, 2024

WHEREAS, Article XX, Section 6.g. of the Colorado Constitution grants to the City of Fort Collins, as a home rule municipality, all powers necessary to levy and collect taxes for municipal purposes, subject to any limitations in the Colorado Constitution; and

WHEREAS, on November 16, 1967, the City Council in the exercise of its home rule taxing powers, adopted Ordinance No. 058, 1967, to levy, collect, and enforce beginning on January 1, 1968, a sales and use tax on the purchase of tangible personal property sold at retail in the City and on certain taxable services provided in the City (the “Sales and Use Tax Code”); and

WHEREAS, the Sales and Use Tax Code is currently found in Article III of City Code Chapter 25, which has been significantly amended many times since its adoption in 1967; and

WHEREAS, on August 15, 2023, the City Council adopted Resolution 2023-074 to refer to the City’s voters at the City’s November 7, 2023, regular election, a ballot measure to increase the rate of the City’s then existing sales and use tax by the addition of a fifty one-hundredths (0.50) percent sales and use tax beginning on January 1, 2024, and ending at midnight on December 31, 2050, which the City’s voters approved; and

WHEREAS, City staff is recommending the City Code be amended to include the new tax rate as a result of the voter approval of the ballot measure; and

WHEREAS, City staff is also recommending the City Code be amended to remove reference to an eighty-five one-hundredths (0.85) percent tax to be used in accordance with the terms and conditions of Ordinance No. 126, 2010, said tax having expired at midnight on December 31, 2020, and automatically replaced by an eighty-five one-hundredths tax approved by the voters at the City’s regular election held on April 2, 2019; and

WHEREAS, the City Council hereby finds that amending the Sales and Use Tax Code as proposed in this Ordinance is in the best interests of the City and its taxpayers and promotes the health, safety, and welfare of the community by providing for the accurate and efficient imposition, collection, and enforcement of the City’s sales and use taxes.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That Section 25-75 of the Code of the City of Fort Collins is hereby amended to read as follows:

**Sec. 25-75. Rate of tax.**

(a) The amount of tax hereby levied is ~~three and eight five hundredths (3.85)~~ **four and thirty-five hundredths (4.35)** percent of the purchase price of tangible personal property and taxable services except that the amount of use tax levied on manufacturing equipment is three (3) percent of the purchase price. This tax is composed of a rate of two and twenty-five hundredths (2.25) percent that does not expire and is not restricted in the use of its proceeds and the remaining rate of ~~one and sixty hundredths (1.60)~~ **two and ten hundredths (2.10)** percent is comprised of the following voter-approved taxes:

(1) A twenty-five one-hundredths (0.25) percent tax that expires at midnight on December 31, 2030, the proceeds of which are to be used for the purposes of acquiring, operating and maintaining open spaces, community separators, natural areas, wildlife habitat, riparian areas, wetlands and valued agricultural lands, and to provide for the appropriate use and enjoyment of these areas by the citizenry, pursuant to the provisions of the Citizen-Initiated Ordinance No. 1, 2002;

(2) A twenty-five one-hundredths (0.25) percent tax that expires at midnight on December 31, 2025, the proceeds of which are to be used for the purpose of paying the costs of planning, design, right-of-way acquisition, incidental upgrades and other costs associated with the repair and renovation of City streets, including, but not limited to, curbs, gutters, bridges, sidewalks, parkways, shoulders and medians;

(3) A twenty-five one-hundredths (0.25) percent tax that expires at midnight on December 31, 2025, the proceeds of which are to be used for the purpose of paying the costs of planning, design, real property acquisition, and construction, the capital projects specified in the "Community Capital Improvement Program" and five (5) years of operation and maintenance for those capital projects specified in Ordinance No. 013, 2015, all of which shall be subject to the terms and conditions of Ordinance No. 013, 2015; and

(4) ~~An eighty five one hundredths (0.85) percent tax that expires at midnight on December 31, 2020, the proceeds of which are to be used in accordance with the terms and conditions of Ordinance No. 126, 2010.~~ **An eighty-five one-hundredths (0.85) percent tax, of which the rate of twenty-five one-hundredths (0.25) percent shall expire at midnight on December 31, 2030, and its revenues shall be used to fund municipal operations and maintenance and for any other public purposes. The remaining rate of sixty one-hundredths (0.60) shall not expire and its revenues shall be used to help sustain public safety service levels and fund municipal operations and maintenance, and to fund any other public purposes, except fifteen and sixty one-hundredths (15.60) percent of these revenues shall be used to fund the fire protection and emergency services being provided by the Poudre Fire Authority (PFA) under the City's existing agreement with the Poudre Valley Fire Protection District (District), or in such other amount as the City and the District may agree, but absent an agreement between them for PFA's services, these revenues may be used as determined by City Council.**

~~When the tax described in subsection (a)(4) above expires at midnight on December 31, 2020, the eighty five one hundredths (0.85) percent tax approved at the City's regular election held on April 2, 2019, shall commence. Of this tax, the rate of twenty five one hundredths (0.25) percent shall expire at midnight on December 31, 2030, and its revenues shall be used to fund municipal operations and maintenance and for any other public purposes. The remaining rate of sixty one hundredths (0.60) percent shall not expire and its revenues shall be used to help sustain public safety service levels and fund municipal operations and maintenance, and to fund any other public purposes, except fifteen and sixty one hundredths (15.6) percent of these revenues shall be used to fund the fire protection and emergency services being provided by the Poudre Fire Authority (PFA) under the City's existing agreement with the Poudre Valley Fire Protection District (District), or in such other amount as the City and the District may agree, but absent an agreement between them for PFA's services, these revenues may be used as determined by City Council.~~

(5) A fifty one-hundredths (0.50) percent tax beginning January 1, 2024, and that expires at midnight on December 31, 2050, the proceeds of which are to be used generally for parks and recreation facilities, greenhouse gas and air pollution goals, and for transit system purposes, as more specifically set forth in the terms and conditions of Ordinance No. 168, 2023.

Section 3. That the revenues generated by the fifty one-hundredths percent (0.50%) sales and use tax imposed pursuant to this Ordinance (the "Tax") shall be used only for the following purposes:

- (a) Fifty percent (50%) for the replacement, upgrade, maintenance, and accessibility of parks facilities and for the replacement and construction of indoor and outdoor recreation and pool facilities;
- (b) Twenty-five percent (25%) for programs and projects advancing greenhouse gas and air pollution reduction, the City's 2030 goal of 100% renewable electricity, and the City's 2050 goal of community-wide carbon neutrality; and
- (c) Twenty-five percent (25%) for the City's transit system, including, without limitation, infrastructure improvements, purchase of equipment, and upgraded and expanded services.

And while the City Council may exercise its discretion in deciding the timing of spending for each category, that said spending shall supplement and not replace the current City funding for the specified purposes and shall be reconciled to the state percentages by the end of 2030, 2040, and when the last revenues collected from the tax are spent.

Section 4. That the Tax shall not apply to: (1) all items exempt from sales and use tax under the City Code, as may be amended; (2) food for home consumption as provided by City Code Section 25-73(b)(12); and (3) for the use tax only, manufacturing equipment.

Section 5. That the full amount of the revenues, and investment earnings thereon, derived from the Tax may be retained by the City, notwithstanding any state revenue or expenditure limitations including, but not limited to, those contained in Article X, Section 20 of the Colorado Constitution.

Section 6. That new Section 25-75(a)(5) of the City Code as set forth herein shall take effect at 12:01 a.m. on January 1, 2024.

Section 7. That except as provided herein, all other provisions of Chapter 25 of the City Code shall remain unchanged and in full force and effect unless otherwise rescinded or modified by action of the City Council.

Introduced, considered favorably on first reading and ordered published this 5th day of December, 2023, and to be presented for final passage on the 19th day of December, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

Passed and adopted on final reading this 19th day of December, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

RESOLUTION 2023-074  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
SUBMITTING A BALLOT ISSUE TO THE CITY'S REGISTERED  
ELECTORS AT THE CITY'S REGULAR ELECTION ON NOVEMBER 7, 2023,  
ASKING THEM TO INCREASE BY .50% THE CITY'S SALES AND TAX RATE TO BE  
USED EXCLUSIVELY FOR CERTAIN SPECIFIED PURPOSES

WHEREAS, over the past 20 months, City staff has worked with the Council Finance Committee and the full City Council to address certain areas of shortfalls in City funding and to consider new sources of revenue to remedy these shortfalls; and

WHEREAS, one area of these shortfalls is for the life-cycle replacement and minor and major refresh of existing park and recreation facilities and for constructing indoor and outdoor recreation facilities, including aquatic facilities, as addressed in the City's Park and Recreation Master Plan adopted by City Council on January 19, 2021, in Ordinance No. 010, 2021, as an element of the City's Comprehensive Plan; and

WHEREAS, a second area of shortfalls is for the advancement of certain goals established for the City in the Our Climate Future Plan adopted by City Council on March 16, 2021, in Resolution 2021-031 related to reducing greenhouse gases and pollution, achieving 100% renewable energy, and community-wide carbon neutrality; and

WHEREAS, a third area relates to the future funding of the City's transit system as the need for that funding is described in the City's Transit Master Plan adopted by City Council on April 16, 2019, in Resolution 2019-049; and

WHEREAS, to ensure sufficient funding for each of these shortfall areas, it is City Council's intent that this sales and use tax be at a rate of .50 % and the revenues from it be split 50% for Parks and Recreation, 25% for Climate, and 25% for Transit, with the spending at these percentages be reconciled at the end of 2030, 2040, and when the City spends the last of the tax revenues spent; and

WHEREAS, this sales and use tax shall, however, be for a limited duration, beginning on January 1, 2024, and ending at midnight on December 31, 2050, and shall not apply to any items exempt under the City's Sales and Use Tax Code in Article III of Code Chapter 25, to food for home consumption, or for manufacturing equipment, but for the use tax only; and

WHEREAS, to the extent revenues collected from this tax for expenditure on constructing indoor and outdoor pool facilities are used in constructing swimming lanes for the public pool constructed as part of the Southeast Community Center, it is the City Council's intent that access for Poudre School District (the "District") students is conditional on the District's and City's agreement on the District's share in the full cost of those swimming lanes; and

WHEREAS, if the City's registered electors approve this tax, the revenue from it will supplement the amounts of City-sourced revenues currently being expended for these three areas,



and not to replace them with revenues from this new tax, so that the overall funding in these areas will increase according to the revenues generated by this tax and the percentages stated below in the ballot question; and

WHEREAS, Article X, Section 20 of the Colorado Constitution requires the imposition of this property tax to be approved by the City's registered electors; and

WHEREAS, Article X, Section 3 of the City's Charter authorizes the City Council to submit any question to a vote of the people at a regular City election.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings in the recitals set forth above.

Section 2. That there is hereby submitted to the City's registered electors at the City's regular municipal election to be held on November 7, 2023, this ballot issue with the following ballot title and submission clause:

**City-Initiated Ballot Issue No. 1**

SHALL CITY OF FORT COLLINS TAXES BE INCREASED BY \$23,800,000 IN THE FIRST FULL FISCAL YEAR (2024), AND BY SUCH AMOUNTS COLLECTED ANNUALLY THEREAFTER, FROM A .50% SALES AND USE TAX BEGINNING JANUARY 1, 2024, AND ENDING AT MIDNIGHT ON DECEMBER 31, 2050, WITH THE TAX REVENUES SPENT ONLY FOR THE FOLLOWING:

- 50% FOR THE REPLACEMENT, UPGRADE, MAINTENANCE, AND ACCESSIBILITY OF PARKS FACILITIES AND FOR THE REPLACEMENT AND CONSTRUCTION OF INDOOR AND OUTDOOR RECREATION AND POOL FACILITIES,
- 25% FOR PROGRAMS AND PROJECTS ADVANCING GREENHOUSE GAS AND AIR POLLUTION REDUCTION, THE CITY'S 2030 GOAL OF 100% RENEWABLE ELECTRICITY, AND THE CITY'S 2050 GOAL OF COMMUNITY-WIDE CARBON NEUTRALITY, AND
- 25% FOR THE CITY'S TRANSIT SYSTEM, INCLUDING, WITHOUT LIMITATION, INFRASTRUCTURE IMPROVEMENTS, PURCHASE OF EQUIPMENT, AND UPGRADED AND EXPANDED SERVICES;

AND WHILE CITY COUNCIL MAY EXERCISE ITS DISCRETION IN DECIDING THE TIMING OF SPENDING FOR EACH CATEGORY, THAT SPENDING SHALL SUPPLEMENT AND NOT REPLACE THE CURRENT CITY FUNDING FOR THE

SPECIFIED PURPOSES AND SHALL BE RECONCILED TO THE STATED PERCENTAGES BY THE END OF 2030, 2040, AND WHEN THE LAST REVENUES COLLECTED FROM THE TAX ARE SPENT, BUT THIS TAX SHALL NOT APPLY TO:

- ITEMS EXEMPT UNDER THE CITY CODE FROM CITY SALES AND USE TAX;
- FOOD FOR HOME CONSUMPTION; AND
- MANUFACTURING EQUIPMENT, BUT FOR THE USE TAX ONLY;

AND WITH ALL THE TAX REVENUES, AND INVESTMENT EARNINGS THEREON, TO BE COLLECTED, RETAINED, AND SPENT AS A VOTER-APPROVED REVENUE CHANGE NOTWITHSTANDING THE SPENDING AND REVENUE LIMITATIONS OF ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

\_\_\_\_ Yes/For  
\_\_\_\_ No/Against

Passed and adopted at an adjourned meeting of the Council of the City of Fort Collins this 15th day of August 2023.



  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Chief Deputy City Clerk

December 5, 2023

## AGENDA ITEM SUMMARY

City Council



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### STAFF

Rupa Venkatesh, Assistant City Manager  
Davina Lau, Public Engagement Specialist  
Jenny Lopez Filkins, Deputy City Attorney

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### SUBJECT

**First Reading of Ordinance No. 169, 2023, Amending Chapter 2, Article III of the Code of the City of Fort Collins to Update Ex-Officio Member Provisions for Various Boards and Commissions.**

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### EXECUTIVE SUMMARY

The purpose of this item is to consider an amendment to add an ex-officio seat for the Housing Catalyst to the Affordable Housing Board and to eliminate ex-officio members from the Art in Public Places Board and Water Commission.

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### STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

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### BACKGROUND / DISCUSSION

During the August 8, 2023, Council work session reviewing the recommendations from the Ad Hoc Council Committee on Boards and Commissions, there was discussion concerning the Housing Catalyst's request for ex-officio representation on the Affordable Housing Board (AHB). City Council expressed interest in changing the City Code to allow an ex-officio representative from the Housing Catalyst to serve on the Affordable Housing Board. After the work session, direction was given for staff to craft criteria for Council to consider when a request is made to add an ex-officio, nonvoting member to a board or commission.

During the October 24, 2023, Council work session, general consensus was given for the following:

An ex-officio member is an individual who serves on a board by virtue of holding a position with a non-City organization and who represents that organization when serving as an ex-officio member to a City board or commission.

- Council will formally select the entity that serves as ex-officio to the board by a Code update and the entity will then appoint. No formal appointment by the City Council of the individual ex-officio member is desired.
- Ex-officio members should be non-voting members of the board.
- The entity could lend a regional expertise that the City does not have through other partnerships.

For an organization to be considered for an ex-officio seat on a board or a commission the following must apply:

- The organization must be nonpartisan and a governmental or quasi-governmental entity.
- The organization includes members or employees who are experts in the field of work that falls within the functions of the board.
- The entity's expertise is needed on an ongoing basis.
- The work of the other entity aligns with the board's functions.

The following may apply:

- The City is a party to an intergovernmental agreement with the other organization.
- The City has a financial tie to the organization.
- A City Councilmember serves as a liaison or board member to that organization.

The request for a representative from Housing Catalyst to serve on AHB meets all the above criteria.

After the October 24, 2023, Council work session, staff determined that the new Active Modes Advisory Board should form and meet to discuss their ex-officio needs and provide a recommendation to Council. The new Board will start in April 2024.

During the October 24, 2023, Council work session, Councilmembers expressed interest in eliminating all current ex-officio members from City boards and commissions, except adding an ex-officio member to the Affordable Housing Board. On September 19, 2023, City Council adopted Ordinance No. 118, 2023, which eliminated ex-officio members from the Women's Advisory Board effective January 1, 2024. Currently, City Code allows ex-officio membership on the Women's Advisory Board, the Art in Public Places Board and the Water Commission. With this Ordinance, the ex-officio memberships on the Art in Public Places Board and Water Commission will be eliminated.

Similarly, each board and commission is encouraged to include an ex-officio assessment, using the criteria above, in their work plans which are due in November of every year and bring forth a recommendation for Council consideration at a future date, if one is needed.

## **CITY FINANCIAL IMPACTS**

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None.

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

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The Affordable Housing Board unanimously supported the recommendation during their July 6, 2023, meeting for the following reasons:

- In recognition of the contributions of expertise and local knowledge of a Housing Catalyst staff or board member.
- A non-voting seat avoids conflicts of interest so that quorum can be more easily attained.
- Residency limits would not apply to this seat.

Their recommendation was also supported by the Ad Hoc Council Committee on Boards and Commissions.

## **PUBLIC OUTREACH**

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All board and commissions were given the opportunity to provide feedback on the purpose and utilization of ex-officio members and are encouraged to discuss further during the 2024 year.

## **ATTACHMENTS**

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1. Ordinance for Consideration
2. Presentation



ORDINANCE NO. 169, 2023  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AMENDING CHAPTER 2, ARTICLE III OF THE CODE OF THE  
CITY OF FORT COLLINS TO UPDATE EX-OFFICIO MEMBER  
PROVISIONS FOR VARIOUS BOARDS AND COMMISSIONS

WHEREAS, the City has numerous boards and commissions, created by the City Council by ordinances, that perform a wide range of functions, including advising City Council and City staff on areas of particular knowledge or expertise; and

WHEREAS, on November 15, 2022, the City Council adopted Resolution 2022-122 creating an ad hoc committee on boards and commissions (“Committee”) to consider and make recommendations to improve efficiency and consistency of board and commission processes and reduce barriers to participation; and

WHEREAS, on July 19, 2023, at its final meeting, the Committee recommended to City Council several changes to the composition and functions of several advisory boards, and eliminating most one-year board member terms; and

WHEREAS, the City Council’s discussion included ex-officio membership on City boards and commissions; and

WHEREAS, an ex-officio member is an individual who serves as a non-voting member on a board or commission because of a position they hold with a non-City organization; and

WHEREAS, the Committee recommended allowing an ex-officio representative from the Housing Catalyst to serve on the Affordable Housing Board; and

WHEREAS, during its August 8, 2023, work session, City Councilmembers expressed interest in adding an ex-officio Housing Catalyst staff member to the Affordable Housing Board because of their relevant knowledge and expertise; and

WHEREAS, current City Code provisions describing the membership of the Women’s Advisory Board include ex-officio members from Colorado State University and Larimer County; and

WHEREAS, on September 19, 2023, City Council adopted Ordinance No. 118, 2023, changing the name, functions and composition of what had been the Women’s Advisory Board to the Women and Gender Equity and Advisory Board, effective January 1, 2024; and

WHEREAS, effective January 1, 2024, the membership of the Women and Gender Equity and Advisory Board will not include ex-officio members; and

WHEREAS, during its October 24, 2023, work session, Councilmembers expressed interest in uniformity and consistency in determining which boards or commissions will be allowed to include ex-officio members; and

WHEREAS, the Council work session provided input to staff about criteria to considered in determining whether a board or commission's membership should include an ex-officio members or members; and

WHEREAS, City staff has developed assessment tools and indicators for the City Council to consider in deciding whether to allow ex-officio membership on a City board or commission; and

WHEREAS, the assessment tools and indicators include whether the non-City organization has and could lend relevant regional expertise, knowledge or experience to a City board or commission through an ex-officio member, whether the non-City organization is nonpartisan, governmental or a quasi-governmental entity; whether the organization includes members or employees who are experts in areas that fall within the functions of the relevant board or commission, whether the expertise or knowledge is needed on an ongoing basis, and whether the work of the other entity aligns with the board or commission's functions; and

WHEREAS, other factors that may apply include whether the City and the organization are parties to an intergovernmental agreement, whether the City has a financial tie to the organization and whether a City Councilmember serves as a liaison or board member of the organization; and

WHEREAS, during the October 24, 2023, work session, Councilmembers expressed interest in eliminating all current ex-officio members from City boards and commissions; and

WHEREAS, during the October 24, 2023, work session, Councilmembers encouraged City staff to work with boards and commissions to provide input to City Council about ex-officio membership through their annual work plan process and bring forth a recommendation for ex-officio membership if appropriate; and

WHEREAS, the Art in Public Places Board and the Water Commission membership currently includes ex-officio members and the City Council is interested in amending the Code to eliminate the ex-officio members until such time as the City Council may amend the Code to allow ex-officio membership on this board or commission using the process described above; and

WHEREAS, the City Council finds that the proposed changes to the City Code are in the best interests of the City and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That Section 2-102 of the Code of the City of Fort Collins is hereby amended to read as follows:

### **Sec. 2-102. - Affordable Housing Board.**

(a) The City shall have an Affordable Housing Board, hereafter referred to in this Section as the "Board." The Board shall consist of seven (7) members. In connection with the solicitation, consideration, and appointment of members to the Board, the City Council may give preference to and consider an applicant's experience or training in, or familiarity with, affordable housing issues, including, without limitation, issues pertaining to development, finance, lending, charitable and low-income services, and general community services. It is also desirable that at least one Board member be a current or former resident of affordable housing. **In addition to the seven (7) Board members appointed by the City Council, the Housing Catalyst may appoint a representative to serve as an ex officio nonvoting member to the Board. Such Housing Catalyst appointee shall not be subject to any residency requirement, nor shall the ex-officio member be considered in determining whether a quorum is present.**

(b) The duties and functions of the Board shall be:

- (1) To advise the City Council and City staff on all matters pertaining to affordable housing issues of concern to the City;
- (2) To advise and make recommendations to City staff, the Human Services and Housing Funding Board, and the City Council concerning the expenditure of City funds for affordable housing;
- (3) To aid and guide the development of City-wide affordable housing programs to address currently existing and potential affordable housing issues;
- (4) To promote citizen participation and public education on City-wide affordable housing issues; and
- (5) To be aware of and coordinate with the various other City boards, commissions and authorities, City departments, and other organizations and entities whose actions may affect affordable housing in the community.

Section 3. That Section 2-143 of the Code of the City of Fort Collins is hereby amended to read as follows:

### **Sec. 2-143. - Art in Public Places Board.**

(a) The City shall have an Art in Public Places Board, hereafter referred to in this Section as the "Board." The Board shall consist of seven (7) members. Three (3) of the Board members shall be arts professionals. For the purpose of this Section, arts professional shall mean a person who has either a degree in a visual arts related field and/or extensive professional experience in the visual arts. Upon the request of the City Council, the Cultural Resources Board shall recommend to the City Council arts professionals for appointment to the Board. ~~A member of the Cultural Resources Board shall serve as an ex officio liaison to the Board.~~

(b) The Board shall have the following functions:

- (1) To advise and make recommendations to the City Council regarding incorporation of works of art into construction projects and regarding expenditures from the art in public places reserve account for artists, works of art and sites for placement of works of art, following established and published guidelines;
- (2) To advise and make recommendations to the City Council regarding the acceptance of offers to donate art to be placed in public areas and regarding the site for placement of such donated art; and
- (3) To advise and make recommendations to the Director of Community Services and the City Council as to rules, regulations, guidelines, policy, administrative and budgetary matters pertaining to the art in public places program.

Section 4. That Section 2-178 of the Code of the City of Fort Collins is hereby amended to read as follows:

**Sec. 2-178. - Water Commission.**

(a) The City shall have a Water Commission, hereafter referred to in this Section as the "Commission." The Commission shall consist of nine (9) members.

~~(b) The County Board of Commissioners may appoint a representative of the County's Public Works Department to serve as an ex officio member to act as liaison to the Commission, who shall represent the County in coordination by the City and County of stormwater management matters. Such ex officio member shall not have voting privileges on matters coming before the Commission, and may be excluded from any executive session of the Commission. Such ex officio member shall serve for an indefinite duration; however, such appointment may be terminated by action of the City Council or the County Board of Commissioners, or upon resignation of the member.~~

(b) The general purposes of the Commission shall be to advise the City Council in matters pertaining to water, wastewater and stormwater utility policy issues and to act as a quasi-judicial body relating to certain matters. The Commission shall have the following functions:

- (1) To advise the City Council regarding water rights planning, acquisition and management; service and development fees; water rental rates; annual budgets; service area delineation; master planning; development and design criteria; water conservation; public information and education; drought emergency; regulatory issues; water quality issues; and local, state and federal legislation;
- (2) To act as a quasi-judicial body relating to floodplain regulation variances, stormwater fee disputes, and storm drainage design criteria variances;

- (3) To provide advice and citizen input regarding proposed policies and actions affecting the customers of the water, wastewater and stormwater utilities;
- (4) To advise the City Council regarding other water-related policy issues pertaining to environmental and recreational uses of water, regional and state water issues and projects and obligations to Fort Collins citizens outside of the water utility service area;
- (5) To make recommendations to the City Council concerning stormwater facilities in the City, including the appropriate division of the City into separate drainage basins. These basins shall separately fund the stormwater facilities to be installed to serve each basin. The Commission shall recommend the facilities needed for each basin to provide adequate stormwater drainage in the basin. Such recommendations shall include the following for each drainage basin:
  - a. The facilities to be installed;
  - b. The time and schedule for installation of facilities;
  - c. The method of assessing costs of facilities to be installed against property in the basin; and
  - d. The portion of the cost of facilities to be funded by the property in the basin and the portion, if any, of such cost which should be paid by the City as a whole;

Before making a recommendation for any stormwater project, the Commission shall analyze the project and compare the total benefits to be achieved with the anticipated cost of the project. Projects shall be recommended if the analysis indicates that the total benefits are greater than the cost of the project;

- (6) To review and make recommendations to the City Council on a master drainage plan to be developed for stormwater facilities by the City administration, with such recommendations to include proposed methods of funding any master drainage plan as finally approved;
- (7) To consider all variances and appeals from the application of the provisions of the provisions of Chapter 10 of this Code, Flood Prevention and Protection;
- (8) To hear the petition of any owner or owners of property in the City who dispute the amount of the stormwater utility fee or stormwater basin fee made against such owner's property or who dispute any determination made by or on behalf of the City pursuant to and by authority of Chapter 26, Article VII of this Code and shall make such revision or modification of such charge or determination as it shall deem appropriate in accordance with § 26-520;



(9) To make recommendations to City Council regarding policy or technical matters related to stormwater management. The Commission shall make comments on policy items prepared by other City departments; and

(10) To hear the petition of any owner or owners of property in the City who dispute or seek a variance in the City's "Storm Drainage Design Criteria and Construction Standards."

(c) Final decisions of the Commission under Subsections (b)(7), (b)(8) and (b)(10) shall be subject to the right of appeal to the City Council as set forth in § 2-46 et seq.

Section 5. That the revisions to the City Code set forth in this Ordinance will go into effect on January 1, 2024.

Introduced, considered favorably on first reading and ordered published this 5th day of December, 2023, and to be presented for final passage on the 19th day of December, 2023.

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Mayor

ATTEST:

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City Clerk

Passed and adopted on final reading this 19th day of December, 2023.

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Mayor

ATTEST:

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City Clerk

# Ex-Officio Members on Boards and Commissions

**Rupa Venkatesh**

Assistant City Manager

**Davina Lau**

Public Engagement Specialist

**Jenny Lopez Filkins**

Deputy City Attorney



- **Addition of an Ex-officio seat for a Housing Catalyst representative on the Affordable Housing Board**
- **Removal of all other Ex-officio seats in the Code**
  - **Art in Public Places Board – removal of an ex-officio representative from the Cultural Resource Board**
  - **Water Commission – removal of an ex-officio representative from the County's Public Works Department**

## August 8 Council Work Session

## October 24 Council Work Session



Discussion concerning the Housing Catalyst's request for ex-officio representation on the Affordable Housing Board (AHB). Staff given direction to draft criteria for City Council to consider when a request is made to add an ex-officio, nonvoting member to a board or commission.

Criteria brought to Council.  
Discussion concerning the need for an ex-officio member on boards and commissions. Consideration of what criteria organizations must meet to be considered for an ex-officio seat.

- **The request for an addition of an ex-officio member can come from a variety of sources:**
  - **Board chair or Board member(s)**
  - **Community organization**
  - **Resident**
  - **Councilmember(s)**
  - **Staff liaison, Department Director or City Manager**
- **The source should outline their request utilizing the criteria listed on the next slides.**
- **Council considers the request using the same criteria listed.**
- **If there is a desire by Council to approve the request, Council will need to formally amend the Code to add any ex-officio seats to boards or commissions.**
- **Once the entity is adopted in the Code, the entity then appoints the ex-officio member.**
- **Ex-officio members are non-voting members of the board.**



**For an organization to be considered for an ex-officio seat on a board or a commission the following must apply:**

- The organization must be nonpartisan and a governmental or quasi-governmental entity.
- The organization includes members or employees who are experts in the field of work that falls within the functions of the board.
- The entity's expertise is needed on an ongoing basis.
- The work of the entity aligns with the board's functions.

**The following may apply:**

- The City is a party to an intergovernmental agreement with the other organization.
- The City has a financial tie to the organization.
- A City Councilmember serves as a liaison or board member to that organization.

- **Addition of an Ex-officio seat for a Housing Catalyst representative on the Affordable Housing Board**
- **Removal of all other Ex-officio seats in the Code**
  - **Art in Public Places Board – removal of an ex-officio representative from the Cultural Resource Board**
  - **Water Commission – removal of an ex-officio representative from the County's Public Works Department**

Note: On September 19, 2023, City Council adopted Ordinance No. 118, 2023, which eliminated ex-officio members from the Women's Advisory Board effective January 1, 2024.

- **Second reading of Ordinance will be December 19, 2023.**
- **Each board and commission is encouraged to include an ex-officio assessment, using the established criteria, in their work plans which are due in November of every year and bring forth a recommendation for Council consideration at a future date, if one is needed.**
  - **Active Modes Advisory Board will begin in April 2024 and will discuss ex-officio needs.**



# Thank you!

December 5, 2023



## AGENDA ITEM SUMMARY

City Council

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### STAFF

Aaron Ehle, Airport Planning & Development Specialist  
Ryan Malarky, Assistant City Attorney

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### SUBJECT

**First Reading of Ordinance No. 170, 2023, Authorizing the Conveyance of a Permanent Non-Exclusive Utility Easement on Property Jointly Owned by the City of Fort Collins and the City of Loveland at the Northern Colorado Regional Airport to the Fort Collins-Loveland Water District.**

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### EXECUTIVE SUMMARY

The purpose of this item is to authorize a permanent non-exclusive utility easement over a portion of the Northern Colorado Regional Airport property to allow for the installation and maintenance of a regional waterline to serve the Fort Collins-Loveland Water District's (the "District") public water system. This project will directly benefit the Airport by providing water infrastructure to areas that currently lack it and service connection points, which have been strategically located to serve future Airport development.

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### STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

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### BACKGROUND / DISCUSSION

Northern Colorado Regional Airport is a public facility jointly owned and operated by the Cities of Fort Collins and Loveland. In 2015, the Cities entered into an intergovernmental agreement ("IGA") that formed the Northern Colorado Regional Airport Commission, which delegated certain powers and authority to operate and maintain the Airport. However, only the City Councils have the authority to grant easements as permanent property rights at the Airport.

In connection with the planned upgrades to the District's water system, an agreement for a permanent non-exclusive easement for a regional waterline (the "Easement") has been negotiated by staff from the Airport, both Cities, and the District. The Easement area consists of 6.233 acres along the north and east boundaries of the Airport.

Under City Code Section 23-111, the City Council may sell, convey, exchange, or otherwise dispose of any and all interests in City-owned real property if the City Council finds, by ordinance, that such sale or disposition is in the best interests of the City. City Code Section 23-114 requires that any sale, lease or other conveyance of property must be for an amount equal to or greater than the fair market value of such interest unless the City Council or City Manager, as applicable, determines that such sale or lease serves a bona fide public purpose by meeting certain criteria.



here, the conveyance of the Easement will result in the City, at a minimum, receiving fair market value, because the District has agreed to install certain water infrastructure improvements on Airport property that will benefit the Airport.

The Airport conducted an appraisal in conformance with the guidelines and recommendations set forth in the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), the Uniform Standards of Professional Appraisal Practice (USPAP) and the Uniform Relocation Assistance and Real Property Acquisition Act. It also conforms to the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. The appraisal concluded that the value to the Airport of the new infrastructure on its property was approximately \$854,141. The value of the land to be encumbered by the Easement is estimated at \$327,233, resulting in a net benefit of approximately \$526,908 to the Airport.

The conveyance of the Easement is in the best interests of the City because it will allow the District to create a more robust and reliable water system that serves, in part, much of south Fort Collins. The Easement will also encourage future private development at the Airport by providing water infrastructure to areas of Airport property where such infrastructure is lacking. This future development will be in alignment with the Airport Master Plan, which has been approved by City Council.

The Airport Commission considered the conveyance of the Easement at a public meeting and voted to recommend its approval by the City Councils.

### **CITY FINANCIAL IMPACTS**

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The Easement does not have material financial impacts to the City but does result in a net benefit to the Airport of approximately \$526,908 in new water infrastructure.

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

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The Northern Colorado Regional Airport Commission recommended that the City Councils approve the Easement with a 5-0 vote at their September 21, 2023, meeting.

### **PUBLIC OUTREACH**

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The item was discussed at two Airport Planning & Development Subcommittee meetings and one Airport Commission meeting, all of which are public meetings.

### **ATTACHMENTS**

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1. Ordinance for Consideration
2. Exhibit A to Ordinance

ORDINANCE NO. 170, 2023  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AUTHORIZING THE CONVEYANCE OF A PERMANENT NON-EXCLUSIVE UTILITY  
EASEMENT ON PROPERTY JOINTLY OWNED BY THE CITY OF FORT COLLINS AND  
THE CITY OF LOVELAND AT THE NORTHERN COLORADO REGIONAL AIRPORT TO  
THE FORT COLLINS-LOVELAND WATER DISTRICT

WHEREAS, the City of Fort Collins (“City”) and the City of Loveland (“Loveland”) (collectively, the “Cities”) jointly own property located in Loveland (the “Property”) known as the Northern Colorado Regional Airport (the “Airport”); and

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

WHEREAS, in connection with the expansion of its public water systems, the Fort Collins-Loveland Water District (the “District”) has requested the Cities grant it an easement (the “Easement”) over Airport property for the installation of a regional waterline that will, in part, service residents of southern Fort Collins; and

WHEREAS, as consideration to the Airport and the Cities, the District will install water service infrastructure in locations to be determined by Airport staff that will extend service to portions of Airport property anticipated for future development in accordance with the Airport Master Plan; and

WHEREAS, a professional appraiser valued the Easement to be conveyed and the new infrastructure to benefit the Airport, and has determined that the value of the infrastructure exceeds the value of the Easement; and

WHEREAS, the Cities desire to grant the Easement on the terms and conditions more fully set forth in the Easement Agreement attached hereto as Exhibit A and incorporated herein by this reference (the “Easement Agreement”); and

WHEREAS, City Code Section 23-111(a) authorizes the City Council to sell, convey, or otherwise dispose of any interest in real property owned by the City, provided that the City Council first finds, by ordinance, that such sale or disposition is in the best interest of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the City Council hereby finds that the City’s conveyance of the Easement in exchange for the District’s installation of water infrastructure on the Airport results in the City receiving, at a minimum, fair market value for the Easement.

Section 3. That the City Council hereby authorizes the Mayor to execute the Easement Agreement substantially in the form attached hereto as Exhibit A with such modifications or additional terms and conditions as the City Manager, in consultation with the City Attorney, determines are necessary or appropriate to protect the interests of the City or effectuate the purposes of this Ordinance.

Introduced, considered favorably on first reading and ordered published this 5th day of December, 2023, and to be presented for final passage on the 19th day of December, 2023.

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Mayor

ATTEST:

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City Clerk

Passed and adopted on final reading this 19th day of December, 2023.

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Mayor

ATTEST:

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City Clerk

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Fort Collins, Colorado, a municipal corporation, and the City of Loveland, Colorado, a municipal corporation, hereinafter referred to jointly as “the Grantors” and Fort Collins-Loveland Water District, a quasi-municipal corporation and a political subdivision of the state of Colorado, hereinafter referred to as “the District”.

WHEREAS, Grantors jointly own and operate the Northern Colorado Regional Airport (the “Airport”) located in Loveland, Colorado on a parcel of property legally described in “Exhibit A” attached hereto and incorporated herein (hereinafter the “Grantors’ Property”); and

WHEREAS, the District desires to install, and obtain an easement for, a regional waterline under and through Grantors’ Property for connection to the portion of the District’s public water system located east of the Grantors’ Property; and

WHEREAS, as consideration for this easement, the District has agreed to install such waterline in a manner that will benefit the Airport and Grantors by bringing water infrastructure to areas of the Grantors’ Property that may be developed in the future, as further described herein.

## WITNESSETH:

For and in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which is hereby confessed and acknowledged, the Grantors have granted and conveyed and by these presents do grant and convey unto the District, its successors and assigns, a permanent non-exclusive easement (the “Easement”) for the installation, construction, maintenance, inspection, operation, replacement, enlargement, and/or removal of one (1) or more domestic waterlines of such size and capacity as the District determines and all underground and surface appurtenances thereto, including without limitation metering stations and other fixtures (collectively, the “Facilities”), in, through, over, across, and upon that portion of the Grantors’ Property described and depicted below (the “Easement Area”):

See “Exhibit B” – Legal Description of Easement Area.

See “Exhibit C” – Easement Area depiction.

In addition to the foregoing grant of easement by the Grantors to the District, the Grantors further grant and convey to the District the following rights and privileges:

A. The right to grade the full width of the Easement Area and to provide no less than five feet (5’) and no more than six feet (6’) of earth cover, measured vertically from the top of any part of the waterline; provided, however, that if the District determines that more than six feet (6’) of earth cover is necessary or appropriate, the District will coordinate with Airport staff to perform such grading at a time that does not unduly interfere with Airport operations. For purposes of this Agreement, the term “Airport staff” shall mean the individual(s) designated and authorized by Grantors to make the decisions and take the actions described and directed herein. The District may rely on the information and direction given by Airport staff pursuant to this Agreement and shall have no obligation to verify that any particular individual has been duly authorized by the Grantors to provide such information and/or direction.

B. Subject to Airport security requirements and prior written consent of Airport staff which shall not be unreasonably withheld, the right of ingress and egress in, to, through, over and across the Easement Area by means of existing roads (whether public or private) located on the Grantors’ Property.

C. The right to grade, construct, maintain, and use any access roads upon the Grantors’ Property within the Easement Area for such purposes of initial construction and ongoing maintenance with prior written consent of the Airport staff in the exercise of its right of ingress and egress to and from the Easement. For any construction or alteration on the Easement or Grantors’ Property, the District will be required to complete and submit to the Federal Aviation Administration a Form 7460-1 “Notice of Proposed Construction or Alteration.”

D. To mark the location of the Easement Area and/or the waterline with paint or markers set in the ground provided that any such markers remaining after the period of construction of the Facilities shall be placed in locations which will not interfere with any reasonable use of the Easement Area by the Grantors.

E. For all of the District's access needs to the Easement Area or any other portion of Grantors' Property, such access is subject to the prior written consent of Airport staff pursuant to the Northern Colorado Regional Airport's security requirements and other applicable laws, plans, policies, and rules and regulations. It is the parties' intent to provide the District with as much access as possible to the Easement Area while complying with the various rules and regulations associated with operating an Airport.

F. All other rights necessary and incident to the full and complete use and enjoyment of the Easement for the purposes herein granted.

G. Other public utilities such as sanitary sewer, storm sewer, gas, electric, and cable lines may be installed in the Easement as long as they do not interfere with the District's rights hereunder and meet the District's requirements for separation and crossing of utilities.

The Grantors hereby covenant and agree to and with the District, its successors and assigns that:

A. Except as otherwise provided in this subparagraph A, the Grantors, their heirs, personal representatives, administrators, successors, and assigns shall not erect or place any permanent building, structure, improvement, fence, tree, berm, or hard landscaping on the Easement Area, excluding the installation of permanent paved surfaces, including but not limited to roadways and taxiways needed for Airport purposes over the Easement Area by the Grantors. In the event of the placement of any such obstacles within the Easement Area contrary to the provisions of this subparagraph A, the District shall have the right to require the Grantors to remove such disallowed obstacles from the Easement Area and, in the event the Grantors fail to do so upon request, the District may remove such obstacles at the Grantors' expense and without any liability for repair or replacement thereof. Notwithstanding the foregoing, the Grantors, their heirs, personal representatives, administrators, successors, and assigns shall have the right, without the consent of the District, to plant grasses and other groundcover and small shrubs upon the Easement Area which are usual and customary for the full use and enjoyment of the Grantor's Property. The District shall be responsible at its sole cost and expense for repair and replacement of any permanent paved surfaces and associated landscaping damaged or removed by the District.

B. The Grantors do hereby covenant and agree to and with the District that the Grantors are lawfully seized of the Easement Area and the Grantors' Property, and that the Grantors have a good and lawful right to convey the Easement to the District.

C. The District shall have the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and undisturbed enjoyment of the rights described in this Agreement. The Grantors shall take no action that would impair the earth cover over, or the lateral or subjacent support for, any of the Facilities within the Easement.

The District does hereby covenant and agree to and with the Grantors as follows:

A. The District will install five (5) water main stubs each fitted with a valve and a fire hydrant assembly in locations to be determined by Airport staff in writing that provide the capability to extend water service into portions of the Grantors' Property anticipated to be subject to future development. For the avoidance of doubt, all fees associated with connecting to the District's water system shall be paid by the entity desiring to make such connection.

B. The District shall not fence or otherwise enclose the Easement Area, except during periods of construction and repair.

C. All trenches and excavations made in the laying or repairing of the Facilities shall be properly backfilled and as much of the original surface soil as reasonably possible shall be placed on top. All large gravel, stones, and clods will be removed from the finished backfill. The District will finish the backfill after normal settling of the soil so that the use and enjoyment of said Easement Area by the Grantors shall be suitable for the purpose now used, subject to the District's rights hereunder. The District will maintain the trench area and the Facilities at its own cost and expense.

D. The District may not use the Easement Area or any of Grantors' Property for any purpose other than to transport, serve and distribute potable water. If the Easement is used by the District for any purpose other than stated herein, the Easement may be terminated at the Grantors' sole discretion and all of the right, title and interest of District (and District's successors or assigns) in and to the Easement become null and void, and the



Easement shall absolutely revert to and revest in Grantors as fully and completely as if this instrument had not been executed, without the necessity for suit or re-entry and District shall remove improvements. No act or omission on the part of any beneficiary of this paragraph shall be a waiver of the operation or enforcement of this paragraph.

E. Grantors reserve the right to use the Easement Area and Grantors' Property for any purposes that will not interfere with District's full enjoyment of the rights granted herein.

F. To the extent allowed by law, District agrees to indemnify and hold harmless the Grantors, their officers, employees, and agents, from and against all liability, claims, and demands on account of any injury, loss, or damage arising out of or connected with District's use of the Easement, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the District or any officer, employee, agent, or contractor of the District, or any other person for whom the District is responsible. The District shall notify Grantors and provide a copy of any and all written claims or demands within two business days of receipt. The District's indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by the negligent act or omission of the Grantors.

Written notices shall be directed as follows and shall be deemed received when hand-delivered or emailed to the then-current email address for the addressee, or three days after being sent by certified mail, return receipt requested:

If to Grantors:

City of Fort Collins  
Attn: City Manager  
City Hall West  
300 LaPorte Avenue  
Fort Collins, CO 80521

With a copy to:

City Attorney  
City of Fort Collins  
City Hall West  
300 LaPorte Avenue  
Fort Collins, CO 80521

City of Loveland  
Attn: City Manager  
500 E. Third Street  
Loveland, CO 80537

With a copy to:

City Attorney  
City of Loveland  
500 E. Third Street  
Loveland, CO 80537

If to District:

District Engineer  
Fort Collins-Loveland Water District

5150 Snead Drive  
Fort Collins, CO 80525

It is mutually agreed between the parties hereto that:

A. Except to the extent that such rights may be inconsistent with or interfere with the rights and privileges herein granted to the District, the Grantors shall retain the right to use and enjoy the Easement Area.

B. The benefit and burdens of this Agreement shall inure to and be binding upon the respective heirs, personal representatives, successors, or assigns of the parties hereto.

C. Whenever used herein, the singular shall include the plural and the plural the singular and the use of any gender shall apply to all genders.

D. This Easement is and shall be subordinate to the provision of existing and future agreements between the Grantors and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of federal funds for the benefit of the Airport. Grantors shall give the District adequate written notice of any future agreements that may impair any grant contained in this Agreement.

E. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Easement. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Larimer, State of Colorado.

F. This Agreement may be executed in separate counterparts, and the counterparts taken together shall constitute the whole of this Agreement. Facsimile, scanned and other electronic signatures permitted by law, for purposes of this Agreement, shall be deemed as original signatures.

G. This Agreement shall be recorded in the real property records of the Clerk and Recorder of Larimer County, Colorado.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

## GRANTORS:

City of Fort Collins, Colorado  
A municipal corporation,

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

## ATTEST:

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

## APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

City of Loveland, Colorado  
A municipal corporation,

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

## ATTEST:

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

## APPROVED AS TO FORM:

\_\_\_\_\_  
Senior Assistant City Attorney

## GRANTEE:

FORT COLLINS LOVELAND – WATER DISTRICT,  
a quasi-municipal corporation and political subdivision of the State of  
Colorado

By: Janet Butlie 11/22/2023  
District Engineer

STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of November 2023 by  
Sandra Bratlie.

Witness my hand and official seal.

My Commission Expires:

February 21, 2027

Gail Elaine Perkins  
Notary Public

GAIL ELAINE PERKINS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20194007001  
MY COMMISSION EXPIRES FEBRUARY 21, 2027

**EXHIBIT A**  
**(Legal Description of Airport)**

Section 1:

Tract A, Barnstorm 2<sup>nd</sup> Addition, City of Loveland, County of Larimer, State of Colorado

Section 2:

Tract B, Barnstorm 2<sup>nd</sup> Addition, City of Loveland, County of Larimer, State of Colorado, Less Barnstorm 1<sup>st</sup> Subdivision, Less FNL Condominiums, a leasehold condominium, less 20090028294 (Fort-Love Hangar Condos), Less ROW 20050071130-031, Less ROW 20190050171

Section 3:

Lots 1 and 2, Barnstorm 1<sup>st</sup> Subdivision, City of Loveland, County of Larimer, State of Colorado

Section 4:

That portion of the N 1/2 of Section 28, Township 6 North, Range 68 West of the 6th P.M., more particularly described as follows: Considering the North line of the NW 1/4 of said Section 28 as bearing East and West and with all bearings contained herein relative thereto: BEGINNING at the Northwest corner of said Section 28; thence along the North line of said Section 28 East 820.14 feet to the TRUE POINT OF BEGINNING; thence S28° 47'E 164.69 feet; thence S41°55'E 152.85 feet; thence S0°09'E 157.83 feet; thence East 231.41 feet to a point on the centerline of the Loudon Ditch as it now exists; thence along said centerline through the following courses and distances; S19°30'E 131.00 feet; thence S14°30'E 150 feet to the beginning of a tangent curve concave to the Northeast having a central angle of 39°44' and a radius of 217.0 feet; thence Southeasterly along the arc of said curve 150.48 feet to the end of said curve; thence tangent from said curve S54°14'E 115.00 feet to the beginning of a tangent curve concave to the North having a central angle of 43°06' and a radius of 91.0 feet; thence Southeasterly along the arc of said curve 68.45 feet to the end of said curve; thence Northerly 889.68 feet to a point on the North line of said Section 28, said point being 1525.26 feet East of the Northwest corner of said Section 28; thence West along North line of said Section 28, 705.12 feet to POINT OF BEGINNING, subject to easement and right-of-way for the Loudon Ditch; subject to easement and right of way for County Road No. 30; and subject to easement and right of way granted to Poudre Valley Rural Electric Association in Book 2065 at Page 628; in the County of Larimer, State of Colorado.



**EXHIBIT B**

**Legal Description of Easement Area**

**[Attached]**

B1 – North Half

B2 – South Half

EXHIBIT "B-1"

EXHIBIT DESCRIPTION

PARCEL ONE

Being a portion of Tract B of Barnstorm Second Addition to the City of Loveland, Colorado, as recorded August 12, 1986 at Reception No. 86044345 in the Larimer County Clerk and Recorder's Office, located in Section 28, Township 6 North, Range 68 West of the Sixth Principal Meridian, City of Loveland, County of Larimer, State of Colorado, being more particularly described as follows:

COMMENCING at the West Quarter Corner of said Section 28, as monumented by a 2-1/2" aluminum cap on 3/4" rebar, LS5028, 2005, which bears South 00° 05' 42" West, a distance of 2692.36 feet from the Northwest Corner of said Section 28, as monumented by a 3/4" rebar with 2-1/2" aluminum cap, LS29407, 2009, with all bearings herein relative thereto;

Thence North 04°57'17" East a distance of 1056.16 feet to a point on the South Line of that easement recorded at Book 2183 Page 570 in the Larimer County Clerk and Recorder's Office, the POINT OF BEGINNING;

Thence on the South, East, and North lines of said easement the following three (3) courses and distances:

- 1. Thence South 89°54'18" East a distance of 79.53 feet;
- 2. Thence North 00°05'42" East a distance of 80.00 feet;
- 3. Thence North 89°54'17" West a distance of 99.00 feet;

Thence departing the North Line of said easement, North 00°05'42" East a distance of 1330.95 feet, parallel with and 20.00 feet east of the East Right-of-Way of Larimer County Road No. 9 as described at said Reception No. 86044345;

Thence South 89°42'48" West a distance of 20.00 feet to said East Right-of-Way of County Road No. 9;

Thence on said East Right-of-Way, North 00°05'42" East a distance of 20.00 feet;

Thence departing said East Right-of-Way, North 89°42'48" East a distance of 20.00 feet;

Thence North 00°05'42" East a distance of 60.09 feet, parallel with and 20.00 feet east of said East Right-of-Way;

Thence parallel with and 10' south of the Southerly Line of that easement described at Book 1846 Page 99 in the Larimer County Clerk and Recorder's Office the following two (2) courses and distances:

- 1. Thence South 87°05'52" East a distance of 425.83;
- 2. Thence South 63°38'22" East a distance of 282.17 feet;

Thence South 41°38'14" East a distance of 885.57 feet;

Thence South 64°54'17" East a distance of 3.76 feet to said Southerly Line;

Thence on said Southerly Line, South 64°54'17" East a distance of 305.33 feet;

Thence departing said Southerly Line, South 38°02'34" East 824.65 feet;

Thence South 28°31'44" East a distance of 12.46 feet;

Thence South 35°01'46" East a distance of 43.02 feet;

Thence South 41°31'48" East a distance of 697.12 feet to said Southerly Line;

Thence on said Southerly Line, South 00°24'44" West a distance of 517.90 feet;

Thence departing said Southerly Line, South 44°35'16" East a distance of 36.87 feet;

Thence South 87°33'33" East a distance of 1871.67 feet, parallel with and 25.13 feet south of said Southerly Line of that easement described at Book 1846 Page 99 in the Larimer County Clerk and Recorder's Office;

Thence South 42°46'34" East a distance of 25.05 feet;

Thence North 47°13'26" East a distance of 36.44 feet;

Thence South 88°08'59" East a distance of 18.24 feet to the West Line of that Public Right-of-Way described at Reception No. 20190050171 in the Larimer County Clerk and Recorder's Office;

Thence on said West Line, South 02°26'27" West a distance of 20.00 feet;

Thence departing said West Line, North 88°08'59" West a distance of 9.82 feet;

Thence South 47°13'26" West a distance of 28.23 feet;

Thence South 42°46'34" East a distance of 178.18 feet;

Thence South 00°00'13" West a distance of 317.19 feet;

EXHIBIT "B-1"

EXHIBIT DESCRIPTION

PARCEL ONE

Thence South 44°59'47" East a distance of 27.85 feet;

Thence North 89°57'29" East a distance of 483.62 feet;

Thence South 44°58'36" East a distance of 47.74 feet;

Thence South 00°07'53" West a distance of 2065.53 feet to the North Right-of-Way of Earhart Road as described in Barnstorm First Subdivision to the City of Loveland, recorded at Reception No. 97053492 in the Larimer County Clerk and Recorder's Office;

Thence on said North Right-of-Way of Earhart Road, South 86°23'36" West a distance of 30.06 feet;

Thence departing said North Right-of-Way, North 00°07'53" East a distance of 17.90 feet;

Thence South 89°52'07" East a distance of 10.00 feet;

Thence North 00°07'53" West a distance of 1007.96 feet;

Thence North 89°52'07" West a distance of 10.00 feet;

Thence North 00°07'53" East a distance of 20.00 feet;

Thence South 89°52'07" East a distance of 10.00 feet;

Thence North 00°07'53" East a distance of 1013.33 feet;

Thence North 44°58'36" West a distance of 31.14 feet;

Thence South 89°57'29" West a distance of 483.62 feet;

Thence North 44°59'47" West a distance of 44.43 feet;

Thence North 00°00'13" East a distance of 243.22 feet;

Thence North 21°23'11" West a distance of 138.59 feet;

Thence North 42°46'34" West a distance of 54.45 feet;

Thence North 65°10'04" West a distance of 144.75 feet;

Thence North 87°33'33" West a distance of 207.95 feet, parallel with and 45.13 feet south of the Southerly Line of that easement described at Book 1846 Page 99 in the Larimer County Clerk and Recorder's Office;

Thence South 02°26'27" West a distance of 10.00 feet;

Thence North 87°33'33" West a distance of 20.00 feet;

Thence North 02°26'27" East a distance of 10.00 feet;

Thence North 87°33'33" West a distance of 729.82 feet, parallel with and 45.13 feet south of said Southerly Line;

Thence South 02°26'27" West a distance of 10.00 feet;

Thence North 87°33'33" West a distance of 20.00 feet;

Thence North 02°26'27" East a distance of 10.00 feet;

Thence North 87°33'33" West a distance of 316.78 feet, parallel with and 45.13 feet south of said Southerly Line;

Thence South 02°26'27" West a distance of 10.00 feet;

Thence North 87°33'33" West a distance of 20.00 feet;

Thence North 02°26'27" East a distance of 10.00 feet;

Thence North 87°33'33" West a distance of 516.00 feet, parallel with and 45.13 feet south of said Southerly Line;

Thence North 00°24'44" East a distance of 481.87 feet;

Thence North 20°33'32" West a distance of 136.00 feet;

Thence North 41°31'48" West a distance of 640.56 feet;

Thence North 28°31'44" West a distance of 18.91 feet;

Thence North 33°17'09" West a distance of 31.51 feet;

Thence North 38°02'34" West a distance of 757.03 feet;

EXHIBIT "B-1"

EXHIBIT DESCRIPTION

PARCEL ONE

Thence North 51°28'26" West a distance of 88.26 feet;

Thence North 64°54'17" West a distance of 263.06 feet, parallel with and 30.00 feet south of the Southerly Line of that easement described at Book 1846 Page 99 in the Larimer County Clerk and Recorder's Office;

Thence North 41°38'14" West a distance of 848.86 feet;

Thence North 52°38'18" West a distance of 72.51 feet;

Thence parallel with and 30.00 feet south of said Southerly Line, North 63°38'22" West a distance of 197.74 feet;

Thence North 75°22'07" West a distance of 77.25 feet;

Thence parallel with and 30.00 feet south of said Southerly Line, North 87°05'52" West a distance of 339.65 feet;

Thence South 45°02'09" West a distance of 16.36 feet;

Thence South 00°05'42" West a distance of 1357.40 feet, parallel with and 50.00 feet east of said East Right-of-Way of Larimer County Road 9;

Thence parallel with and 20.00 feet easterly of the North, East, and South lines of said easement recorded at Book 2183 Page 570 in the Larimer County Clerk and Recorder's Office, the following three (3) courses and distances:

1. Thence South 89°54'17" East for a distance of 89.00 feet;
2. Thence South 00°05'42" West for a distance of 120.00 feet;
3. Thence North 89°54'18" West for a distance of 99.53 feet;

Thence North 00°05'42" East for a distance of 20.00 feet to the POINT OF BEGINNING.

The above-described parcel contains 238,171 square feet or 5.468 acres, more or less, and is subject to any rights-of-way or other easements of record now existing on said described parcel of land.

Basis of Bearings: The West line of the Northwest Quarter of Section 28, Township 6 North, Range 68 West, of the 6th/ Principal Meridian bears North 00°05'42" East 2692.36 feet from the West Quarter Corner, being marked by a 2 1/2" Aluminum Cap on 3/4" rebar, LS5028, 2005, to the Northwest Corner, being marked by a 3/4" rebar with 3 1/4" Aluminum Cap, LS29407, 2009, based upon G.P.S. observations and modified Colorado North Zone State Plane Coordinates with a combined scale factor of 1.00027973, with all bearings herein relative thereto.

SURVEYOR'S CERTIFICATION STATEMENT

I, Peter E. Paulus, a Professional Licensed Land Surveyor in the State of Colorado, do hereby certify that this Property Description was prepared by me or under my direct personal supervision and that it is correct based upon my knowledge, information, and belief.

EXHIBIT "B-2"

EXHIBIT DESCRIPTION  
PARCEL TWO

PROPERTY DESCRIPTION

Being a portion of Barnstorm First Addition to the City of Loveland, as recorded August 18, 1997 at Reception No. 97053492 in the Larimer County Clerk and Recorder's Office, and a portion of Tract B, Barnstorm Second Addition to the City of Loveland, Colorado, as recorded August 12, 1986 at Reception No. 86044345 in the Larimer County Clerk and Recorder's Office, located in the Northeast Quarter of Section 33, Township 6 North, Range 68 West of the Sixth Principal Meridian, City of Loveland, County of Larimer, State of Colorado, being more particularly described as follows:

COMMENCING at the Northeast Corner of said Section 33, as monumented by a 3" brass cap on 2" pipe, LS13446, which bears North 00° 24' 37" West, a distance of 2599.37 feet from the East Quarter Corner of said Section 28, as monumented by a 3/4" rebar with 2" aluminum cap, LS11989, 1997, with all bearings herein relative thereto;

Thence South 52°14'37" West a distance of 95.88 feet to a point on the South Right-of-Way of Earhart Road as described in Barnstorm First Subdivision to the City of Loveland, recorded at Reception No. 97053492 in the Larimer County Clerk and Recorder's Office; the POINT OF BEGINNING;

Thence departing said South Right-of-Way, South 00°07'53" West a distance of 20.60 feet;

Thence South 47°01'19" East a distance of 43.23 feet to the West Line of that easement described at Book 2151 Page 382 in the Larimer County Clerk and Recorder's Office;

Thence on said West Line, South 00°24'37" East a distance of 1404.87 feet to the South Line of said Barnstorm First Subdivision to the City of Loveland;

Thence continuing on said West line, South 00°24'37" East a distance of 64.94 feet;

Thence departing said West line, South 45°22'06" East a distance of 63.69 feet to the East Line of said Northeast Quarter of Section 33;

Thence on said East Line of the Northeast Quarter of Section 33, South 00°24'37" East a distance of 28.31 feet;

Thence departing said East line, North 45°22'06" West a distance of 91.99 feet;

Thence North 00°24'37" West a distance of 65.96 feet, parallel with and 20.00 feet west of said West Line of that easement described at Book 2151 Page 382 in the Larimer County Clerk and Recorder's Office;

Thence South 89°35'23" West a distance of 50.00 feet;

Thence North 00°24'37" West a distance of 20.00 feet;

Thence North 89°35'23" East a distance of 20.49 feet to the West Line of said Barnstorm First Subdivision to the City of Loveland;

Thence continuing North 89°35'23" East a distance of 29.51 feet;

Thence North 00°24'37" West a distance of 1383.51 feet, parallel with and 20.00 feet west of said West Line of that easement described at Book 2151 Page 382 in the Larimer County Clerk and Recorder's Office;

Thence North 47°01'19" West a distance of 43.34 feet;

Thence North 00°07'53" West a distance of 29.62 feet to said South Right-of-Way of Earhart Road;

Thence on said South Right-of-Way, North 89°01'46" West a distance of 20.00 feet to the POINT OF BEGINNING.

The above-described parcel contains 33,317 square feet or 0.765 acres, more or less, and is subject to any rights-of-way or other easements of record now existing on said described parcel of land.

Basis of Bearings: The East line of the Northeast Quarter of Section 33, Township 6 North, Range 68 West, of the 6th Principal Meridian bears North 00°24'37" West 2599.37 feet from the East Quarter Corner, being marked by a 2" aluminum cap on 3/4" rebar, LS11989, 1997, to the Northeast Corner, being marked by a 3" aluminum cap on 2" pipe, LS13446, based upon G.P.S. observations and modified Colorado North Zone State Plane Coordinates with a combined scale factor of 1.00027973, with all bearings herein relative thereto.

SURVEYOR'S CERTIFICATION STATEMENT

I, Peter E. Paulus, a Professional Licensed Land Surveyor in the State of Colorado, do hereby certify that this Property Description was prepared by me or under my direct personal supervision and that it is correct based upon my knowledge, information, and belief.



**EXHIBIT C**

**Depiction of Easement Area**

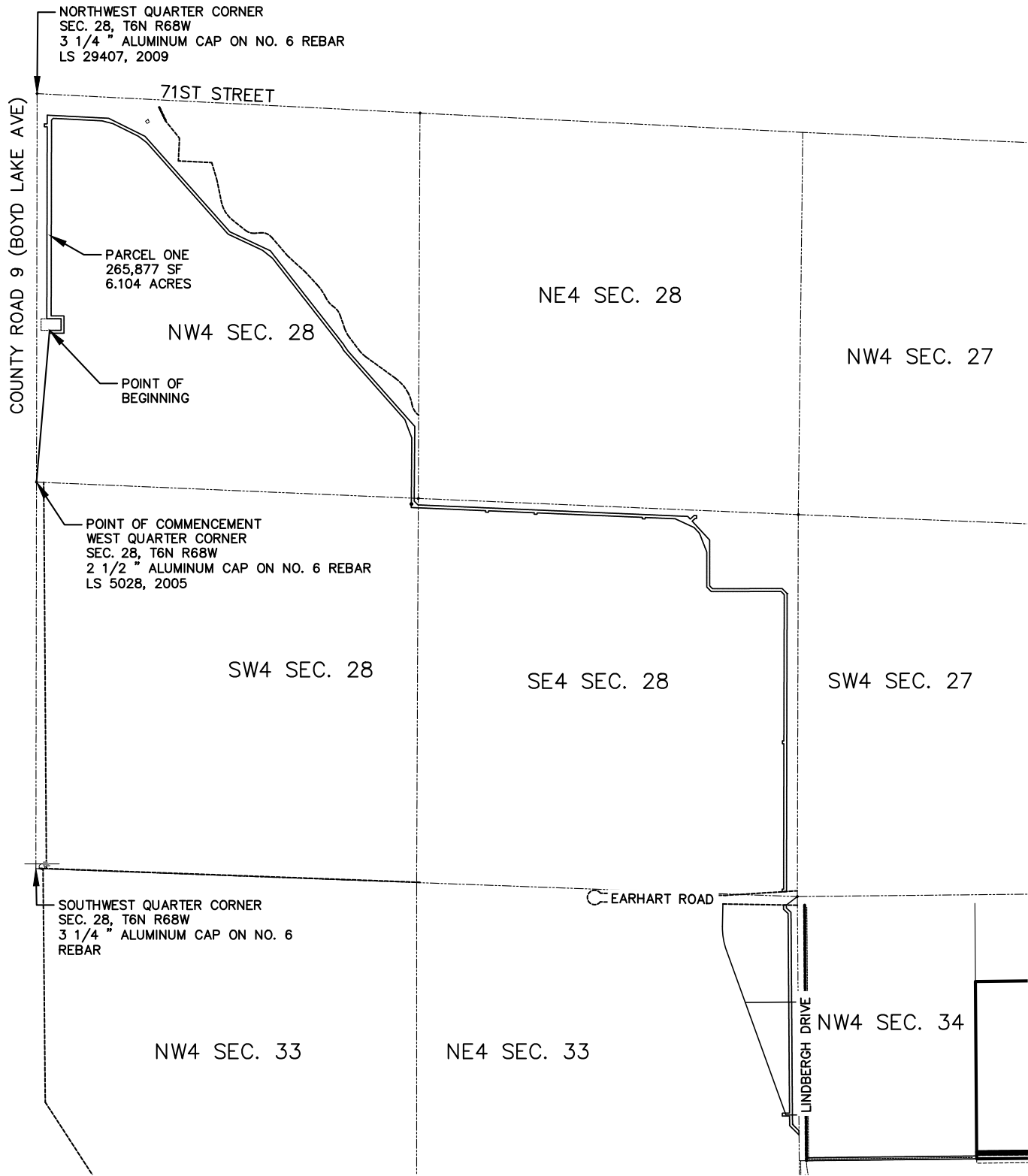
**[Attached]**

C1 – North Half

C2 – South Half

EXHIBIT "C-1"

EXHIBIT DESCRIPTION  
PARCEL ONE



NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. (13-80-105 C.R.S. 2012)

NOTE: THIS EXHIBIT DRAWING IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION SUPERSEDES THE EXHIBIT DRAWING.

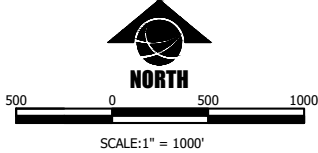
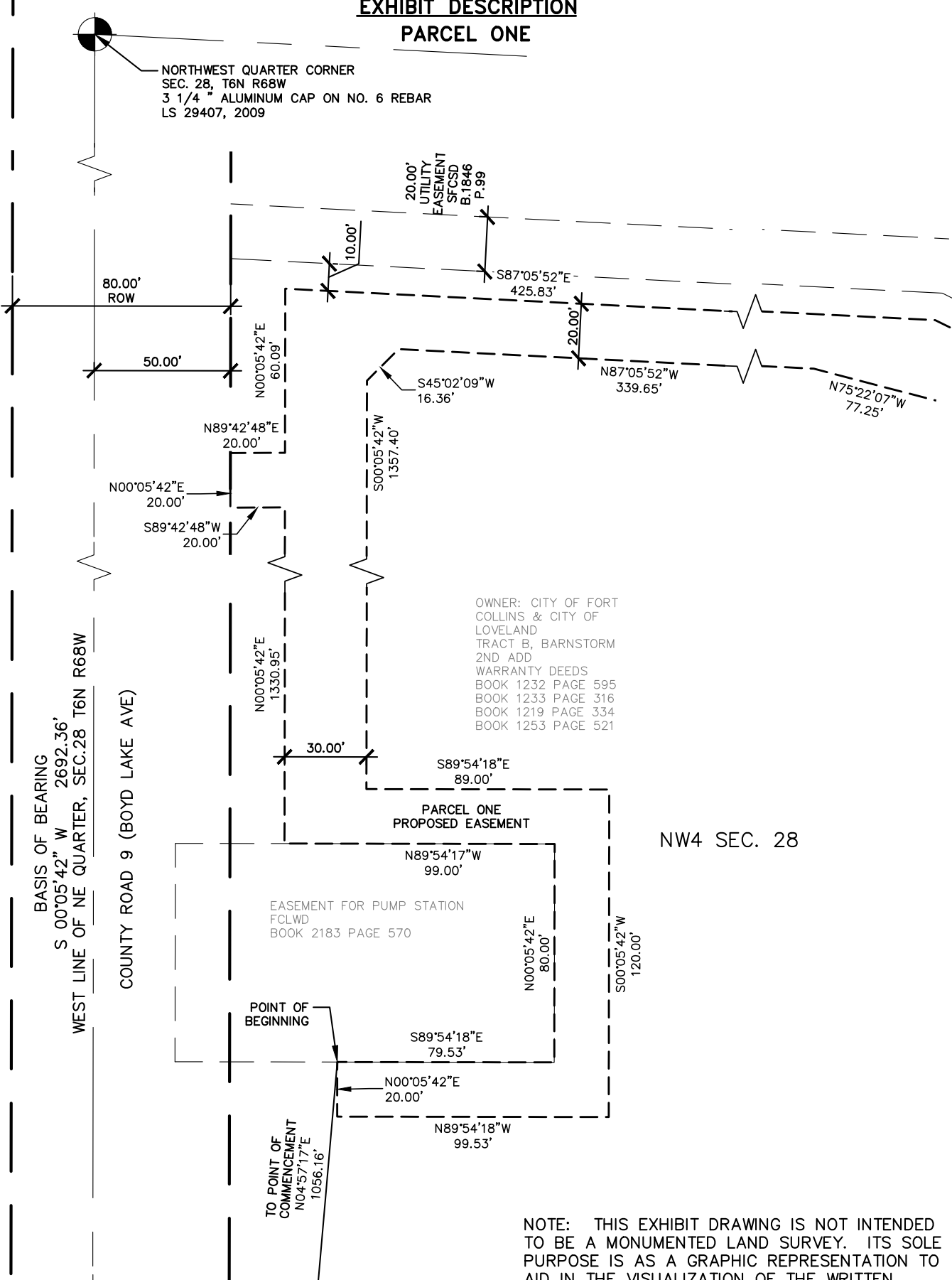


EXHIBIT "C-1"

EXHIBIT DESCRIPTION  
PARCEL ONE



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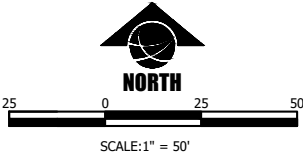
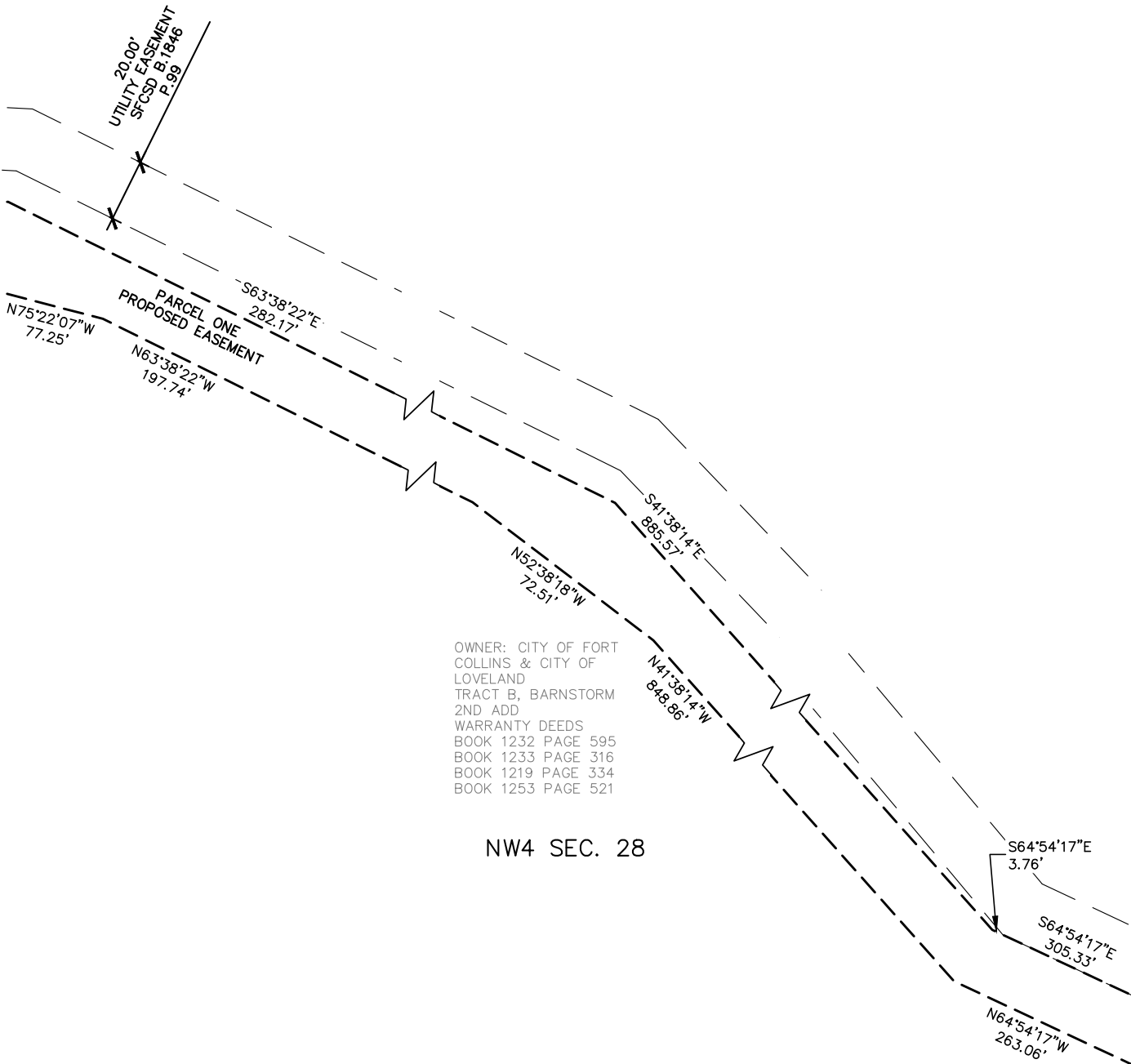


EXHIBIT "C-1"

EXHIBIT DESCRIPTION  
PARCEL ONE



OWNER: CITY OF FORT  
COLLINS & CITY OF  
LOVELAND  
TRACT B, BARNSTORM  
2ND ADD  
WARRANTY DEEDS  
BOOK 1232 PAGE 595  
BOOK 1233 PAGE 316  
BOOK 1219 PAGE 334  
BOOK 1253 PAGE 521

NW4 SEC. 28

NOTE: THIS EXHIBIT DRAWING IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION SUPERSEDES THE EXHIBIT DRAWING.

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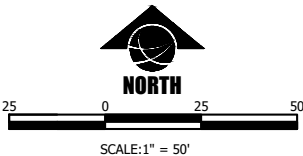
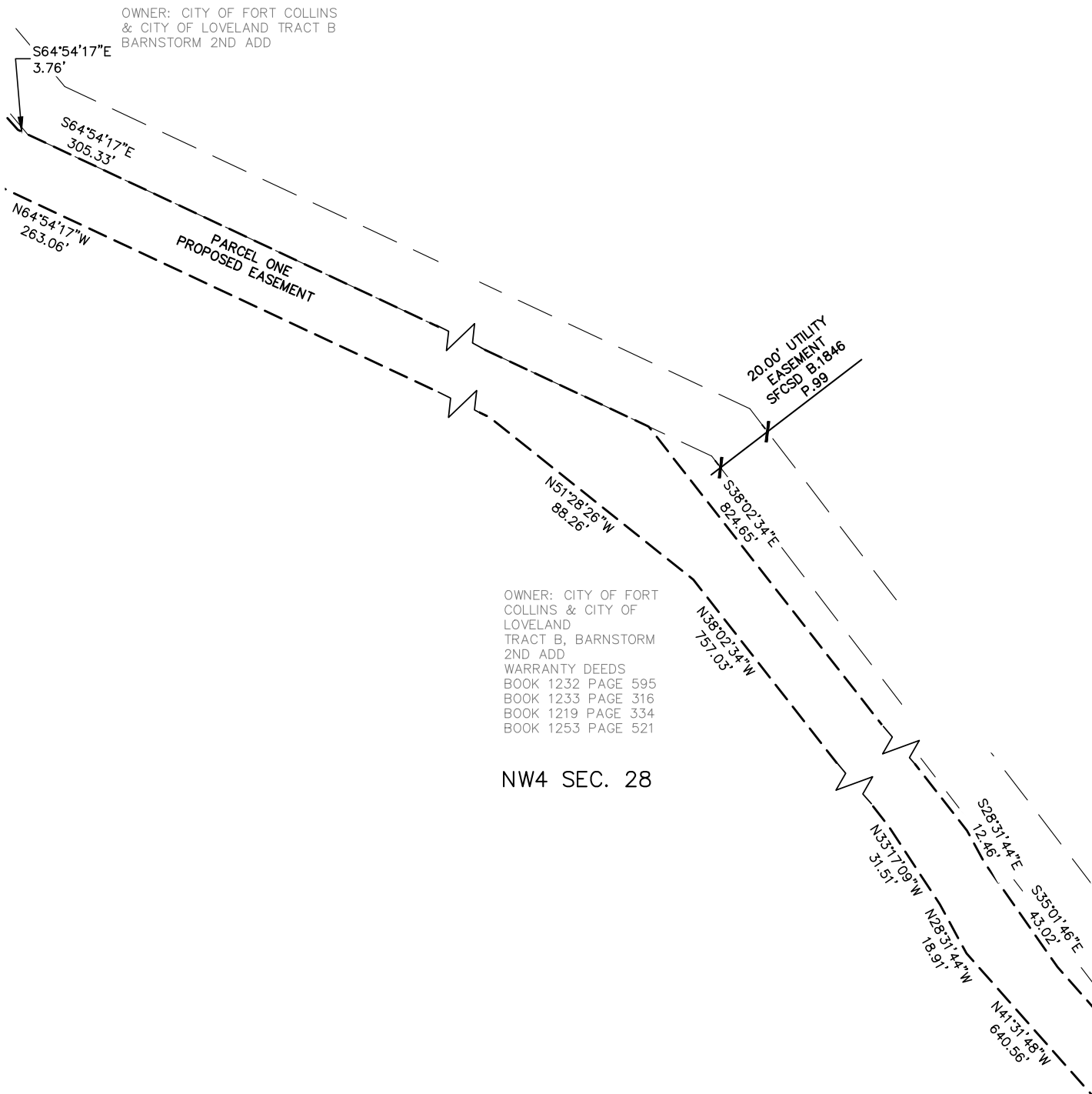


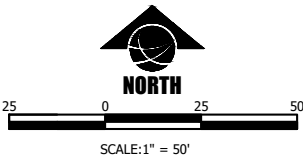
EXHIBIT "C-1"

EXHIBIT DESCRIPTION  
PARCEL ONE



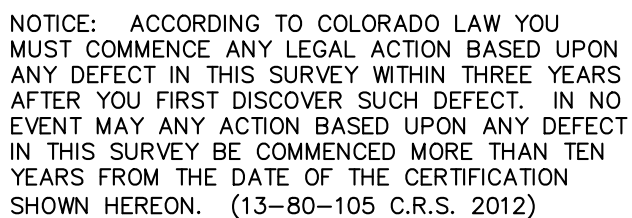
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**PARCEL ONE**



NOTE: THIS EXHIBIT DRAWING IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION SUPERSEDES THE EXHIBIT DRAWING.



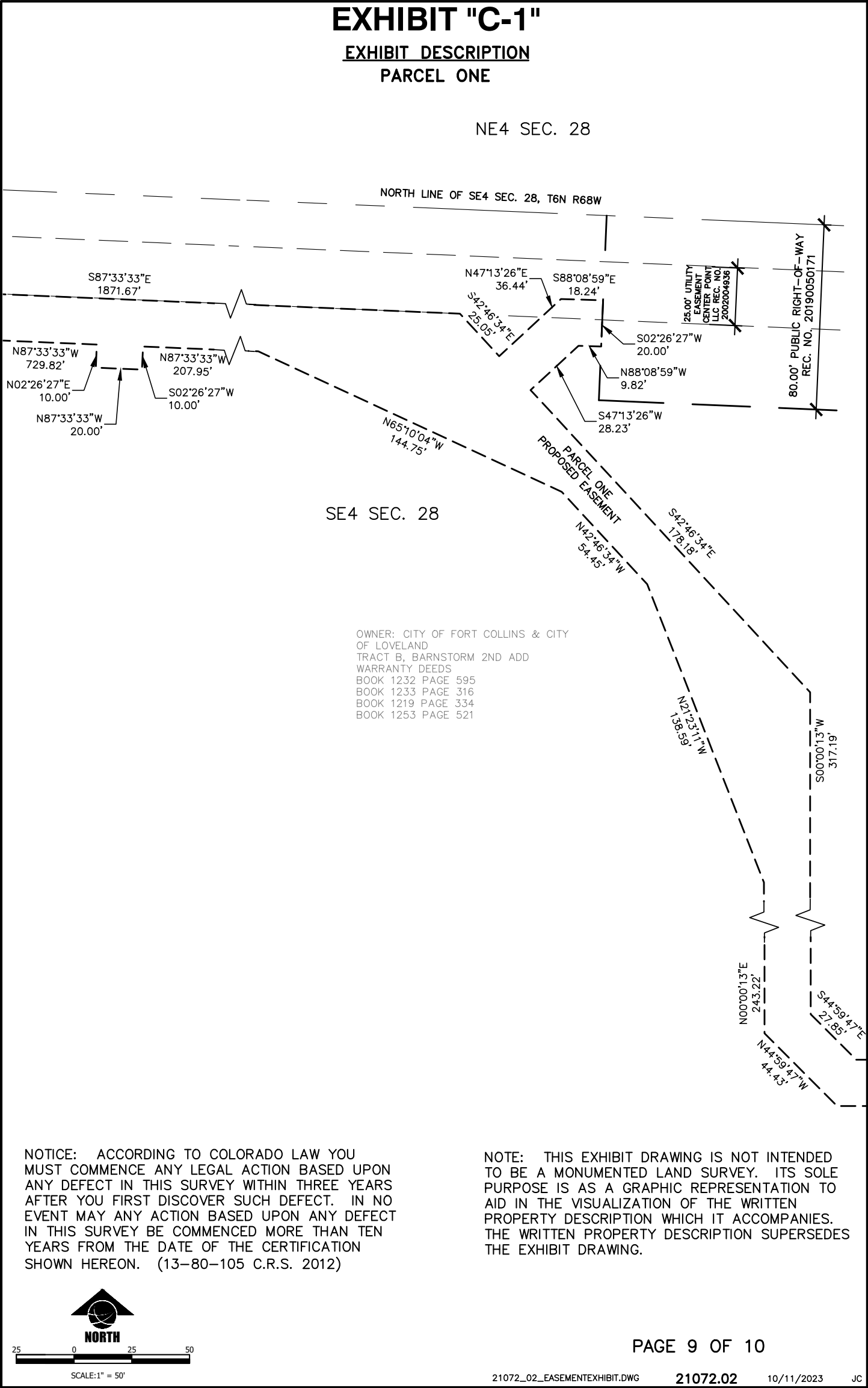
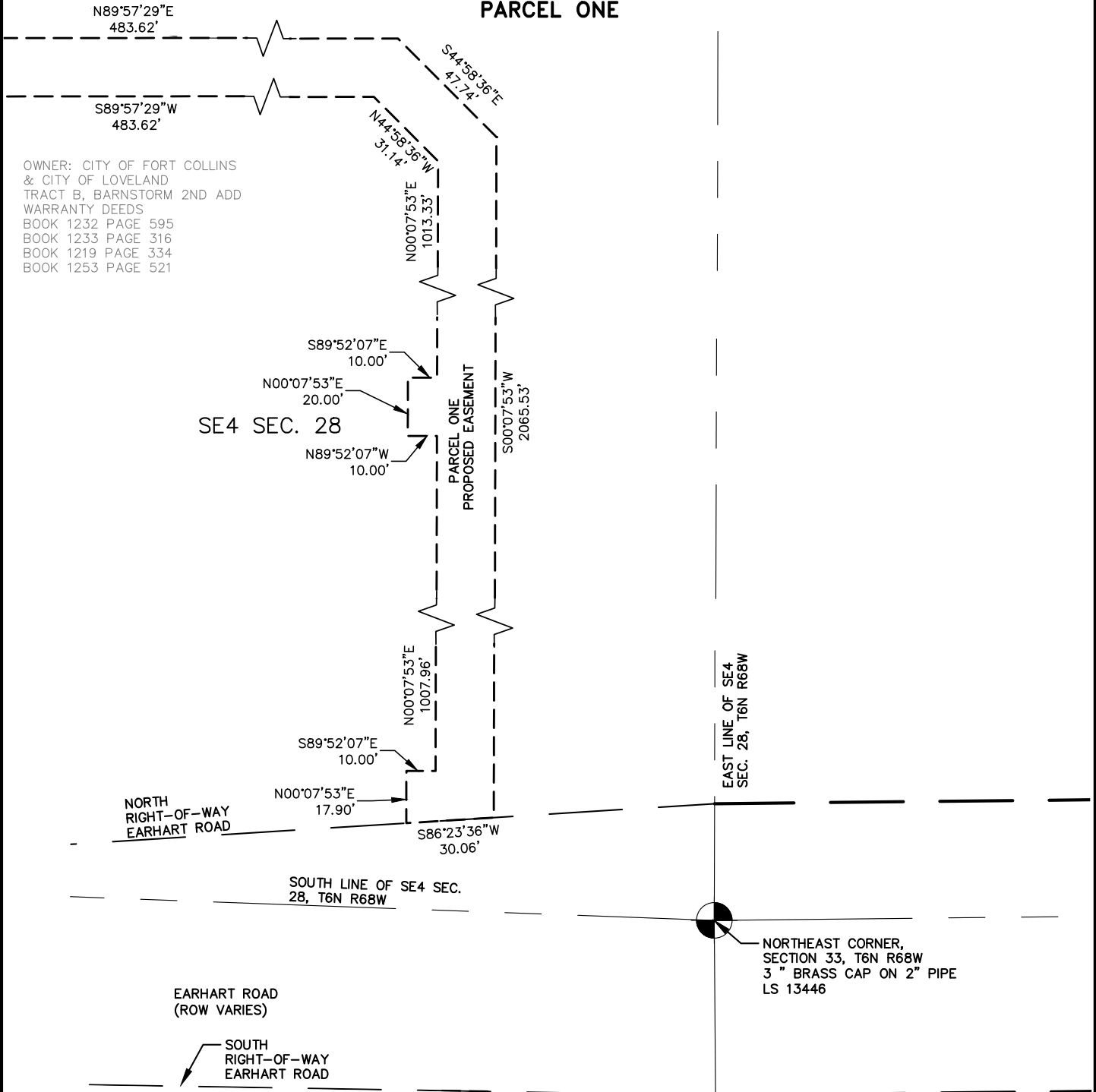


EXHIBIT "C-1"

EXHIBIT DESCRIPTION  
PARCEL ONE



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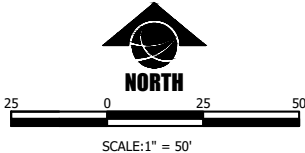
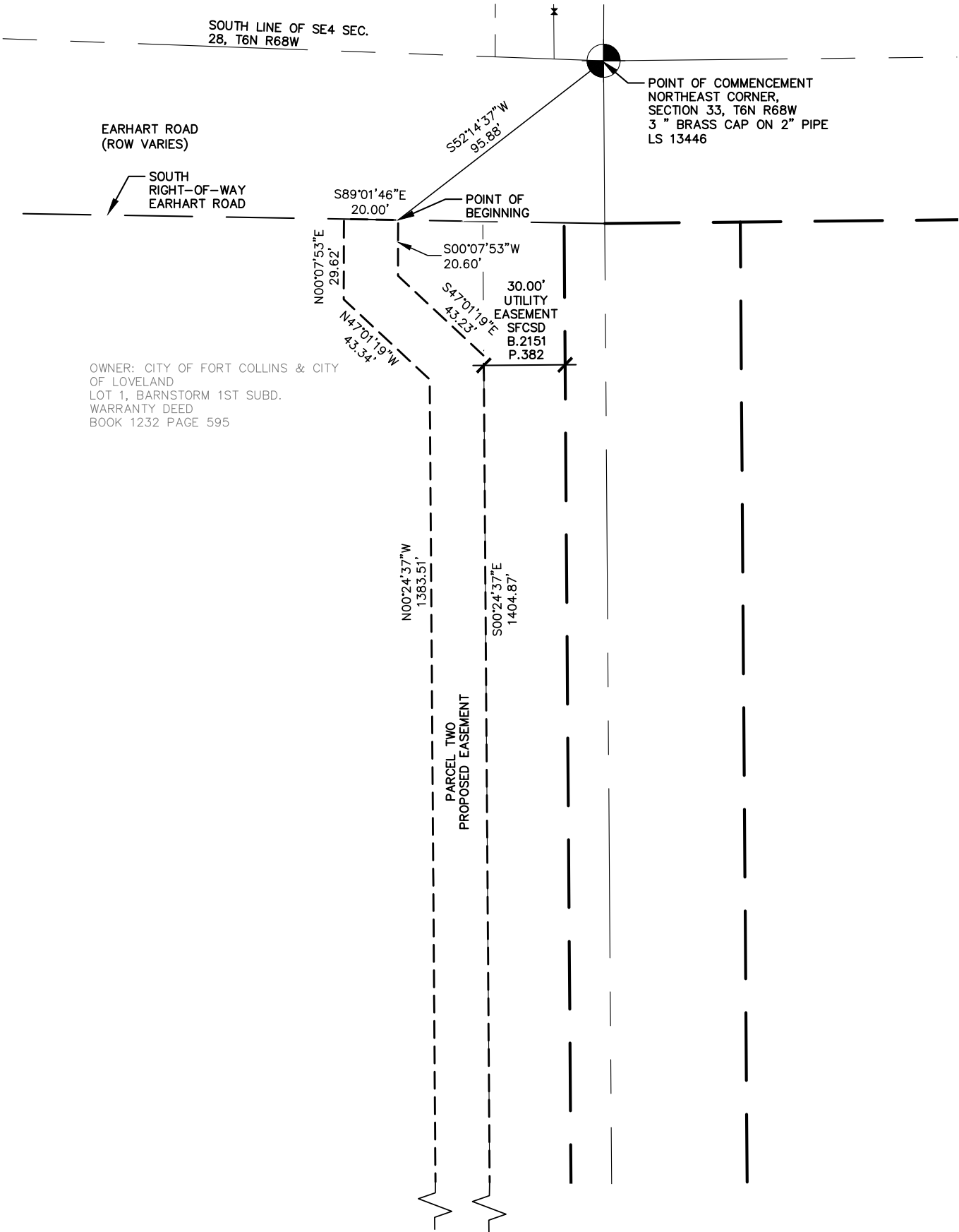


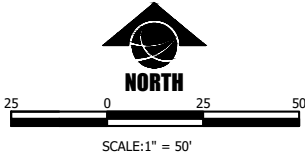
EXHIBIT "C-2"

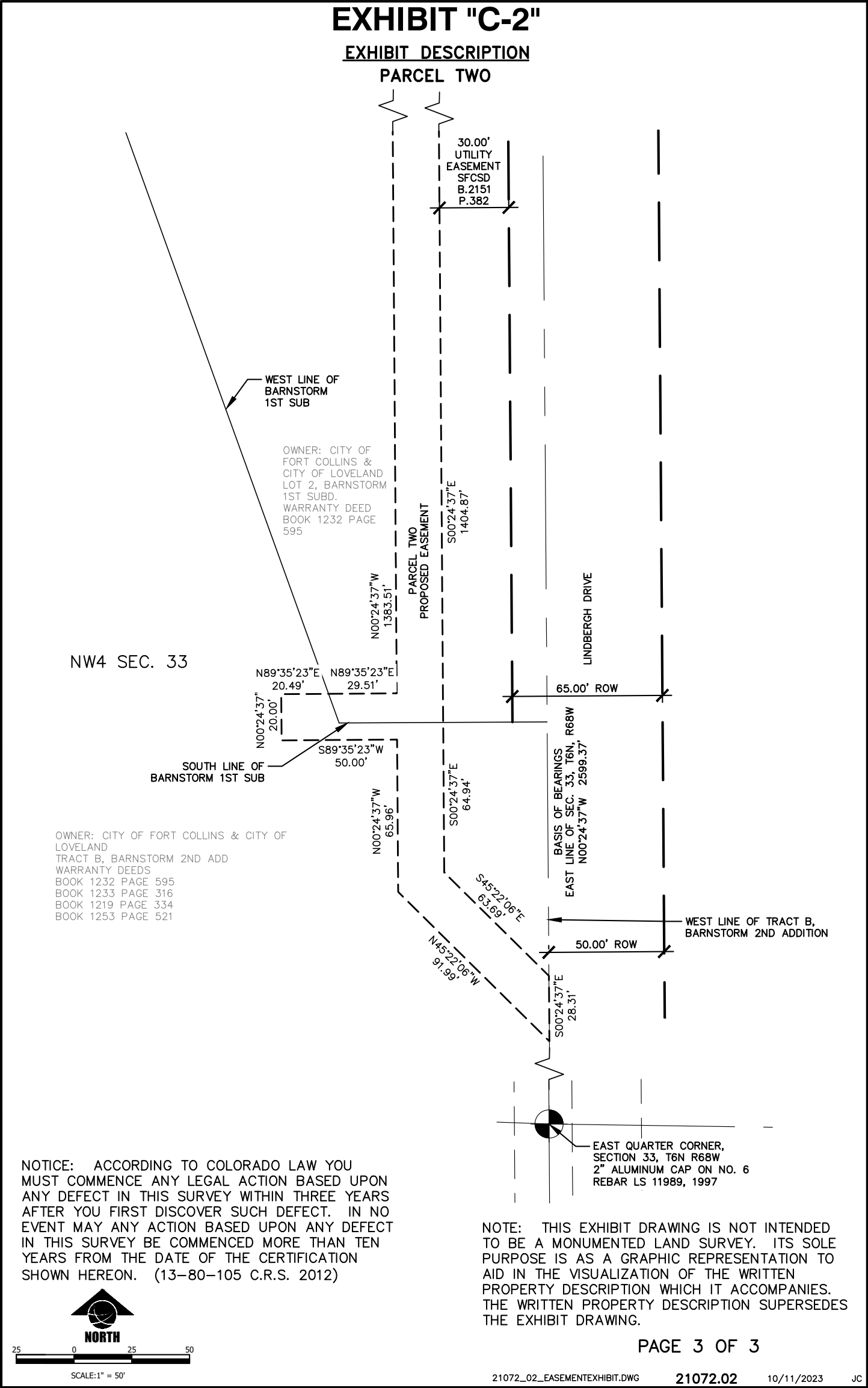
EXHIBIT DESCRIPTION  
PARCEL ONE



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## AGENDA ITEM SUMMARY

City Council



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### STAFF

Sophie Buckingham, Civil Engineer II  
Heather N. Jarvis, Assistant City Attorney

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### SUBJECT

**First Reading of Ordinance No. 171, 2023, Vacating a Portion of Public Right-of-Way Dedicated by the Redwood Village PUD Phase II Plat.**

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### EXECUTIVE SUMMARY

The purpose of this item is to approve the vacation of a portion of public right-of-way that has never been used for street purposes. Once this right-of-way area is vacated, the property will be privately developed as a multifamily housing project, and new public right-of-way will be dedicated to support the housing project and provide public street connections to the adjacent Northfield subdivision.

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### STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

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### BACKGROUND / DISCUSSION

The plat of Redwood Village PUD Phase II dedicated public right-of-way for several local streets, including Bellflower Drive, Mullein Drive, Sundrop Circle, and Ginseng Circle. After the plat was filed, the property was never developed, and the vested right for the development plan expired. The undeveloped right-of-way is no longer compatible with the surrounding streets and neighborhoods. For example, due to the alignment of Suniga Road through the property, the existing right-of-way for Bellflower Drive intersects the right-of-way for Suniga Road at an angle that is not permitted by the Larimer County Urban Area Street Standards. See Figure 1. Additionally, when the Northfield property directly to the east was developed, the Northfield project dedicated right-of-way for two public streets to continue into the property that had been proposed as Redwood Village PUD Phase II. Per Section 3.6.3(F) of the Land Use Code, development of the property that had been proposed as Redwood Village PUD Phase II is required to continue the street stubs dedicated by the Northfield development, which requires vacation of the existing right-of-way and dedication of new right-of-way to align with these street stubs. The property that had been proposed as Redwood Village PUD Phase II is now proposed to be developed as a multifamily housing project called Enclave at Redwood. The plat of Enclave at Redwood will dedicate new right-of-way to continue the street stubs from the Northfield property and provide other connections to the existing public street network. See Figure 2. The Enclave at Redwood site plan was approved by the Planning and Zoning Commission, and the final development plans are currently under review. The Enclave at Redwood plat cannot be recorded until the existing right-of-way is vacated.

Figure 1. Right-of-Way Dedicated by Redwood Village PUD Phase II Plat

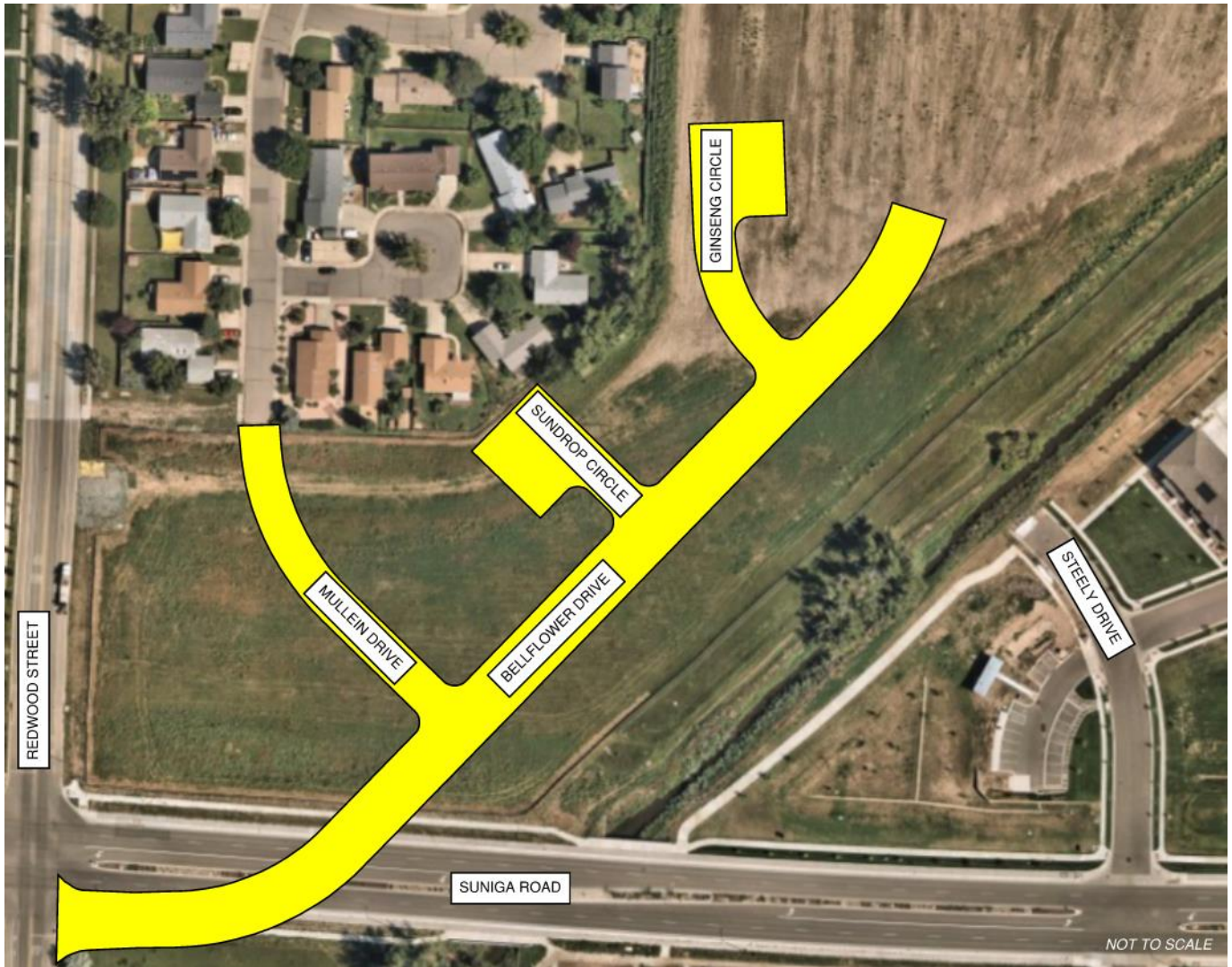
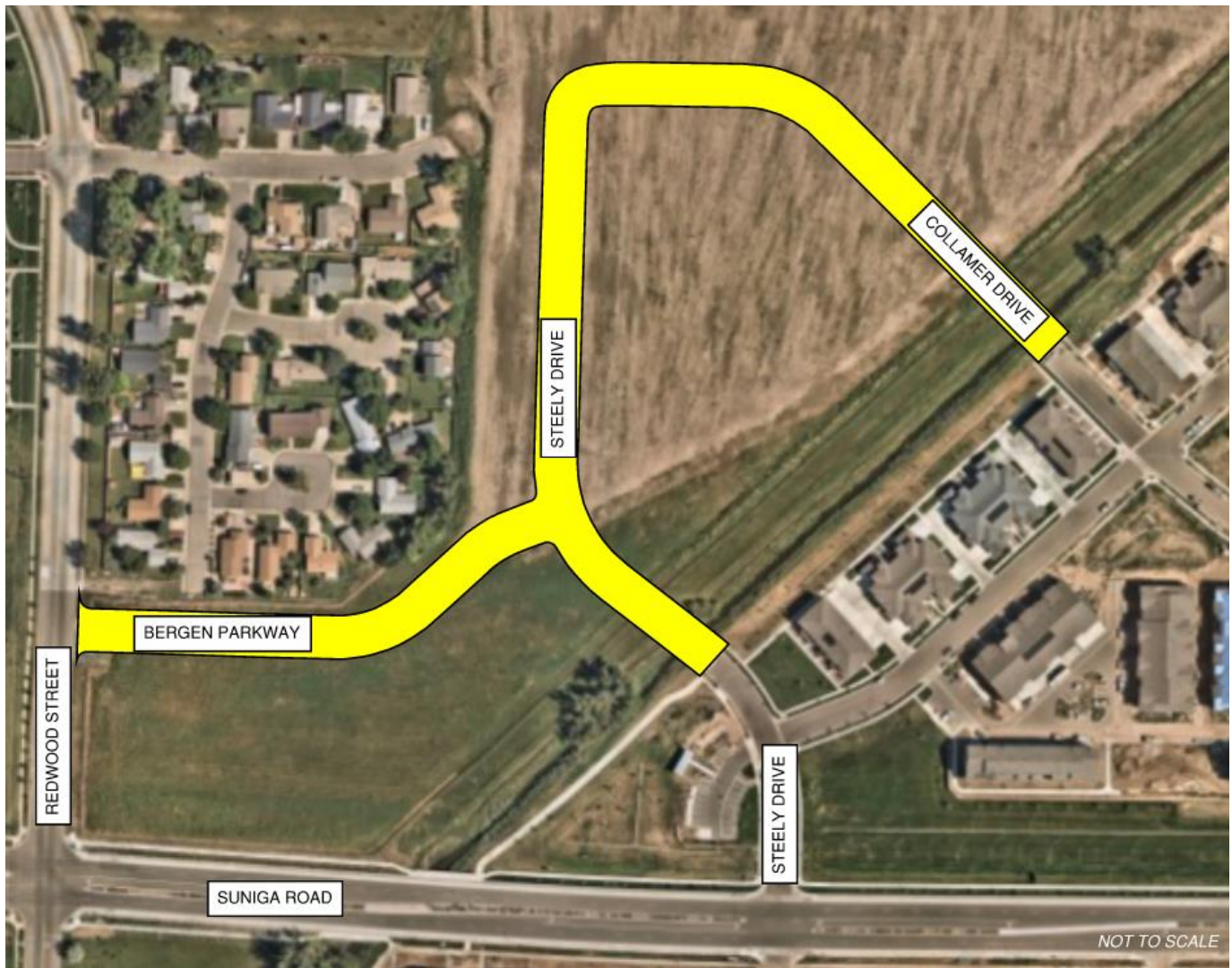




Figure 2. Right-of-Way Proposed to be Dedicated by Enclave at Redwood Plat



### CITY FINANCIAL IMPACTS

There will be no financial impacts to the City.

### BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The Enclave at Redwood project, which requires vacation of the portion of Redwood Village PUD Phase II right-of-way, first went to the Planning and Zoning Commission as PDP210004 and was approved on June 16, 2022. After that approval, an amendment went to the Planning and Zoning Commission as MJA220003 and was approved on April 20, 2023.

### PUBLIC OUTREACH

In accordance with City Code Section 23-115(d), potentially affected utility agencies, City staff, emergency service providers, and affected property owners in the vicinity have been notified of the request for right-of-way vacation. Property owners in the surrounding neighborhoods (Northfield and Meadows at Redwood PUD Phase I Replat) were notified of the proposed Enclave at Redwood development and invited to the neighborhood meetings and public hearings for the project.

## ATTACHMENTS

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1. Ordinance for Consideration
2. Exhibit A to Ordinance

ORDINANCE NO. 171, 2023  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
VACATING A PORTION OF PUBLIC RIGHT-OF-WAY DEDICATED BY THE  
REDWOOD VILLAGE PUD PHASE II PLAT

WHEREAS, the plat of the Redwood Village PUD Phase II project (the “Former Redwood Project”), recorded on August 17, 1984, at Larimer County Records Reception No. 581682, Book 2285 Page 1285, included dedication to the public a right-of-way for several local streets, including Bellflower Drive, Mullein Drive, Sundrop Circle, and Ginseng Circle; and

WHEREAS, after the Former Redwood Project plat was filed, the property was never developed, and the vested right for the development plan expired; and

WHEREAS, the undeveloped right-of-way dedicated in the Former Redwood Project plat is no longer compatible with the surrounding streets and neighborhoods and is not compliant with the Larimer County Urban Area Street Standards; and

WHEREAS, when the Northfield project developed the property directly to the east of the former Redwood project property, the Northfield project dedicated right-of-way and installed street stubs for two public streets, Steely Drive and Collamer Drive, to continue into the former Redwood project property, which streets differ from the streets in the Former Redwood Project plat; and

WHEREAS, under Land Use Code Section 3.6.3(F), any new development of the Former Redwood Project property is required to continue the street stubs dedicated by the Northfield project; and

WHEREAS, continuation of the street stubs dedicated by the Northfield project requires vacation of the existing right-of-way from the Former Redwood Project and dedication of new right-of-way to align with the new street stubs; and

WHEREAS, the Enclave at Redwood project intends to develop the Former Redwood Project property, and the Enclave at Redwood has requested that the City vacate the portion of the Former Redwood Project right-of-way described on Exhibit “A”, attached hereto and incorporated herein by this reference; and

WHEREAS, the Enclave at Redwood plat will dedicate new right-of-way to continue the street stubs from the Northfield property and provide other connections to the existing public street network; and

WHEREAS, in accordance with City Code Section 23-115(d), pertinent City staff, potentially affected utility companies, emergency service providers, and affected property owners in the vicinity of the right-of-way have been notified of the proposed right-of-way vacation, and no objection has been reported to the proposed vacation; and

WHEREAS, the City Engineer recommends approval of the right-of-way vacation; and



WHEREAS, in accordance with City Code Section 23-115(e), the Planning Development and Transportation Director recommends that the Former Redwood Project right-of-way be vacated, which will facilitate thoughtful and effective adjustments to the street network in this area; and

WHEREAS, the rights of the residents of Fort Collins will not be prejudiced or injured by the vacation of the portion of the Former Redwood Project right-of-way; and

WHEREAS, the portion of Former Redwood Project right-of-way is no longer necessary or desirable to retain for right-of-way purposes.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the City Council hereby finds and determines that the portion of right-of-way dedicated via the Former Redwood Project plat, more particularly described on Exhibit "A", is no longer needed for right-of-way purposes and that it is in the public interest to vacate the same.

Section 3. That the portion of right-of-way dedicated via the Former Redwood Project plat is hereby vacated, abated, and abolished, provided that this vacation shall not take effect until this Ordinance is recorded with the Larimer County Clerk and Recorder.

Section 4. In accordance with City Code Section 23-115(f), title to that portion of the former Redwood project right-of-way vacated by this ordinance shall vest in accordance with Colorado Revised Statutes Section 43-2-302.

Introduced and considered favorably on first reading and ordered published this 5th day of December, 2023, and to be presented for final passage on the 19th day of December, 2023.

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Mayor

ATTEST:

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City Clerk

Passed and adopted on final reading this 19th day of December, 2023.

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Mayor

ATTEST:

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City Clerk

## LEGAL DESCRIPTION

SITUATED IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 7 NORTH,  
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO.

A PARCEL OF LAND BEING A PART OF REDWOOD VILLAGE PUD PHASE II, A SUBDIVISION SITUATED IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF FORT COLLINS, COUNTY OF LARIMER ACCORDING TO THE PLAT RECORDED AUGUST 17, 1984, AS RECEPTION NO. 581682 OF THE RECORDS OF LARIMER COUNTY, COLORADO;

**BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN. AS MONUMENTED AT THE CENTER QUARTER CORNER BY A FOUND 3.25" ALUMINUM CAP IN A RANGE BOX DOWN 0.6' BELOW THE ROAD SURFACE AND STAMPED "C1/4 S1 LUND LS 34995 2015", AND AT THE SOUTH QUARTER CORNER WITH A FOUND 3.25" BRASS CAP IN A RANGE BOX DOWN 0.9' BELOW THE ROAD SURFACE, SMASHED AND ILLEGIBLE, AS BEARING SOUTH 00°35'36" WEST, WITH ALL BEARINGS HEREIN RELATIVE;

**COMMENCING** AT THE SOUTH 1/4 CORNER OF SAID SECTION 1 FROM WHICH THE CENTER 1/4 CORNER OF SAID SECTION 1 BEARS NORTH 00°35'36" EAST, 2,644.48 FEET (BASIS OF BEARING), THENCE NORTH 00°35'36" EAST, 1,054.43 FEET ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1.

THENCE SOUTH 89°24'24" EAST, A DISTANCE OF 19.70 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF REDWOOD STREET ALSO BEING THE WESTERLY LINE OF SAID REDWOOD VILLAGE PUD PHASE II AND THE **POINT OF BEGINNING A.**

THENCE SOUTH 01°44'25" WEST, A DISTANCE OF 69.95 FEET ALONG THE WESTERLY LINE OF SAID REDWOOD VILLAGE PUD PHASE II TO SOUTHERLY RIGHT-OF-WAY LINE OF BELLFLOWER DRIVE ALSO BEING A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BELLFLOWER DRIVE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 23.56 FEET TO A POINT TANGENT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD WHICH BEARS SOUTH 46°44'25" WEST A CHORD DISTANCE OF 21.21 FEET;

THENCE SOUTH 88°15'35" EAST, A DISTANCE OF 36.23 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BELLFLOWER DRIVE TO A POINT OF CURVATURE;

(CONTINUED ON SHEET 2)



Plotted: WED 11/08/23 3:23:40P By: Shawn Clarke Filepath: k:\201013\survey\esmt\_201013\_row vacation.dwg Layout: legal-1



Page 430

11n Street, Suite 1000  
Colorado 80203  
6300 F: 303.623.6311  
harrisKocherSmith.com

LEGAL DESCRIPTION

ENCLAVE ROW VACATION  
CITY OF FORT COLLINS, COLORADO

PROJECT #: 201013

CHECKED BY: SDC

DRAWN BY: JRF

SHEET NUMBER

1

1 OF 11

## LEGAL DESCRIPTION

SITUATED IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 7 NORTH,  
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO.

(CONTINUED FROM SHEET 1)

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BELLFLOWER DRIVE AND ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 160.09 FEET TO THE SOUTHERLY LINE OF THAT TRACT OF LAND CONVEYED TO THE CITY OF FORT COLLINS BY INSTRUMENT RECORDED SEPTEMBER 15, 2017 AS RECEPTION NO. 20170061770 OF THE RECORDS OF LARIMER COUNTY, COLORADO, SAID CURVE HAVING A RADIUS OF 267.00 FEET, A CENTRAL ANGLE OF 34°21'11", AND A CHORD WHICH BEARS SOUTH 74°33'50" WEST A CHORD DISTANCE OF 157.70 FEET;

THENCE ALONG THE SOUTHERLY LINE OF THAT TRACT OF LAND AS DESCRIBED BY SAID RECEPTION NO. 20170061770 AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BELLFLOWER DRIVE NORTH 85°52'58" WEST, A DISTANCE OF 202.07 FEET TO THE **POINT OF BEGINNING A**,

SAID PARCEL CONTAINS 8,046 SQUARE FEET OR 0.185 ACRES, MORE OR LESS.

### PARCEL B

**COMMENCING** AT THE SOUTH 1/4 CORNER OF SAID SECTION 1, THENCE NORTH 00°35'36" EAST, 1170.86 FEET ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1;

THENCE SOUTH 85°52'58" EAST, A DISTANCE OF 22.05 FEET ALONG THE NORTHERLY LINE EXTENDED WESTERLY, OF THAT TRACT OF LAND, CONVEYED TO THE CITY OF FORT COLLINS BY INSTRUMENT RECORDED SEPTEMBER 15, 2017 AS RECEPTION NO. 20170061770 OF THE RECORDS OF LARIMER COUNTY, COLORADO, TO THE EASTERLY RIGHT-OF-WAY LINE OF REDWOOD STREET ALSO BEING THE WESTERLY LINE OF SAID REDWOOD VILLAGE PUD PHASE II;

THENCE SOUTH 85°52'58" EAST, A DISTANCE OF 246.99 FEET TO A POINT ON THE SAID NORTH RIGHT-OF-WAY OF BELLFLOWER DRIVE AND THE **POINT OF BEGINNING B**;

THENCE NORTH 47°41'42" EAST, A DISTANCE OF 126.59 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF BELLFLOWER DRIVE TO THE WESTERLY RIGHT-OF-WAY LINE OF MULLEIN DRIVE AND A POINT OF CURVATURE;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID MULLEIN DRIVE AND ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 23.56 FEET TO A POINT TANGENT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD WHICH BEARS NORTH 02°41'42" EAST A CHORD DISTANCE OF 21.21 FEET;

(CONTINUED ON SHEET 3)



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## LEGAL DESCRIPTION

ENCLAVE ROW VACATION  
CITY OF FORT COLLINS, COLORADO

PROJECT #: 201013

CHECKED BY: SDC

DRAWN BY: JRF

SHEET NUMBER

2

2 OF 11

## LEGAL DESCRIPTION

SITUATED IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 7 NORTH,  
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO.

(CONTINUED FROM SHEET 2)

THENCE NORTH 42°18'18" WEST, A DISTANCE OF 125.38 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID MULLEIN DRIVE TO A POINT OF CURVATURE;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID MULLEIN DRIVE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 199.87 FEET TO A POINT TANGENT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 44°02'43", AND A CHORD WHICH BEARS NORTH 20°16'56" WEST A CHORD DISTANCE OF 194.99 FEET;

THENCE NORTH 01°44'25" EAST, A DISTANCE OF 10.00 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID MULLEIN DRIVE TO THE NORTHERLY LINE OF SAID REDWOOD VILLAGE PUD PHASE II;

THENCE SOUTH 88°15'35" EAST, A DISTANCE OF 40.00 FEET ALONG THE NORTHERLY LINE OF SAID REDWOOD VILLAGE PUD PHASE II TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID MULLEIN DRIVE;

THENCE SOUTH 01°44'25" WEST, A DISTANCE OF 10.00 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID MULLEIN DRIVE TO A POINT OF CURVATURE;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID MULLEIN DRIVE AND ALONG ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 169.12 FEET TO A POINT TANGENT, SAID CURVE HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 44°02'43", AND A CHORD WHICH BEARS SOUTH 20°16'56" EAST A CHORD DISTANCE OF 164.99 FEET;

THENCE SOUTH 42°18'18" EAST, A DISTANCE OF 125.38 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID MULLEIN DRIVE TO A POINT OF CURVATURE;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID MULLEIN DRIVE AND ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 23.56 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE SAID BELLFLOWER DRIVE AND A POINT TANGENT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD WHICH BEARS SOUTH 87°18'18" EAST A CHORD DISTANCE OF 21.21 FEET;

(CONTINUED ON SHEET 4)



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LEGAL DESCRIPTION

ENCLAVE ROW VACATION  
CITY OF FORT COLLINS, COLORADO

PROJECT #: 201013

CHECKED BY: SDC

DRAWN BY: JRF

SHEET NUMBER

3

3 OF 11



## LEGAL DESCRIPTION

SITUATED IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 7 NORTH,  
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO.

(CONTINUED FROM SHEET 3)

THENCE NORTH 01°44'25" EAST, A DISTANCE OF 10.00 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID MULLEIN DRIVE TO THE NORTHERLY LINE OF SAID REDWOOD VILLAGE PUD PHASE II;

THENCE SOUTH 88°15'35" EAST, A DISTANCE OF 40.00 FEET ALONG THE NORTHERLY LINE OF SAID REDWOOD VILLAGE PUD PHASE II TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID MULLEIN DRIVE;

THENCE SOUTH 01°44'25" WEST, A DISTANCE OF 10.00 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID MULLEIN DRIVE TO A POINT OF CURVATURE;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID MULLEIN DRIVE AND ALONG ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 169.12 FEET TO A POINT TANGENT, SAID CURVE HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 44°02'43", AND A CHORD WHICH BEARS SOUTH 20°16'56" EAST A CHORD DISTANCE OF 164.99 FEET;

THENCE SOUTH 42°18'18" EAST, A DISTANCE OF 125.38 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID MULLEIN DRIVE TO A POINT OF CURVATURE;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID MULLEIN DRIVE AND ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 23.56 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE SAID BELLFLOWER DRIVE AND A POINT TANGENT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD WHICH BEARS SOUTH 87°18'18" EAST A CHORD DISTANCE OF 21.21 FEET;

THENCE NORTH 47°41'42" EAST, A DISTANCE OF 202.67 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE SAID BELLFLOWER DRIVE TO THE WESTERLY RIGHT-OF-WAY LINE OF SUNDROP CIRCLE AND A POINT OF CURVATURE;

THENCE ALONG WESTERLY RIGHT-OF-WAY LINE OF SAID SUNDROP CIRCLE AND ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 23.56 FEET TO A POINT TANGENT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD WHICH BEARS NORTH 02°41'42" EAST A CHORD DISTANCE OF 21.21 FEET;

(CONTINUED ON SHEET 5)



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### LEGAL DESCRIPTION

ENCLAVE ROW VACATION  
CITY OF FORT COLLINS, COLORADO

PROJECT #: 201013

CHECKED BY: SDC

DRAWN BY: JRF

SHEET NUMBER

4

4 OF 11

## LEGAL DESCRIPTION

SITUATED IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 7 NORTH,  
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO.

(CONTINUED FROM SHEET 4)

THENCE NORTH 42°18'18" WEST, A DISTANCE OF 28.00 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SUNDROP CIRCLE TO A POINT OF CURVATURE;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SUNDROP CIRCLE AND ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 23.56 FEET TO A POINT TANGENT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD WHICH BEARS NORTH 87°18'18" WEST A CHORD DISTANCE OF 21.21 FEET;

THENCE SOUTH 47°41'42" WEST, A DISTANCE OF 37.00 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SUNDROP CIRCLE TO AN ANGLE POINT THEREOF;

THENCE NORTH 42°18'18" WEST, A DISTANCE OF 92.00 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SUNDROP CIRCLE TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SUNDROP CIRCLE;

THENCE NORTH 47°41'42" EAST, A DISTANCE OF 92.00 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SUNDROP CIRCLE TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID SUNDROP CIRCLE;

THENCE SOUTH 42°18'18" EAST, A DISTANCE OF 135.00 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID SUNDROP CIRCLE TO A POINT OF CURVATURE;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID SUNDROP CIRCLE AND ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 23.56 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BELLFLOWER DRIVE, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD WHICH BEARS SOUTH 87°18'18" EAST A CHORD DISTANCE OF 21.21 FEET;

THENCE NORTH 47°41'42" EAST, A DISTANCE OF 130.00 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BELLFLOWER DRIVE TO THE WESTERLY RIGHT-OF-WAY LINE OF GINSENG CIRCLE AND A POINT OF CURVATURE;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID GINSENG CIRCLE AND ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 23.56 FEET TO A POINT OF REVERSE CURVATURE SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD WHICH BEARS NORTH 02°41'42" EAST A CHORD DISTANCE OF 21.21 FEET;

(CONTINUED ON SHEET 6)



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LEGAL DESCRIPTION

ENCLAVE ROW VACATION  
CITY OF FORT COLLINS, COLORADO

PROJECT #: 201013

CHECKED BY: SDC

DRAWN BY: JRF

SHEET NUMBER

5

5 OF 11

## LEGAL DESCRIPTION

SITUATED IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 7 NORTH,  
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO.

(CONTINUED FROM SHEET 5)

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID GINSENG CIRCLE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 142.22 FEET TO A POINT TANGENT, SAID CURVE HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 44°02'43", AND A CHORD WHICH BEARS NORTH 20°16'56" WEST A CHORD DISTANCE OF 138.74 FEET;

THENCE NORTH 01°44'25" EAST, A DISTANCE OF 107.00 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID GINSENG CIRCLE TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID GINSENG CIRCLE;

THENCE SOUTH 88°15'35" EAST, A DISTANCE OF 92.00 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID GINSENG CIRCLE TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GINSENG CIRCLE;

THENCE SOUTH 01°44'25" WEST, A DISTANCE OF 92.00 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID GINSENG CIRCLE TO AN ANGLE POINT THEREOF;

THENCE NORTH 88°15'35" WEST, A DISTANCE OF 37.00 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID GINSENG CIRCLE TO A POINT OF CURVATURE;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID GINSENG CIRCLE AND ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 23.56 FEET TO A POINT OF COMPOUND CURVATURE, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD WHICH BEARS SOUTH 46°44'25" WEST A CHORD DISTANCE OF 21.21 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 111.47 FEET, SAID CURVE HAVING A RADIUS OF 145.00 FEET, A CENTRAL ANGLE OF 44°02'43", AND A CHORD WHICH BEARS SOUTH 20°16'56" EAST A CHORD DISTANCE OF 108.74 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID GINSENG CIRCLE AND ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 23.56 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BELLFLOWER DRIVE AND A POINT TANGENT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD WHICH BEARS SOUTH 87°18'18" EAST A CHORD DISTANCE OF 21.21 FEET;

(CONTINUED ON SHEET 7)



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LEGAL DESCRIPTION

ENCLAVE ROW VACATION  
CITY OF FORT COLLINS, COLORADO

PROJECT #: 201013

CHECKED BY: SDC

DRAWN BY: JRF

SHEET NUMBER

6

6 OF 11

## LEGAL DESCRIPTION

SITUATED IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 7 NORTH,  
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO.

(CONTINUED FROM SHEET 6)

THENCE NORTH 47°41'42" EAST, A DISTANCE OF 36.83 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BELLFLOWER DRIVE TO A POINT OF CURVATURE;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BELLFLOWER DRIVE AND ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 122.73 FEET TO AN EASTERLY LINE OF SAID REDWOOD VILLAGE PUD PHASE II, SAID CURVE HAVING A RADIUS OF 263.00 FEET, A CENTRAL ANGLE OF 26°44'11", AND A CHORD WHICH BEARS NORTH 34°19'37" EAST A CHORD DISTANCE OF 121.62 FEET;

THENCE ALONG A LINE NON-TANGENT TO SAID CURVE AND ALONG AN EASTERLY LINE OF SAID REDWOOD VILLAGE PUD PHASE II, SOUTH 69°02'29" EAST, A DISTANCE OF 54.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BELLFLOWER DRIVE ALSO BEING A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BELLFLOWER DRIVE AND ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 122.73 FEET TO AN EASTERLY LINE OF SAID REDWOOD VILLAGE PUD PHASE II, SAID CURVE HAVING A RADIUS OF 263.00 FEET, A CENTRAL ANGLE OF 26°44'11", AND A CHORD WHICH BEARS NORTH 34°19'37" EAST A CHORD DISTANCE OF 121.62 FEET;

THENCE ALONG A LINE NON-TANGENT TO SAID CURVE AND ALONG AN EASTERLY LINE OF SAID REDWOOD VILLAGE PUD PHASE II, SOUTH 69°02'29" EAST, A DISTANCE OF 54.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BELLFLOWER DRIVE ALSO BEING A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BELLFLOWER DRIVE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 147.92 FEET TO A POINT TANGENT, SAID CURVE HAVING A RADIUS OF 317.00 FEET, A CENTRAL ANGLE OF 26°44'11", AND A CHORD WHICH BEARS SOUTH 34°19'37" WEST A CHORD DISTANCE OF 146.59 FEET;

(CONTINUED ON SHEET 8)



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# LEGAL DESCRIPTION

SITUATED IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 7 NORTH,  
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO.

(CONTINUED FROM SHEET 7)

THENCE SOUTH 47°41'42" WEST, A DISTANCE OF 588.67 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BELLFLOWER DRIVE TO THE NORTHERLY LINE OF THAT TRACT OF LAND AS DESCRIBED BY SAID RECEPTION NO. 20170061770;

THENCE NORTH 85°52'58" WEST, A DISTANCE OF 74.54 FEET ALONG THE NORTHERLY LINE OF THAT TRACT OF LAND AS DESCRIBED BY SAID RECEPTION NO. 20170061770 TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BELLFLOWER DRIVE AND THE **POINT OF BEGINNING B**;

SAID PARCEL CONTAINS 79,786 SQUARE FEET OR 1.832 ACRES, MORE OR LESS;

BOTH PARCELS A & B TOGETHER CONTAIN 87,832 SQUARE FEET OR 2.017 ACRES MORE OR LESS.

PREPARED BY: SHAWN D. CLARKE, PLS  
COLORADO #38061

ON BEHALF OF: HARRIS KOCHER SMITH  
1120 LINCOLN STREET, SUITE 1000  
DENVER, CO 80203, 303.623.6300



NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THIS CERTIFICATE SHOWN HEREON.



## LEGAL DESCRIPTION

ENCLAVE ROW VACATION  
CITY OF FORT COLLINS, COLORADO

PROJECT #: 201013

CHECKED BY: SDC

DRAWN BY: JRF

SHEET NUMBER

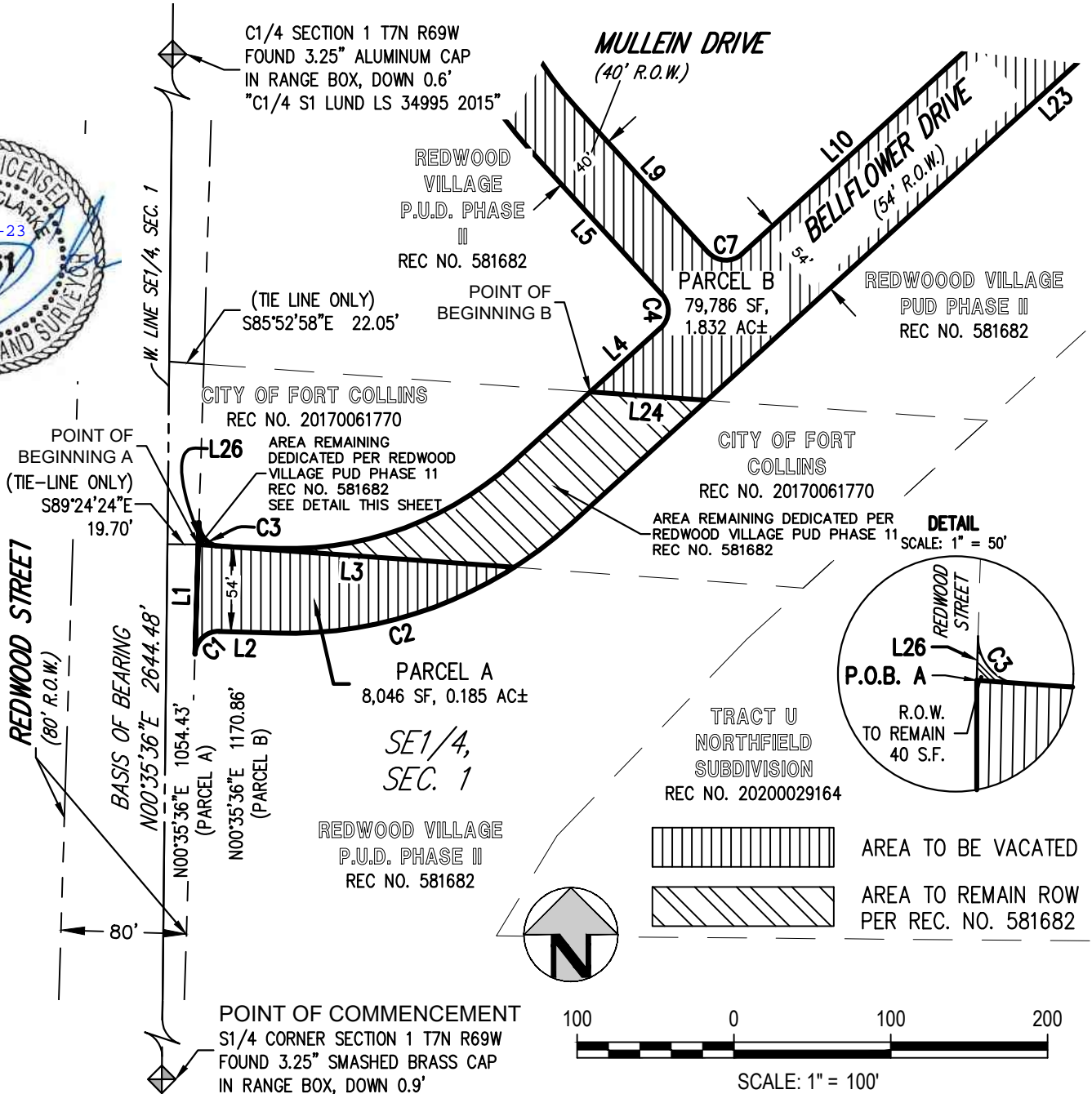
8

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**EXHIBIT**

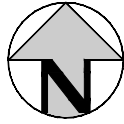
SITUATED IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 7 NORTH,  
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO.

**NOTE:**

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.  
IT IS INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.

## EXHIBIT

SITUATED IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 7 NORTH,  
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO.



SCALE: 1" = 100'

SE1/4,  
SEC. 1

GINSENG CIRCLE  
(40' R.O.W.)

REDWOOD VILLAGE PUD  
PHASE II  
REC NO. 581682

parcel b  
Area : 79786.03

SE1/4,  
SEC. 1

MULLEIN DRIVE  
(40' R.O.W.)

REDWOOD  
VILLAGE  
P.U.D. PHASE  
II  
REC NO. 581682

POINT OF  
BEGINNING B

PARCEL B  
79,786 SF,  
1.832 AC±

REDWOOD VILLAGE  
PUD PHASE II  
REC NO. 581682

SUNDROP CIRCLE  
(40' R.O.W.)

CITY OF FORT  
COLLINS

REC NO. 20170061770

AREA REMAINING DEDICATED PER  
REDWOOD VILLAGE PUD PHASE II

TRACT U  
NORTHFIELD SUBDIVISION  
REC NO. 20200029164



## NOTE:

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.

ILLUSTRATION - PARCEL B

ENCLAVE ROW VACATION  
CITY OF FORT COLLINS, COLORADO

PROJECT #: 201013

CHECKED BY: SDC

DRAWN BY: JRF

SHEET NUMBER

10

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**HKS**  
**HARRIS  
KOCHER  
SMITH**

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# EXHIBIT

SITUATED IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 7 NORTH,  
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N01°44'25"E	69.95'
L2	S88°15'35"E	36.23'
L3	N85°52'58"W	202.07'
L4	N47°41'42"E	126.59'
L5	N42°18'18"W	125.38'
L6	N01°44'25"E	10.00'
L7	S88°15'35"E	40.00'
L8	S01°44'25"W	10.00'
L9	S42°18'18"E	125.38'
L10	N47°41'42"E	202.67'
L11	N42°18'18"W	28.00'
L12	S47°41'42"W	37.00'
L13	N42°18'18"W	92.00'
L14	N47°41'42"E	92.00'
L15	S42°18'18"E	135.00'
L16	N47°41'42"E	130.00'
L17	N01°44'25"E	107.00'
L18	S88°15'35"E	92.00'
L19	S01°44'25"W	92.00'
L20	N88°15'35"W	37.00'
L21	N47°41'42"E	36.83'
L22	S69°02'29"E	54.00'
L23	S47°41'42"W	588.67'
L24	N85°52'58"W	74.54'
L26	N01°44'25"E	14.05'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	15.00'	90°00'00"	23.56'	N46°44'25"E	21.21'
C2	267.00'	34°21'11"	160.09'	N74°33'50"E	157.70'
C3	15.00'	75°22'06"	19.73'	N35°56'38"W	18.34'
C4	15.00'	90°00'00"	23.56'	N02°41'42"E	21.21'
C5	260.00'	44°02'43"	199.87'	N20°16'56"W	194.99'
C6	220.00'	44°02'43"	169.12'	S20°16'56"E	164.99'
C7	15.00'	90°00'00"	23.56'	S87°18'18"E	21.21'
C8	15.00'	90°00'00"	23.56'	N02°41'42"E	21.21'
C9	15.00'	90°00'00"	23.56'	N87°18'18"W	21.21'
C10	15.00'	90°00'00"	23.56'	S87°18'18"E	21.21'
C11	15.00'	90°00'00"	23.56'	N02°41'42"E	21.21'
C12	185.00'	44°02'43"	142.22'	N20°16'56"W	138.74'
C13	15.00'	90°00'00"	23.56'	S46°44'25"W	21.21'
C14	145.00'	44°02'43"	111.47'	S20°16'56"E	108.74'
C15	15.00'	90°00'00"	23.56'	S87°18'18"E	21.21'
C16	263.00'	26°44'11"	122.73'	N34°19'37"E	121.62'
C17	317.00'	26°44'11"	147.92'	S34°19'37"W	146.59'



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December 5, 2023

## AGENDA ITEM SUMMARY

City Council



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### STAFF

Teresa Roche, Human Resources Executive  
Kelley Vodden, Compensation, Benefits, and Wellness Director  
Aaron Guin, Senior Assistant City Attorney

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### SUBJECT

**First Reading of Ordinance No. 172, 2023, Adopting the 2024 Classified Employee Pay Plan.**

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### EXECUTIVE SUMMARY

The purpose of this item is to recommend the 2024 City Classified Employee Pay Plan. Classified jobs are grouped according to job functions, a business practice commonly used by both the public and private sectors. Pay ranges are developed by career group (management, professional, administrative, operations and trades) and level for each job function. The result of this work is a City Classified Employee Pay Plan (Pay Plan) which sets the minimum, midpoint, and maximum pay ranges for the level within each career group and function. Actual employee pay increases are awarded through a separate administrative process in accordance with the budgeted amount approved by Council.

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### STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

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### BACKGROUND / DISCUSSION

#### OPEN PAY RANGES

The City utilizes a common compensation methodology to assess jobs, combine them into job functions and establish pay range structures. The result of this work sets the minimum, midpoint, and maximum pay ranges for the levels within each career group and function.

Pay ranges are reviewed annually as part of a comprehensive market pricing analysis. Pay ranges are grouped and driven by job functions that are based upon the findings of a recruiting analysis conducted to determine where positions are typically sourced. Pay range midpoints are determined by looking at aggregate market data for positions or groups of positions and rolled up to a median of the market for functional groupings, with high and low outliers removed.

Jobs for which there is no external benchmark are evaluated and placed in the Pay Plan using a job evaluation system that is calibrated against benchmark jobs.

Individual salary placement in a pay range is based on an employee's knowledge, skills, abilities, performance, and experience, paired with internal equity considerations and budget availability to ensure horizontal alignment across the City.

### **Market Data Sources**

- Employers Council - Colorado Benchmark Compensation Survey
- Employers Council - Public Employers Compensation Survey
- Willis Towers Watson - General Industry Compensation Survey
- Payfactors – Peer Global Network Survey

### **Recommended Open Pay Range Structure Adjustments**

As a result of the market analysis, Human Resources (HR) Compensation staff recommends a 2.5% increase for all open pay ranges, excluding Legal Services & Executive Tables. Actual employee salary increases are determined administratively within the Council-adopted employee pay increase budget.

### **STEP PLAN**

The City has 13 jobs that are part of the Step Plan pay structure. Step level jobs are designed to compensate employees whose jobs require mastery in a range of skills that are complex and/or technical in nature or also require attainment of predefined licenses and/or certifications. Pay progression is directly linked to skills and certification acquisition. Employees in Step Plan jobs may receive labor market adjustments as determined by the annual market analysis.

### **Market Data Sources**

- Employers Council - Colorado Benchmark Compensation Survey
- Employers Council - Public Employers Compensation Survey
- Employers Council - Rural Electric Association Survey
- Payfactors – Peer Global Network Survey

### **Recommended Step Plan Adjustments**

As a result of the market analysis, HR Compensation staff recommends changes to Step Plan jobs, varying from 2.5% to 8.0% increases. Employees in Step Plan jobs will receive a market adjustment consistent with the analysis.

### **COLLECTIVE BARGAINING UNIT**

Police collective bargaining unit (CBU) positions are included in the Pay Plan to establish pay for such positions until market data is collected and pay is established according to the Council-approved collective bargaining agreement. The pay plan for classified positions not in the CBU is taken to Council for consideration and adoption by ordinance in late December and before the new payroll year. Terms of the collective bargaining agreement between the City and the police employee organization call for market data to be collected close to the end of the calendar year, so there is a delay in gathering market data for the CBU positions. This results in City staff bringing an amended Pay Plan back to Council for consideration early in the first quarter of the year.

### **CITY FINANCIAL IMPACTS**

The estimated net cost for the adjustments to the Step Plan jobs is approximately \$243,000 and will be absorbed within the 2024 operating budgets approved by Council.



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

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None.

### **PUBLIC OUTREACH**

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None.

### **ATTACHMENTS**

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1. Ordinance for Consideration
2. Exhibit A to Ordinance

ORDINANCE NO. 172, 2023  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
ADOPTING THE 2024 CLASSIFIED EMPLOYEE PAY PLAN

WHEREAS, Section 2-566 of the City Code requires that the pay plan for all classified employees of the City shall be established by ordinance of the City Council; and

WHEREAS, the City is committed to compensating employees in a manner that is fair, competitive and understandable; and

WHEREAS, the annual market analysis conducted by the Human Resources Department includes public and private employer salary survey information, including Colorado public employers and national general industry compensation, providing clear benchmark information for approximately 464 benchmark positions; and

WHEREAS, the 2024 City of Fort Collins Classified Employee Pay Plan (the “Pay Plan”) recommended by the City Manager is consistent with City Council objectives and the Council-approved budget for 2024; and

WHEREAS, the City Council believes that the adoption of the recommended pay plan is in the best interests of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the City Council hereby adopts the Pay Plan a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference.

Section 3. That the Pay Plan shall be effective as of January 8, 2024, the first pay period of 2024.

Section 4. That the City Manager shall fix the compensation levels of all classified employees within the pay levels established in the Pay Plan except to the extent that the City Manager determines, due to performance or other extraordinary circumstances, that the pay level of a particular employee should remain below the minimum or be fixed above the maximum for that employee’s job title.

Section 5. That the City Manager shall fix the salary for newly created positions or positions that are modified due to changes in job duties within the approved pay structure based on results of an objective job analysis.

Introduced, considered favorably on first reading and ordered published this 5th day of December, 2023, and to be presented for final passage on the 19th day of December, 2023.

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Mayor

ATTEST:

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City Clerk

Passed and adopted on final reading this 19th day of December, 2023.

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Mayor

ATTEST:

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City Clerk



## CITY OF FORT COLLINS 2024 PAY PLAN INDEX

<u>JOB TITLE</u>	<u>JOB TYPE</u>	<u>LEVEL</u>	<u>JOB FUNCTION</u>	<u>JOB FAMILY</u>	<u>JOB SUB FAMILY</u>	<u>TABLE</u>
Accountant II	P049	P2	FINANCE & ACCOUNTING	ACCOUNTING	ACCOUNTING	4
Administrator I, Systems	P003	P1	TECHNOLOGY	SYSTEMS	SYSTEMS ADMINISTRATION	3
Analyst I, Apps Software	P005	P1	TECHNOLOGY	APPLICATIONS SOFTWARE	APPLICATIONS SOFTWARE	3
Analyst I, Benefits	P016	P1	HUMAN RESOURCES	BENEFITS	BENEFITS	4
Analyst I, Bus Sys & Elections	P179	P1	ADMINISTRATION	MUNICIPAL ADMINISTRATION	CITY CLERK	4
Analyst I, Data	P122	P1	TECHNOLOGY	DATA SCIENCE	DATA ANALYSIS	3
Analyst I, Finance	P020	P1	FINANCE & ACCOUNTING	FINANCIAL PLANNING & ANALYSIS	FINANCIAL PLANNING & ANALYSIS	4
Analyst I, GIS	P002	P1	TECHNOLOGY	GIS	GIS	3
Analyst I, Grant Administrator	P170	P1	FINANCE & ACCOUNTING	FINANCIAL PLANNING & ANALYSIS	FINANCIAL PLANNING & ANALYSIS	4
Analyst I, HRIS	P023	P1	HUMAN RESOURCES	HRIS	HRIS	4
Analyst II, Apps Software	P028	P2	TECHNOLOGY	APPLICATIONS SOFTWARE	APPLICATIONS SOFTWARE	3
Analyst II, Apps Software Dev	P123	P2	TECHNOLOGY	APPLICATIONS SOFTWARE	APPS SOFTWARE DEVELOPMENT	3
Analyst II, Benefits	P124	P2	HUMAN RESOURCES	BENEFITS	BENEFITS	4
Analyst II, Budget	P136	P2	FINANCE & ACCOUNTING	BUDGET	BUDGET	4
Analyst II, Bus Intelligence	P133	P2	TECHNOLOGY	DATA SCIENCE	BUSINESS INTELLIGENCE	3
Analyst II, Finance	P050	P2	FINANCE & ACCOUNTING	FINANCIAL PLANNING & ANALYSIS	FINANCIAL PLANNING & ANALYSIS	4
Analyst II, GIS	P031	P2	TECHNOLOGY	GIS	GIS	3
Analyst II, HRIS	P183	P2	HUMAN RESOURCES	HRIS	HRIS	4
Architect, IT Security	P101	P4	TECHNOLOGY	INFORMATION SECURITY	INFORMATION SECURITY	3
Architect, Landscape	P032	P2	PLANNING	PARK PLANNING	LANDSCAPE	1
Architect, Portfolio Mgmt	P145	P4	TECHNOLOGY	TECHNOLOGY	PORTFOLIO MANAGEMENT	3
Architect, Technology	P109	P4	TECHNOLOGY	DATA SCIENCE	DATA SCIENCE	3
Asst Superintendent, Parks	O019	O6	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	PARKS	1
Auditor II, Sales Tax & Revenue	P060	P2	FINANCE & ACCOUNTING	REVENUE	SALES TAX AUDIT & REVENUE	4
Bailiff	A001	A2	LEGAL	JUDICIAL	CUSTOMER SERVICE	4
Business Support I	A002	A2	ADMINISTRATION	ADMINISTRATION	ADMINISTRATION	4
Business Support II	A008	A3	ADMINISTRATION	ADMINISTRATION	ADMINISTRATION	4
Business Support III	A020	A4	ADMINISTRATION	ADMINISTRATION	ADMINISTRATION	4
Buyer II	P043	P2	FINANCE & ACCOUNTING	PURCHASING	PURCHASING	4
Chemist	P008	P1	SCIENCES & ENGINEERING	SCIENCES	CHEMISTRY	3
Chief Building Official	M042	M2	DEVELOPMENT & COMPLIANCE	BUILDING & DEVELOPMENT REVIEW	BUILDING & DEVELOPMENT REVIEW	1
Chief Deputy City Clerk	P158	P3	ADMINISTRATION	MUNICIPAL ADMINISTRATION	CITY CLERK	4
Chief Deputy City Clerk	P051	P2	ADMINISTRATION	MUNICIPAL ADMINISTRATION	CITY CLERK	4
City Clerk	M072	M3	ADMINISTRATION	MUNICIPAL ADMINISTRATION	CITY CLERK	4
City Engineer	M079	M3	SCIENCES & ENGINEERING	ENGINEERING	CIVIL ENGINEERING	3
City Traffic Engineer	M064	M3	SCIENCES & ENGINEERING	ENGINEERING	TRAFFIC ENGINEERING	3
Civil Engineer I	P009	P1	SCIENCES & ENGINEERING	ENGINEERING	CIVIL ENGINEERING	3
Civil Engineer II	P037	P2	SCIENCES & ENGINEERING	ENGINEERING	CIVIL ENGINEERING	3
Civil Engineer III	P078	P3	SCIENCES & ENGINEERING	ENGINEERING	CIVIL ENGINEERING	3
Comm & Pub Relations Manager	P202	P4	MARKETING & CREATIVE SERVICES	COMMUNICATIONS	COMMUNICATIONS	4
Coord, Sales Tax & Audit Rev	A097	A4	FINANCE & ACCOUNTING	REVENUE	SALES TAX AUDIT & REVENUE	4
Coordinator, AR / Billing	A021	A4	FINANCE & ACCOUNTING	ACCOUNTING	ACCOUNTS RECEIVABLE / BILLING	4
Coordinator, Accounts Payable	A015	A4	FINANCE & ACCOUNTING	ACCOUNTING	ACCOUNTS PAYABLE	4

## EXHIBIT A TO ORDINANCE NO. 172, 2023

Coordinator, Active Modes	A093	A4	PLANNING	TRANSPORTATION PLANNING	ACTIVE MODES	1
Coordinator, Benefits	A102	A4	HUMAN RESOURCES	BENEFITS	BENEFITS	4
Coordinator, Bldg & Dev Review	A071	A4	DEVELOPMENT & COMPLIANCE	BUILDING & DEVELOPMENT REVIEW	BUILDING & DEVELOPMENT REVIEW	1
Coordinator, Communications	A028	A4	MARKETING & CREATIVE SERVICES	COMMUNICATIONS	COMMUNICATIONS	4
Coordinator, Cultural Services	A031	A4	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Coordinator, Customer Support	A074	A4	CUSTOMER SERVICE	CUSTOMER SERVICE	CUSTOMER SUPPORT	4
Coordinator, Finance	A022	A4	FINANCE & ACCOUNTING	FINANCIAL PLANNING & ANALYSIS	FINANCIAL PLANNING & ANALYSIS	4
Coordinator, HRIS	A017	A4	HUMAN RESOURCES	HRIS	HRIS	4
Coordinator, Outreach	A036	A4	PROTECTIVE SERVICES	INVESTIGATION	OUTREACH	5
Coordinator, Payroll	A018	A4	FINANCE & ACCOUNTING	ACCOUNTING	PAYROLL	4
Coordinator, Public Engagement	A023	A4	CUSTOMER SERVICE	OUTREACH	PUBLIC ENGAGEMENT	4
Coordinator, Talent Acquisitio	A098	A4	HUMAN RESOURCES	TALENT MANAGEMENT	TALENT ACQUISITION	4
Coordinator, Theatre Prod	A096	A4	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Coordinator, Youth Education	A103	A4	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Court Security Officer	O036	O4	PROTECTIVE SERVICES	OPERATIONS	ENFORCEMENT	5
Crew Chief, Electric Dist	S013	S1	OPERATIONS	ELECTRIC UTILITIES	ELECTRIC DIST - HIGH VOLTAGE	2
Crew Chief, Facilities	S006	S1	OPERATIONS	FACILITIES & FLEET	FACILITIES	2
Crew Chief, Forestry	S012	S1	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	FORESTRY	1
Crew Chief, Natural Areas	S059	S1	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	NATURAL AREAS	1
Crew Chief, Parks	S010	S1	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	PARKS	1
Crew Chief, Parks Facilities	S074	S1	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	PARKS	1
Crew Chief, Transportation Ops	S052	S1	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Crew Chief, Water Field Ops	S053	S1	OPERATIONS	WATER UTILITIES	WATER FIELD OPERATIONS	2
Crime Analyst	A062	A5	PROTECTIVE SERVICES	PROCESSING SUPPORT	INFORMATION SERVICES	5
Crime Analyst	A090	A6	PROTECTIVE SERVICES	PROCESSING SUPPORT	INFORMATION SERVICES	5
Criminalist	A069	A6	PROTECTIVE SERVICES	INVESTIGATION	INVESTIGATION	5
Criminalist, Serology	A105	A6	PROTECTIVE SERVICES	INVESTIGATION	INVESTIGATION	5
Curator	P014	P1	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Deputy City Clerk	A060	A5	ADMINISTRATION	MUNICIPAL ADMINISTRATION	CITY CLERK	4
Deputy Court Administrator	S002	S1	LEGAL	JUDICIAL	ADMINISTRATION	4
Deputy Court Clerk I	A005	A3	LEGAL	JUDICIAL	CUSTOMER SERVICE	4
Deputy Court Clerk II	A013	A4	LEGAL	JUDICIAL	CUSTOMER SERVICE	4
Dir, Economic Sustainability	M081	M3	SUSTAINABILITY	ECONOMIC SUSTAINABILITY	ECONOMIC SUSTAINABILITY	1
Dir, Electric Distribution	M073	M3	OPERATIONS	ELECTRIC UTILITIES	ELECTRIC DIST - HIGH VOLTAGE	2
Dir, Environ Sustainability	M069	M3	SUSTAINABILITY	ENVIRONMENTAL SUSTAINABILITY	ENVIRONMENTAL SUSTAINABILITY	1
Dir, Social Sustainability	M066	M3	SUSTAINABILITY	SOCIAL SUSTAINABILITY	SOCIAL SUSTAINABILITY	1
Dir, Transportation Operations	M074	M3	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Director, Accounting	M082	M3	FINANCE & ACCOUNTING	ACCOUNTING	ACCOUNTING	4
Director, Broadband	M120	M3	OPERATIONS	BROADBAND	BROADBAND	2
Director, Budget	M067	M3	FINANCE & ACCOUNTING	BUDGET	BUDGET	4
Director, Civil Engineering	M086	M3	SCIENCES & ENGINEERING	ENGINEERING	CIVIL ENGINEERING	3
Director, Civil Engineering	M089	M3	SCIENCES & ENGINEERING	ENGINEERING	CIVIL ENGINEERING	3
Director, Communications	M065	M3	MARKETING & CREATIVE SERVICES	COMMUNICATIONS	COMMUNICATIONS	4
Director, Cultural Services	M075	M3	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Director, Elec Engineering	M114	M3	SCIENCES & ENGINEERING	ENGINEERING	ELECTRICAL ENGINEERING	3
Director, FP&A	M078	M3	FINANCE & ACCOUNTING	FINANCIAL PLANNING & ANALYSIS	FINANCIAL PLANNING & ANALYSIS	4
Director, Facilities & Fleet	M083	M3	OPERATIONS	FACILITIES & FLEET	FACILITIES & FLEET	2
Director, Human Resources	M088	M3	HUMAN RESOURCES	TALENT MANAGEMENT	HUMAN RESOURCES	4
Director, Information Services	M040	M3	PROTECTIVE SERVICES	PROCESSING SUPPORT	INFORMATION SERVICES	5
Director, Natural Areas	M127	M3	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	NATURAL AREAS	1
Director, Park Planning	M068	M3	PLANNING	PARK PLANNING	LANDSCAPE	1
Director, Parks	M071	M3	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	PARKS	1
Director, Plant Operations	M084	M3	OPERATIONS	PLANT OPERATIONS	PLANT OPERATIONS	2
Director, Plant Operations	M139	M3	OPERATIONS	PLANT OPERATIONS	PLANT OPERATIONS	2



## EXHIBIT A TO ORDINANCE NO. 172, 2023

Director, Purchasing	M077	M3	FINANCE & ACCOUNTING	PURCHASING	PURCHASING	4
Director, Recreation	M070	M3	CULTURE, PARKS & RECREATION	RECREATION	RECREATION	1
Director, Sciences	M085	M3	SCIENCES & ENGINEERING	SCIENCES	SCIENCES	3
Director, Tech Grid Ops & Engr	M159	M3	SCIENCES & ENGINEERING	ENGINEERING	ELECTRICAL ENGINEERING	3
Director, Technology	M121	M3	TECHNOLOGY	TECHNOLOGY	TECHNOLOGY	3
Director, Total Compensation	M123	M3	HUMAN RESOURCES	COMPENSATION/BENEFITS/WELLNES	TOTAL COMPENSATION	4
Director, Transit	M076	M3	OPERATIONS	TRANSPORTATION	TRANSIT	2
Director, Water Field Ops	M108	M3	OPERATIONS	WATER UTILITIES	WATER FIELD OPERATIONS	2
Early Childhood Teacher	A106	A4	CULTURE, PARKS & RECREATION	RECREATION	RECREATION	1
Elec Engr II OT & Protect Sys	P199	P2	SCIENCES & ENGINEERING	ENGINEERING	ELECTRICAL ENGINEERING	3
Elec Engr II, Automation	P201	P2	SCIENCES & ENGINEERING	ENGINEERING	ELECTRICAL ENGINEERING	3
Elec Engr III OT & Protect Sys	P198	P3	SCIENCES & ENGINEERING	ENGINEERING	ELECTRICAL ENGINEERING	3
Elec Engr III, Automation	P200	P3	SCIENCES & ENGINEERING	ENGINEERING	ELECTRICAL ENGINEERING	3
Elec Engr IV, Automation	P195	P4	SCIENCES & ENGINEERING	ENGINEERING	ELECTRICAL ENGINEERING	3
Elec Engr IV, OT & Protect Sys	P196	P4	SCIENCES & ENGINEERING	ENGINEERING	ELECTRICAL ENGINEERING	3
Electrical Engineer I	P012	P1	SCIENCES & ENGINEERING	ENGINEERING	ELECTRICAL ENGINEERING	3
Electrical Engineer II	P143	P2	SCIENCES & ENGINEERING	ENGINEERING	ELECTRICAL ENGINEERING	3
Electrical Engineer II	P039	P2	SCIENCES & ENGINEERING	ENGINEERING	ELECTRICAL ENGINEERING	3
Electrical Engineer III	P077	P3	SCIENCES & ENGINEERING	ENGINEERING	ELECTRICAL ENGINEERING	3
Electrician	O038	O4	OPERATIONS	FACILITIES & FLEET	ELECTRICIAN	2
Engineer I, Fiber	P112	P1	TECHNOLOGY	FIBER	FIBER	3
Engineer I, Network	P004	P1	TECHNOLOGY	NETWORK	NETWORK ENGINEERING	3
Engineer II, Fiber	P138	P2	TECHNOLOGY	FIBER	FIBER	3
Engineer II, Network	P029	P2	TECHNOLOGY	NETWORK	NETWORK ENGINEERING	3
Engineer II, Systems	P030	P2	TECHNOLOGY	SYSTEMS	SYSTEMS ENGINEERING	3
Exec Assistant To The City Mgr	P001	P1	ADMINISTRATION	ADMINISTRATION	ADMINISTRATION	4
Executive Admin Assistant	A043	A5	ADMINISTRATION	ADMINISTRATION	ADMINISTRATION	4
Executive Assist, City Council	P160	P1	FINANCE & ACCOUNTING	ADMINISTRATION	ADMINISTRATION	4
HR Comm & Project Manager	P185	P2	ADMINISTRATION	PROJECT MANAGEMENT	PROJECT MANAGEMENT	4
Halligan Project Manager	P173	P4	SCIENCES & ENGINEERING	ENGINEERING	CIVIL ENGINEERING	3
Inspector, Code Compliance	O023	O3	DEVELOPMENT & COMPLIANCE	COMPLIANCE	CODE COMPLIANCE	1
Investigative Aide	A061	A5	PROTECTIVE SERVICES	INVESTIGATION	INVESTIGATION	5
Lab Assistant	O001	O1	SCIENCES & ENGINEERING	SCIENCES	SCIENCES	3
Lead Analyst, Utility Rate	P102	P4	FINANCE & ACCOUNTING	UTILITY	UTILITY RATE ANALYSIS	4
Lead Auditor, Sales Tax & Rev	P150	P3	FINANCE & ACCOUNTING	REVENUE	SALES TAX AUDIT & REVENUE	4
Lead Coord, Communications	A086	A6	MARKETING & CREATIVE SERVICES	COMMUNICATIONS	COMMUNICATIONS	4
Lead Coord, Utility Rate/Fee	A066	A6	FINANCE & ACCOUNTING	UTILITY	UTILITY RATE / FEE	4
Lead EO Compliance Specialist	P194	P3	ADMINISTRATION	ADMINISTRATION	EQUAL OPPORTUNITY	4
Lead EO Investigator	P099	P3	HUMAN RESOURCES	TALENT MANAGEMENT	EMPLOYEE RELATIONS	4
Lead Inspector Code Compliance	O064	O6	DEVELOPMENT & COMPLIANCE	COMPLIANCE	CODE COMPLIANCE	1
Lead Inspector, Construction	O052	O6	DEVELOPMENT & COMPLIANCE	COMPLIANCE	CONSTRUCTION INSPECTION	1
Lead Inspector, Rental Housing	O087	O6	DEVELOPMENT & COMPLIANCE	COMPLIANCE	RENTAL HOUSING	1
Lead Inspector, Zoning	O073	O6	DEVELOPMENT & COMPLIANCE	COMPLIANCE	ZONING	1
Lead L&P Safety Specialist	P197	P3	HUMAN RESOURCES	SAFETY & RISK MANAGEMENT	SAFETY	4
Lead Park Ranger	S011	S1	PROTECTIVE SERVICES	OPERATIONS	RESOURCE MANAGEMENT	5
Lead Project Manager	P193	P4	ADMINISTRATION	PROJECT MANAGEMENT	PROJECT MANAGEMENT	4
Lead Rep, Customer Support	A040	A5	CUSTOMER SERVICE	CUSTOMER SERVICE	CUSTOMER SUPPORT	4
Lead Spc, Cultural Services	P081	P3	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Lead Spc, Econ Sustainability	P159	P3	SUSTAINABILITY	ECONOMIC SUSTAINABILITY	ECONOMIC SUSTAINABILITY	1
Lead Spc, Env Sustainability	P092	P3	SUSTAINABILITY	ENVIRONMENTAL SUSTAINABILITY	ENVIRONMENTAL SUSTAINABILITY	1
Lead Spc, Homelessness	P135	P3	SUSTAINABILITY	SOCIAL SUSTAINABILITY	HOMELESSNESS	1
Lead Spc, Process Improvement	P065	P3	ADMINISTRATION	PROJECT MANAGEMENT	PROCESS IMPROVEMENT	4
Lead Spc, Soc Sustainability	P097	P3	SUSTAINABILITY	SOCIAL SUSTAINABILITY	SOCIAL SUSTAINABILITY	1
Lead Spc, Special Events	P084	P3	DEVELOPMENT & COMPLIANCE	NEIGHBORHOOD SERVICES	SPECIAL EVENTS	1

## EXHIBIT A TO ORDINANCE NO. 172, 2023

Lead Spec, Emergency Mgmt	P154	P3	ADMINISTRATION	PROJECT MANAGEMENT	EMERGENCY MANAGEMENT	4
Lead Spec, Equity & Inclusion	P191	P3	ADMINISTRATION	ADMINISTRATION	ADMINISTRATION	4
Lead Specialist, Communication	P155	P3	MARKETING & CREATIVE SERVICES	COMMUNICATIONS	COMMUNICATIONS	4
Lead Specialist, Forestry	P085	P3	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	FORESTRY	1
Lead Specialist, Marketing	P047	P3	MARKETING & CREATIVE SERVICES	MARKETING	MARKETING	4
Lead Specialist, Natural Areas	P104	P3	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	NATURAL AREAS	1
Lead Specialist, Occpntl Hlth	P115	P3	HUMAN RESOURCES	SAFETY & RISK MANAGEMENT	OCCUPATIONAL HEALTH	4
Lead Specialist, Parks	P165	P3	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	PARKS	1
Lead Specialist, Public Engage	P141	P3	CUSTOMER SERVICE	OUTREACH	PUBLIC ENGAGEMENT	4
Lead Specialist, Safety	P093	P3	HUMAN RESOURCES	SAFETY & RISK MANAGEMENT	SAFETY	4
Lead Specialist, Sciences	P072	P3	SCIENCES & ENGINEERING	SCIENCES	SCIENCES	3
Lead Specialist, Security	P091	P3	ADMINISTRATION	SAFETY & RISK MANAGEMENT	SECURITY	4
Lead Sr Facilities Project Mgr	M111	M1	ADMINISTRATION	PROJECT MANAGEMENT	FACILITIES PROJECT MANAGEMENT	4
Lead Tech, Graphic Design	A068	A6	MARKETING & CREATIVE SERVICES	MEDIA	GRAPHIC DESIGN	4
Lead Tech, Transportation Ops	O065	O6	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Lead Technician, Network Engr	A108	A6	TECHNOLOGY	NETWORK	NETWORK ENGINEERING	3
Lead Technician, Sciences	A065	A6	SCIENCES & ENGINEERING	SCIENCES	SCIENCES	3
Lead Technician, Video Prod	A067	A6	MARKETING & CREATIVE SERVICES	MEDIA	VIDEO PRODUCTION	4
Legal Assistant	A009	A3	LEGAL	LEGAL	LEGAL SUPPORT	4
Locator, Elec Dist - Field OpS	O092	O4	OPERATIONS	ELECTRIC UTILITIES	ELECTRIC DIST - FIELD OPS	2
Locator, Elec Dist - Field OpS	O006	O3	OPERATIONS	ELECTRIC UTILITIES	ELECTRIC DIST - FIELD OPS	2
Manager, Active Modes	M023	M1	PLANNING	TRANSPORTATION PLANNING	ACTIVE MODES	1
Manager, Administration	M116	M1	ADMINISTRATION	ADMINISTRATION	ADMINISTRATION	4
Manager, Applications Software	M001	M1	TECHNOLOGY	APPLICATIONS SOFTWARE	APPLICATIONS SOFTWARE	3
Manager, Apps Software Dev	M002	M1	TECHNOLOGY	APPLICATIONS SOFTWARE	APPS SOFTWARE DEVELOPMENT	3
Manager, Benefits	M125	M1	HUMAN RESOURCES	BENEFITS	BENEFITS	4
Manager, Bldg & Dev Review	M034	M1	PLANNING	BUILDING & DEVELOPMENT REVIEW	BUILDING & DEVELOPMENT REVIEW	1
Manager, Broadband	M105	M1	OPERATIONS	BROADBAND	BROADBAND OPERATIONS	2
Manager, Broadband Operations	M143	M1	OPERATIONS	BROADBAND	BROADBAND OPERATIONS	2
Manager, Civil Engineering	M008	M1	SCIENCES & ENGINEERING	ENGINEERING	CIVIL ENGINEERING	3
Manager, Compliance	M115	M1	DEVELOPMENT & COMPLIANCE	COMPLIANCE	COMPLIANCE	1
Manager, Construction Inspect	M005	M1	DEVELOPMENT & COMPLIANCE	COMPLIANCE	CONSTRUCTION INSPECTION	1
Manager, Cultural Services	M016	M1	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Manager, Customer Support	M021	M1	CUSTOMER SERVICE	CUSTOMER SERVICE	CUSTOMER SUPPORT	4
Manager, Econ Sustainability	M033	M1	SUSTAINABILITY	ECONOMIC SUSTAINABILITY	ECONOMIC SUSTAINABILITY	1
Manager, Elec Distr Hi Voltage	M103	M1	OPERATIONS	ELECTRIC UTILITIES	ELECTRIC DIST - HIGH VOLTAGE	2
Manager, Env Sustainability	M100	M1	SUSTAINABILITY	ENVIRONMENTAL SUSTAINABILITY	ENVIRONMENTAL SUSTAINABILITY	1
Manager, Environ Planning	M032	M1	PLANNING	ENVIRONMENTAL PLANNING	ENVIRONMENTAL PLANNING	1
Manager, FP&A	M026	M1	FINANCE & ACCOUNTING	FINANCIAL PLANNING & ANALYSIS	FINANCIAL PLANNING & ANALYSIS	4
Manager, Forestry	M128	M1	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	FORESTRY	1
Manager, GIS	M004	M1	TECHNOLOGY	GIS	GIS	3
Manager, Graphic Design	M020	M1	MARKETING & CREATIVE SERVICES	MEDIA	GRAPHIC DESIGN	4
Manager, HR Business Partner	M144	M1	HUMAN RESOURCES	TALENT MANAGEMENT	EMPLOYEE RELATIONS	4
Manager, HR Operations	M102	M1	HUMAN RESOURCES	ADMINISTRATION	ADMINISTRATION	4
Manager, HRIS	M151	M1	HUMAN RESOURCES	HRIS	HRIS	4
Manager, Historic Preservation	M022	M1	PLANNING	CITY PLANNING	HISTORIC PRESERVATION	1
Manager, Marketing	M018	M1	MARKETING & CREATIVE SERVICES	MARKETING	MARKETING	4
Manager, Neighborhood Svcs	M153	M1	DEVELOPMENT & COMPLIANCE	NEIGHBORHOOD SERVICES	NEIGHBORHOOD SERVICES	1
Manager, Payroll	M029	M1	FINANCE & ACCOUNTING	ACCOUNTING	PAYROLL	4
Manager, Plant Operations	M012	M1	OPERATIONS	PLANT OPERATIONS	PLANT OPERATIONS	2
Manager, Project Management	M129	M1	ADMINISTRATION	PROJECT MANAGEMENT	PROJECT MANAGEMENT	4
Manager, Public Engagement	M017	M1	CUSTOMER SERVICE	COMMUNICATIONS	COMMUNICATIONS	4
Manager, Purchasing	M130	M1	FINANCE & ACCOUNTING	PURCHASING	PURCHASING	4
Manager, Real Estate	M027	M1	OPERATIONS	FACILITIES & FLEET	REAL ESTATE	2

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Manager, Recreation	M024	M1	CULTURE, PARKS & RECREATION	RECREATION	RECREATION	1
Manager, Rental Housing	M152	M1	DEVELOPMENT & COMPLIANCE	NEIGHBORHOOD SERVICES	NEIGHBORHOOD SERVICES	1
Manager, Sales	M138	M1	MARKETING & CREATIVE SERVICES	SALES	SALES	4
Manager, Sciences	M019	M1	SCIENCES & ENGINEERING	SCIENCES	SCIENCES	3
Manager, Service Delivery	M131	M1	TECHNOLOGY	CLIENT SERVICES	CLIENT SERVICES	3
Manager, Social Sustainability	M119	M1	SUSTAINABILITY	SOCIAL SUSTAINABILITY	SOCIAL SUSTAINABILITY	1
Manager, Stormwater MP&FA	M145	M1	SCIENCES & ENGINEERING	ENGINEERING	CIVIL ENGINEERING	3
Manager, Systems Admin	M009	M1	TECHNOLOGY	SYSTEMS	SYSTEMS ADMINISTRATION	3
Manager, Systems Engineering	M003	M1	TECHNOLOGY	SYSTEMS	SYSTEMS ENGINEERING	3
Manager, Talent Acquisition	M015	M1	HUMAN RESOURCES	TALENT MANAGEMENT	TALENT ACQUISITION	4
Manager, Talent Development	M030	M1	HUMAN RESOURCES	ADMINISTRATION	ADMINISTRATION	4
Manager, Technical Proj Mgmt	M106	M1	ADMINISTRATION	PROJECT MANAGEMENT	TECHNICAL PROJECT MANAGEMENT	4
Manager, Traffic Engineering	M007	M1	SCIENCES & ENGINEERING	ENGINEERING	TRAFFIC ENGINEERING	3
Manager, Traffic Ops	M156	M1	OPERATIONS	TRANSPORTATION	TRAFFIC OPERATIONS	2
Manager, Transportation Ops	M013	M1	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Manager, Transportation Plng	M112	M1	PLANNING	TRANSPORTATION PLANNING	TRANSPORTATION PLANNING	1
Manager, Video Production	M031	M1	MARKETING & CREATIVE SERVICES	MEDIA	VIDEO PRODUCTION	4
Manager, Water Field Ops	M006	M1	OPERATIONS	WATER UTILITIES	WATER FIELD OPERATIONS	2
Manager, Water Util Dev Review	M122	M1	SCIENCES & ENGINEERING	ENGINEERING	DEVELOPMENT REVIEW	3
Manager, Wellness	M014	M1	HUMAN RESOURCES	BENEFITS	WELLNESS	4
Master Electrician	O051	O6	OPERATIONS	FACILITIES & FLEET	ELECTRICIAN	2
Mechanical Engineer I	P011	P1	SCIENCES & ENGINEERING	ENGINEERING	MECHANICAL ENGINEERING	3
Mechanical Engineer II	P134	P2	SCIENCES & ENGINEERING	ENGINEERING	MECHANICAL ENGINEERING	3
Mechanical Engineer III	P075	P3	SCIENCES & ENGINEERING	ENGINEERING	MECHANICAL ENGINEERING	3
Mgr, Mediation & Res Justice	M154	M1	DEVELOPMENT & COMPLIANCE	NEIGHBORHOOD SERVICES	NEIGHBORHOOD SERVICES	1
Mgr, Network Ops & Info Sec	M150	M1	TECHNOLOGY	NETWORK	NETWORK ENGINEERING	3
Mgr, Principal City Planner	M146	M1	PLANNING	CITY PLANNING	CITY PLANNING	1
Municipal Court Administrator	M148	M1	LEGAL	JUDICIAL	ADMINISTRATION	4
Municipal Court Administrator	S019	S2	LEGAL	JUDICIAL	ADMINISTRATION	4
Natural Areas Trail Ranger	O058	O4	PROTECTIVE SERVICES	OPERATIONS	RESOURCE MANAGEMENT	5
Officer I, Transportation Ops	O013	O2	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Officer II, Enforcement	O026	O3	PROTECTIVE SERVICES	OPERATIONS	ENFORCEMENT	5
Officer III, Enforcement	O076	O4	PROTECTIVE SERVICES	OPERATIONS	ENFORCEMENT	5
Operator I, Transit	O011	O2	OPERATIONS	TRANSPORTATION	TRANSIT	2
Operator I, Transportation Ops	O009	O2	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Operator II, Broadband	O069	O3	OPERATIONS	BROADBAND	BROADBAND OPERATIONS	2
Operator II, Transit	O021	O3	OPERATIONS	TRANSPORTATION	TRANSIT	2
Operator II, Transportation Op	O022	O3	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Paralegal	A064	A6	LEGAL	LEGAL	LEGAL SUPPORT	4
Park Ranger	O037	O4	PROTECTIVE SERVICES	OPERATIONS	RESOURCE MANAGEMENT	5
Parking Enforcement Officer I	O010	O2	DEVELOPMENT & COMPLIANCE	COMPLIANCE	PARKING	1
Parking Enforcement Officer II	O066	O3	DEVELOPMENT & COMPLIANCE	COMPLIANCE	PARKING	1
Partner, Human Resources	P062	P2	HUMAN RESOURCES	TALENT MANAGEMENT	HUMAN RESOURCES	4
Planner, City	P052	P2	PLANNING	CITY PLANNING	CITY PLANNING	1
Planner, Environmental	P048	P2	PLANNING	ENVIRONMENTAL PLANNING	ENVIRONMENTAL PLANNING	1
Planner, Transit	P046	P2	PLANNING	TRANSPORTATION PLANNING	TRANSIT PLANNING	1
Planner, Transit Service	P187	P1	PLANNING	TRANSPORTATION PLANNING	TRANSIT PLANNING	1
Planner, Transportation	P113	P2	PLANNING	TRANSPORTATION PLANNING	TRANSPORTATION PLANNING	1
Plans Examiner	A073	A6	DEVELOPMENT & COMPLIANCE	BUILDING & DEVELOPMENT REVIEW	BUILDING & DEVELOPMENT REVIEW	1
Police Assistant Chief	M090	M3	PROTECTIVE SERVICES	POLICE ADMINISTRATION	POLICE ADMINISTRATION	5
Police Psychologist	P103	P4	PROTECTIVE SERVICES	INVESTIGATION	OUTREACH	5
Probation Officer	A087	A5	LEGAL	JUDICIAL	CUSTOMER SERVICE	4
Process Engineer I	P139	P1	SCIENCES & ENGINEERING	ENGINEERING	PROCESS ENGINEERING	3
Program Manager, Volunteer Svc	P186	P3	HUMAN RESOURCES	OUTREACH	PUBLIC ENGAGEMENT	4

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Project Analyst	P026	P1	ADMINISTRATION	PROJECT MANAGEMENT	PROJECT MANAGEMENT	4
Project Coordinator	A083	A5	ADMINISTRATION	PROJECT MANAGEMENT	PROJECT MANAGEMENT	4
Project Manager	P041	P2	ADMINISTRATION	PROJECT MANAGEMENT	PROJECT MANAGEMENT	4
Project Manager, Construction	P190	P2	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Reliability Engr II, Utilities	P152	P2	SCIENCES & ENGINEERING	ENGINEERING	RELIABILITY ENGINEERING	3
Reliability Engr III, Utilities	P130	P3	SCIENCES & ENGINEERING	ENGINEERING	RELIABILITY ENGINEERING	3
Rep I, Cultural Svcs	A107	A2	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Rep I, Customer Support	A003	A2	CUSTOMER SERVICE	CUSTOMER SERVICE	CUSTOMER SUPPORT	4
Rep II, Customer Support	A006	A3	CUSTOMER SERVICE	CUSTOMER SERVICE	CUSTOMER SUPPORT	4
Rep II, Police Records	A011	A3	PROTECTIVE SERVICES	PROCESSING SUPPORT	INFORMATION SERVICES	5
Spec, Historic Preservation	P180	P1	PLANNING	CITY PLANNING	HISTORIC PRESERVATION	1
Spec, Regulatory Licensing	P174	P1	ADMINISTRATION	MUNICIPAL ADMINISTRATION	CITY CLERK	4
Specialist, Active Modes	P013	P1	PLANNING	TRANSPORTATION PLANNING	ACTIVE MODES	1
Specialist, Active Modes Data	P189	P1	PLANNING	TRANSPORTATION PLANNING	ACTIVE MODES	1
Specialist, City Planning	P121	P1	PLANNING	CITY PLANNING	CITY PLANNING	1
Specialist, Communications	P021	P1	MARKETING & CREATIVE SERVICES	COMMUNICATIONS	COMMUNICATIONS	4
Specialist, Compliance	P127	P1	DEVELOPMENT & COMPLIANCE	COMPLIANCE	COMPLIANCE	1
Specialist, Customer Support	P034	P1	CUSTOMER SERVICE	CUSTOMER SERVICE	CUSTOMER SUPPORT	4
Specialist, DOT	P157	P1	HUMAN RESOURCES	SAFETY & RISK MANAGEMENT	SAFETY	4
Specialist, Econ Sustainability	P119	P1	SUSTAINABILITY	ECONOMIC SUSTAINABILITY	ECONOMIC SUSTAINABILITY	1
Specialist, Env Sustainability	P120	P1	SUSTAINABILITY	ENVIRONMENTAL SUSTAINABILITY	ENVIRONMENTAL SUSTAINABILITY	1
Specialist, Facilities	P007	P1	OPERATIONS	FACILITIES & FLEET	FACILITIES	2
Specialist, Natural Areas	P140	P1	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	NATURAL AREAS	1
Specialist, Neighborhood Svcs	P184	P1	DEVELOPMENT & COMPLIANCE	NEIGHBORHOOD SERVICES	NEIGHBORHOOD SERVICES	1
Specialist, Public Engagement	P015	P1	CUSTOMER SERVICE	OUTREACH	PUBLIC ENGAGEMENT	4
Specialist, Recruiting	P175	P1	HUMAN RESOURCES	TALENT MANAGEMENT	TALENT ACQUISITION	4
Specialist, Regulatory Svcs	P163	P1	SCIENCES & ENGINEERING	SCIENCES	SCIENCES	3
Specialist, Risk Claims	P188	P1	FINANCE & ACCOUNTING	RISK MANAGEMENT	RISK MANAGEMENT	4
Specialist, Safety	P111	P1	HUMAN RESOURCES	SAFETY & RISK MANAGEMENT	SAFETY	4
Specialist, Sales	P116	P1	MARKETING & CREATIVE SERVICES	SALES	SALES	4
Specialist, Sciences	P010	P1	SCIENCES & ENGINEERING	SCIENCES	SCIENCES	3
Specialist, Security	P181	P1	ADMINISTRATION	SAFETY & RISK MANAGEMENT	SECURITY	4
Specialist, Soc Sustainability	P168	P1	SUSTAINABILITY	SOCIAL SUSTAINABILITY	SOCIAL SUSTAINABILITY	1
Specialist, Social Sustain	P019	P1	SUSTAINABILITY	SOCIAL SUSTAINABILITY	SOCIAL SUSTAINABILITY	1
Specialist, Talent Acquisition	P117	P1	HUMAN RESOURCES	TALENT MANAGEMENT	TALENT ACQUISITION	4
Specialist, Talent Development	P017	P1	HUMAN RESOURCES	TALENT MANAGEMENT	TALENT DEVELOPMENT	4
Specialist, Travel Demand Mgmt	P178	P2	PLANNING	TRANSPORTATION PLANNING	TRANSPORTATION PLANNING	1
Specialist, Wellness	P018	P1	HUMAN RESOURCES	BENEFITS	WELLNESS	4
Specialist, Sales Tax & Revenue	P149	P1	FINANCE & ACCOUNTING	REVENUE	SALES TAX AUDIT & REVENUE	4
Sr Accountant	P083	P3	FINANCE & ACCOUNTING	ACCOUNTING	ACCOUNTING	4
Sr Administrator, Database	P069	P3	TECHNOLOGY	DATABASE	DATABASE	3
Sr Administrator, Systems	P067	P3	TECHNOLOGY	SYSTEMS	SYSTEMS ADMINISTRATION	3
Sr Adminstrtr, SCADA PLC Prgr	P148	P3	TECHNOLOGY	SYSTEMS	SYSTEMS ADMINISTRATION	3
Sr Analyst, Administration	P129	P3	ADMINISTRATION	ADMINISTRATION	ADMINISTRATION	4
Sr Analyst, Apps Software	P066	P3	TECHNOLOGY	APPLICATIONS SOFTWARE	APPLICATIONS SOFTWARE	3
Sr Analyst, Apps Software Dev	P070	P3	TECHNOLOGY	APPLICATIONS SOFTWARE	APPS SOFTWARE DEVELOPMENT	3
Sr Analyst, Budget	P080	P3	FINANCE & ACCOUNTING	BUDGET	BUDGET	4
Sr Analyst, Business	P131	P3	FINANCE & ACCOUNTING	FINANCIAL PLANNING & ANALYSIS	BUSINESS ANALYSIS	4
Sr Analyst, Compensation	P082	P3	HUMAN RESOURCES	COMPENSATION	COMPENSATION	4
Sr Analyst, Data	P164	P3	TECHNOLOGY	DATA SCIENCE	DATA ANALYSIS	3
Sr Analyst, Finance	P094	P3	FINANCE & ACCOUNTING	FINANCIAL PLANNING & ANALYSIS	FINANCIAL PLANNING & ANALYSIS	4
Sr Analyst, GIS	P126	P3	TECHNOLOGY	GIS	GIS	3
Sr Analyst, Grants Admin	P162	P3	FINANCE & ACCOUNTING	FINANCIAL PLANNING & ANALYSIS	FINANCIAL PLANNING & ANALYSIS	4
Sr Analyst, HRIS	P096	P3	HUMAN RESOURCES	HRIS	HRIS	4

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Sr Analyst, IT Security	P114	P3	TECHNOLOGY	INFORMATION SECURITY	INFORMATION SECURITY	3
Sr Analyst, Systems	P071	P3	TECHNOLOGY	SYSTEMS	SYSTEMS ADMINISTRATION	3
Sr Analyst, Treasury	P090	P3	FINANCE & ACCOUNTING	TREASURY / INVESTMENT	TREASURY / INVESTMENT	4
Sr Architect, Landscape	P074	P3	PLANNING	PARK PLANNING	LANDSCAPE	1
Sr Buyer	P089	P3	FINANCE & ACCOUNTING	PURCHASING	PURCHASING	4
Sr Coord, Sales Tax & Revenue	A056	A5	FINANCE & ACCOUNTING	REVENUE	SALES TAX AUDIT & REVENUE	4
Sr Coord, Onboarding & Training	A104	A5	HUMAN RESOURCES	TALENT MANAGEMENT	TALENT ACQUISITION	4
Sr Coordinator, AP	A039	A5	FINANCE & ACCOUNTING	ACCOUNTING	ACCOUNTS PAYABLE	4
Sr Coordinator, Accounting	A088	A5	FINANCE & ACCOUNTING	ACCOUNTING	ACCOUNTING	4
Sr Coordinator, Active Modes	A076	A5	PLANNING	TRANSPORTATION PLANNING	ACTIVE MODES	1
Sr Coordinator, Benefits-Inact	A082	A5	HUMAN RESOURCES	BENEFITS	BENEFITS	4
Sr Coordinator, Camera Radar	A101	A5	PROTECTIVE SERVICES	PROCESSING SUPPORT	TECHNICAL	5
Sr Coordinator, Communications	A037	A5	MARKETING & CREATIVE SERVICES	COMMUNICATIONS	COMMUNICATIONS	4
Sr Coordinator, Creative Svcs	A095	A5	MARKETING & CREATIVE SERVICES	MEDIA	GRAPHIC DESIGN	4
Sr Coordinator, Cultural Svcs	A049	A5	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Sr Coordinator, Forestry	A048	A5	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	FORESTRY	1
Sr Coordinator, HRIS	A044	A5	HUMAN RESOURCES	HRIS	HRIS	4
Sr Coordinator, Marketing	A055	A5	MARKETING & CREATIVE SERVICES	MARKETING	MARKETING	4
Sr Coordinator, Payroll	A042	A5	FINANCE & ACCOUNTING	ACCOUNTING	PAYROLL	4
Sr Coordinator, Public Engage	A041	A5	CUSTOMER SERVICE	OUTREACH	PUBLIC ENGAGEMENT	4
Sr Coordinator, Recreation	A054	A5	CULTURE, PARKS & RECREATION	RECREATION	RECREATION	1
Sr Coordinator, Rental Housing	A109	A5	DEVELOPMENT & COMPLIANCE	COMPLIANCE	RENTAL HOUSING	1
Sr Coordinator, Risk Mgmt	A038	A5	FINANCE & ACCOUNTING	RISK MANAGEMENT	RISK MANAGEMENT	4
Sr Coordinator, Safety	A052	A5	HUMAN RESOURCES	SAFETY & RISK MANAGEMENT	SAFETY	4
Sr Engineer, Network	P068	P3	TECHNOLOGY	NETWORK	NETWORK ENGINEERING	3
Sr Engineer, Systems	P064	P3	TECHNOLOGY	SYSTEMS	SYSTEMS ENGINEERING	3
Sr Engineer, Video Prod	P156	P3	MARKETING & CREATIVE SERVICES	SYSTEMS	VIDEO PRODUCTION	3
Sr Facilities Project Manager	P073	P3	ADMINISTRATION	PROJECT MANAGEMENT	FACILITIES PROJECT MANAGEMENT	4
Sr Inspector, Compliance	O056	O5	DEVELOPMENT & COMPLIANCE	COMPLIANCE	COMPLIANCE	1
Sr Inspector, Construction	O045	O5	DEVELOPMENT & COMPLIANCE	COMPLIANCE	CONSTRUCTION INSPECTION	1
Sr Inspector, Forestry Zoning	O079	O5	DEVELOPMENT & COMPLIANCE	COMPLIANCE	CODE COMPLIANCE	1
Sr Inspector, Nat Res Zoning	O094	O5	DEVELOPMENT & COMPLIANCE	COMPLIANCE	ZONING	1
Sr Inspector, Stormwater	O090	O6	DEVELOPMENT & COMPLIANCE	COMPLIANCE	CONSTRUCTION INSPECTION	1
Sr Inspector, Zoning	O048	O5	DEVELOPMENT & COMPLIANCE	COMPLIANCE	ZONING	1
Sr Key Accounts Rep	P171	P3	CUSTOMER SERVICE	OUTREACH	PUBLIC ENGAGEMENT	4
Sr Legal Assistant	A026	A4	LEGAL	LEGAL	LEGAL SUPPORT	4
Sr Locator, Elec Dist Field Op	O093	O5	OPERATIONS	ELECTRIC UTILITIES	ELECTRIC DIST - FIELD OPS	2
Sr Locator, Elec Dist Field Op	O012	O4	OPERATIONS	ELECTRIC UTILITIES	ELECTRIC DIST - FIELD OPS	2
Sr Manager, Accounting	M052	M2	FINANCE & ACCOUNTING	ACCOUNTING	ACCOUNTING	4
Sr Manager, Apps Software	M038	M2	TECHNOLOGY	APPLICATIONS SOFTWARE	APPLICATIONS SOFTWARE	3
Sr Manager, Broadband	M155	M2	OPERATIONS	BROADBAND	BROADBAND OPERATIONS	2
Sr Manager, City Planning	M126	M2	PLANNING	CITY PLANNING	CITY PLANNING	1
Sr Manager, Civil Engineering	M043	M2	SCIENCES & ENGINEERING	ENGINEERING	CIVIL ENGINEERING	3
Sr Manager, Creative Services	M132	M2	MARKETING & CREATIVE SERVICES	MEDIA	GRAPHIC DESIGN	4
Sr Manager, Cultural Services	M054	M2	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Sr Manager, Cultural Services	M050	M2	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Sr Manager, Customer Support	M051	M2	CUSTOMER SERVICE	CUSTOMER SERVICE	CUSTOMER SUPPORT	4
Sr Manager, Econ Sustainability	M110	M2	SUSTAINABILITY	ECONOMIC SUSTAINABILITY	ECONOMIC SUSTAINABILITY	1
Sr Manager, Elec Dist Ctrl Cen	M158	M2	OPERATIONS	ELECTRIC UTILITIES	ELECTRIC DIST - LOW VOLTAGE	2
Sr Manager, Elec Engr	M060	M2	SCIENCES & ENGINEERING	ENGINEERING	ELECTRICAL ENGINEERING	3
Sr Manager, Env Sustain	M056	M2	SUSTAINABILITY	ENVIRONMENTAL SUSTAINABILITY	ENVIRONMENTAL SUSTAINABILITY	1
Sr Manager, Facilities & Fleet	M044	M2	OPERATIONS	FACILITIES & FLEET	FACILITIES & FLEET	2
Sr Manager, Forestry	M035	M2	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	FORESTRY	1
Sr Manager, Grid Technologies	M157	M2	SCIENCES & ENGINEERING	ENGINEERING	ELECTRICAL ENGINEERING	3



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Sr Manager, HRIS	M124	M2	HUMAN RESOURCES	HRIS	HRIS	4
Sr Manager, Horticulture	M142	M2	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Sr Manager, Information Svcs	M062	M2	PROTECTIVE SERVICES	PROCESSING SUPPORT	INFORMATION SERVICES	5
Sr Manager, Mechanical Engr	M045	M2	SCIENCES & ENGINEERING	ENGINEERING	MECHANICAL ENGINEERING	3
Sr Manager, Neighborhood Svcs	M058	M2	DEVELOPMENT & COMPLIANCE	NEIGHBORHOOD SERVICES	NEIGHBORHOOD SERVICES	1
Sr Manager, Network Engineering	M104	M2	TECHNOLOGY	NETWORK	NETWORK ENGINEERING	3
Sr Manager, Parks	M057	M2	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	PARKS	1
Sr Manager, Public Engagement	M133	M2	CUSTOMER SERVICE	OUTREACH	PUBLIC ENGAGEMENT	4
Sr Manager, Recreation	M134	M2	CULTURE, PARKS & RECREATION	RECREATION	RECREATION	1
Sr Manager, Sciences	M046	M2	SCIENCES & ENGINEERING	SCIENCES	SCIENCES	3
Sr Manager, Social Sustainblty	M118	M2	SUSTAINABILITY	SOCIAL SUSTAINABILITY	SOCIAL SUSTAINABILITY	1
Sr Manager, Technology	M039	M2	TECHNOLOGY	TECHNOLOGY	TECHNOLOGY	3
Sr Manager, Traffic Engr	M041	M2	SCIENCES & ENGINEERING	ENGINEERING	TRAFFIC ENGINEERING	3
Sr Manager, Transit	M049	M2	OPERATIONS	TRANSPORTATION	TRANSIT	2
Sr Manager, Transportation Ops	M137	M2	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Sr Manager, Transportation Pln	M037	M2	PLANNING	TRANSPORTATION PLANNING	TRANSPORTATION PLANNING	1
Sr Manager, Water Engineering	M047	M2	SCIENCES & ENGINEERING	ENGINEERING	WATER ENGINEERING	3
Sr Manager, Sales Tax & Revenue	M036	M2	FINANCE & ACCOUNTING	REVENUE	SALES TAX AUDIT & REVENUE	4
Sr Mgr, Elec Dist-High Voltage	M160	M2	OPERATIONS	ELECTRIC UTILITIES	ELECTRIC DIST - HIGH VOLTAGE	2
Sr Mgr, Park Planning & Dev	M149	M2	PLANNING	PARK PLANNING	LANDSCAPE	1
Sr Mgr, Safety & Risk Mgmt	M117	M2	HUMAN RESOURCES	SAFETY & RISK MANAGEMENT	SAFETY	4
Sr Operator, Transport Ops	O081	O4	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Sr Partner, Human Resources	P142	P3	HUMAN RESOURCES	TALENT MANAGEMENT	HUMAN RESOURCES	4
Sr Planner, City	P098	P3	PLANNING	CITY PLANNING	CITY PLANNING	1
Sr Planner, Environmental	P086	P3	PLANNING	ENVIRONMENTAL PLANNING	ENVIRONMENTAL PLANNING	1
Sr Planner, Trails	P137	P3	PLANNING	PARK PLANNING	LANDSCAPE	1
Sr Planner, Transportation	P087	P3	PLANNING	TRANSPORTATION PLANNING	TRANSPORTATION PLANNING	1
Sr Project Manager	P095	P3	ADMINISTRATION	PROJECT MANAGEMENT	PROJECT MANAGEMENT	4
Sr Project Manager, Talent Mgmt	P166	P3	HUMAN RESOURCES	TALENT MANAGEMENT	HUMAN RESOURCES	4
Sr Rep, Cultural Svcs	A025	A4	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Sr Spc, Neighborhood Svcs	P044	P2	DEVELOPMENT & COMPLIANCE	NEIGHBORHOOD SERVICES	NEIGHBORHOOD SERVICES	1
Sr Spc, Process Improvement	P053	P2	ADMINISTRATION	PROJECT MANAGEMENT	PROCESS IMPROVEMENT	4
Sr Spec, Talent Development	P161	P2	HUMAN RESOURCES	TALENT MANAGEMENT	TALENT DEVELOPMENT	4
Sr Specialist, Communications	P058	P2	MARKETING & CREATIVE SERVICES	COMMUNICATIONS	COMMUNICATIONS	4
Sr Specialist, Compliance	P146	P2	DEVELOPMENT & COMPLIANCE	COMPLIANCE	COMPLIANCE	1
Sr Specialist, Cultural Svcs	P153	P2	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Sr Specialist, Cust Support	P027	P2	CUSTOMER SERVICE	CUSTOMER SERVICE	CUSTOMER SUPPORT	4
Sr Specialist, DAR Program Mgr	P167	P3	PLANNING	TRANSPORTATION PLANNING	TRANSIT PLANNING	1
Sr Specialist, Digital Incls	P203	P2	CUSTOMER SERVICE	OUTREACH	PUBLIC ENGAGEMENT	4
Sr Specialist, Econ Sustain	P056	P2	SUSTAINABILITY	ECONOMIC SUSTAINABILITY	ECONOMIC SUSTAINABILITY	1
Sr Specialist, Env Compliance	P125	P2	SUSTAINABILITY	COMPLIANCE	COMPLIANCE	1
Sr Specialist, Enviro Sustain	P061	P2	SUSTAINABILITY	ENVIRONMENTAL SUSTAINABILITY	ENVIRONMENTAL SUSTAINABILITY	1
Sr Specialist, Equity	P144	P2	SUSTAINABILITY	SOCIAL SUSTAINABILITY	EQUITY, DIVERSITY & INCLUSION	1
Sr Specialist, Floodplain Mgmt	P169	P2	SCIENCES & ENGINEERING	SCIENCES	SCIENCES	3
Sr Specialist, Forestry	P151	P2	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	FORESTRY	1
Sr Specialist, OEM	P128	P2	ADMINISTRATION	PROJECT MANAGEMENT	EMERGENCY MANAGEMENT	4
Sr Specialist, Outreach	P107	P2	PROTECTIVE SERVICES	INVESTIGATION	OUTREACH	5
Sr Specialist, Parks	P033	P2	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	PARKS	1
Sr Specialist, Public Engage	P054	P2	CUSTOMER SERVICE	OUTREACH	PUBLIC ENGAGEMENT	4
Sr Specialist, Real Estate	P055	P2	OPERATIONS	FACILITIES & FLEET	REAL ESTATE	2
Sr Specialist, Recreation	P045	P2	CULTURE, PARKS & RECREATION	RECREATION	RECREATION	1
Sr Specialist, Recruiter	P172	P2	HUMAN RESOURCES	TALENT MANAGEMENT	TALENT DEVELOPMENT	4
Sr Specialist, Safety	P192	P2	HUMAN RESOURCES	SAFETY & RISK MANAGEMENT	SAFETY	4
Sr Specialist, Sciences	P035	P2	SCIENCES & ENGINEERING	SCIENCES	SCIENCES	3

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Sr Specialist, Security	P182	P2	ADMINISTRATION	SAFETY & RISK MANAGEMENT	SECURITY	4
Sr Specialist, Social Sustain	P132	P2	SUSTAINABILITY	SOCIAL SUSTAINABILITY	SOCIAL SUSTAINABILITY	1
Sr Specialist, Workers Comp	P147	P2	ADMINISTRATION	SAFETY & RISK MANAGEMENT	WORKERS COMPENSATION	4
Sr Supervisor, AR / Billing	S045	S2	FINANCE & ACCOUNTING	ACCOUNTING	ACCOUNTS RECEIVABLE / BILLING	4
Sr Supervisor, Apps Software	S078	S2	TECHNOLOGY	APPLICATIONS SOFTWARE	APPLICATIONS SOFTWARE	3
Sr Supervisor, Code Compliance	S075	S2	DEVELOPMENT & COMPLIANCE	COMPLIANCE	CODE COMPLIANCE	1
Sr Supervisor, Cultural Svcs	S037	S2	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Sr Supervisor, Cust Support	S018	S2	CUSTOMER SERVICE	CUSTOMER SERVICE	CUSTOMER SUPPORT	4
Sr Supervisor, Electric Dist	S034	S2	OPERATIONS	ELECTRIC UTILITIES	ELECTRIC DIST - LOW VOLTAGE	2
Sr Supervisor, Enforcement	S070	S2	PROTECTIVE SERVICES	OPERATIONS	ENFORCEMENT	5
Sr Supervisor, Facilities	S026	S2	OPERATIONS	FACILITIES & FLEET	FACILITIES	2
Sr Supervisor, Fleet	S024	S2	OPERATIONS	FACILITIES & FLEET	FLEET	2
Sr Supervisor, Forestry	S025	S2	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	FORESTRY	1
Sr Supervisor, HRIS	S041	S2	HUMAN RESOURCES	HRIS	HRIS	4
Sr Supervisor, Information Svc	S047	S2	PROTECTIVE SERVICES	PROCESSING SUPPORT	INFORMATION SERVICES	5
Sr Supervisor, Land Surveying	S068	S2	SCIENCES & ENGINEERING	ENGINEERING	SURVEYING	3
Sr Supervisor, Maintenance	S032	S2	OPERATIONS	PLANT OPERATIONS	MAINTENANCE	2
Sr Supervisor, Marketing	S038	S2	MARKETING & CREATIVE SERVICES	MARKETING	MARKETING	4
Sr Supervisor, Mechanical Engr	S022	S2	SCIENCES & ENGINEERING	ENGINEERING	MECHANICAL ENGINEERING	3
Sr Supervisor, Natural Areas	S058	S2	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	NATURAL AREAS	1
Sr Supervisor, Neighborhood Svc	S055	S2	DEVELOPMENT & COMPLIANCE	NEIGHBORHOOD SERVICES	NEIGHBORHOOD SERVICES	1
Sr Supervisor, Netwk Engineer	S065	S2	TECHNOLOGY	NETWORK	NETWORK ENGINEERING	3
Sr Supervisor, Outreach	S079	S2	PROTECTIVE SERVICES	INVESTIGATION	OUTREACH	5
Sr Supervisor, Parks	S031	S2	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	PARKS	1
Sr Supervisor, Plant Ops	S023	S2	OPERATIONS	PLANT OPERATIONS	PLANT OPERATIONS	2
Sr Supervisor, Plant Ops	S030	S2	OPERATIONS	PLANT OPERATIONS	PLANT OPERATIONS	2
Sr Supervisor, Process Support	S048	S2	PROTECTIVE SERVICES	PROCESSING SUPPORT	TECHNICAL	5
Sr Supervisor, Project Mgmt	S043	S2	ADMINISTRATION	PROJECT MANAGEMENT	PROJECT MANAGEMENT	4
Sr Supervisor, Public Engage	S039	S2	CUSTOMER SERVICE	OUTREACH	PUBLIC ENGAGEMENT	4
Sr Supervisor, Recreation	S044	S2	CULTURE, PARKS & RECREATION	RECREATION	RECREATION	1
Sr Supervisor, Safety&Security	S077	S2	PROTECTIVE SERVICES	OPERATIONS	ENFORCEMENT	5
Sr Supervisor, Sciences	S020	S2	SCIENCES & ENGINEERING	SCIENCES	SCIENCES	3
Sr Supervisor, Transit	S042	S2	OPERATIONS	TRANSPORTATION	TRANSIT	2
Sr Supervisor, Transportn Ops	S060	S2	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Sr Supervisor, Video Productn	S066	S2	MARKETING & CREATIVE SERVICES	MEDIA	VIDEO PRODUCTION	4
Sr Tech, Floodplain Admin	A099	A5	SCIENCES & ENGINEERING	SCIENCES	SCIENCES	3
Sr Tech, Police Records	A092	A5	PROTECTIVE SERVICES	PROCESSING SUPPORT	INFORMATION SERVICES	5
Sr Tech, Police Technology	A063	A5	PROTECTIVE SERVICES	PROCESSING SUPPORT	POLICE TECHNOLOGY	5
Sr Tech, Processing Support	A091	A5	PROTECTIVE SERVICES	PROCESSING SUPPORT	TECHNICAL	5
Sr Tech, Signal Construction	O084	O5	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Sr Tech, Transportation Ops	O046	O5	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Sr Technical Project Manager	P076	P3	ADMINISTRATION	PROJECT MANAGEMENT	TECHNICAL PROJECT MANAGEMENT	4
Sr Technician, Broadband Ops	O088	O5	TECHNOLOGY	FIBER	FIBER	3
Sr Technician, Client Services	A047	A5	TECHNOLOGY	CLIENT SERVICES	CLIENT SERVICES	3
Sr Technician, Facilities	O049	O5	OPERATIONS	FACILITIES & FLEET	FACILITIES	2
Sr Technician, Fiber	O089	O5	TECHNOLOGY	FIBER	FIBER	3
Sr Technician, Fiber	O057	O5	TECHNOLOGY	FIBER	FIBER	3
Sr Technician, Graphic Design	A100	A5	MARKETING & CREATIVE SERVICES	MEDIA	GRAPHIC DESIGN	4
Sr Technician, Maintenance	O050	O5	OPERATIONS	PLANT OPERATIONS	MAINTENANCE	2
Sr Technician, Network Engr	A080	A5	TECHNOLOGY	NETWORK	NETWORK ENGINEERING	3
Sr Technician, Police Admin	A081	A5	PROTECTIVE SERVICES	POLICE ADMINISTRATION	POLICE ADMINISTRATION	5
Sr Technician, Sciences	A110	A5	SCIENCES & ENGINEERING	SCIENCES	SCIENCES	3
Sr Technician, Traffic Engr	O055	O5	SCIENCES & ENGINEERING	ENGINEERING	TRAFFIC ENGINEERING	3
Sr Technician, Traffic Signals	O086	O5	SCIENCES & ENGINEERING	ENGINEERING	TRAFFIC ENGINEERING	3

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Sr Technician, Video Prod	A084	A5	MARKETING & CREATIVE SERVICES	MEDIA	VIDEO PRODUCTION	4
Sr Technician, Water Field Ops	O053	O5	OPERATIONS	WATER UTILITIES	WATER FIELD OPERATIONS	2
Supervisor I, Sign Shop	S072	S1	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Supervisor, Accounts Payable	S067	S1	FINANCE & ACCOUNTING	ACCOUNTING	ACCOUNTS PAYABLE	4
Supervisor, Administration	S003	S1	ADMINISTRATION	ADMINISTRATION	ADMINISTRATION	4
Supervisor, Bldg & Dev Rev	S057	S1	DEVELOPMENT & COMPLIANCE	BUILDING & DEVELOPMENT REVIEW	BUILDING & DEVELOPMENT REVIEW	1
Supervisor, Client Services	S004	S1	TECHNOLOGY	CLIENT SERVICES	CLIENT SERVICES	3
Supervisor, Cultural Services	S062	S1	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Supervisor, Customer Support	S001	S1	CUSTOMER SERVICE	CUSTOMER SERVICE	CUSTOMER SUPPORT	4
Supervisor, Energy Services	S028	S1	OPERATIONS	FACILITIES & FLEET	ENERGY SERVICES	2
Supervisor, Enforcement	S009	S1	PROTECTIVE SERVICES	OPERATIONS	ENFORCEMENT	5
Supervisor, Facilities	S008	S1	OPERATIONS	FACILITIES & FLEET	FACILITIES	2
Supervisor, Fiber	S063	S1	TECHNOLOGY	FIBER	FIBER	3
Supervisor, Fleet	S021	S1	OPERATIONS	FACILITIES & FLEET	FLEET	2
Supervisor, Land Surveying	S005	S1	SCIENCES & ENGINEERING	ENGINEERING	CIVIL ENGINEERING	3
Supervisor, Legal Support	S069	S1	LEGAL	LEGAL	LEGAL SUPPORT	4
Supervisor, NA Enforcement	S076	S1	PROTECTIVE SERVICES	OPERATIONS	ENFORCEMENT	5
Supervisor, Network Engr	S061	S1	TECHNOLOGY	NETWORK	NETWORK ENGINEERING	3
Supervisor, Plans Examiner	S064	S1	DEVELOPMENT & COMPLIANCE	BUILDING & DEVELOPMENT REVIEW	BUILDING & DEVELOPMENT REVIEW	1
Supervisor, Plant Operations	S014	S1	OPERATIONS	PLANT OPERATIONS	PLANT OPERATIONS	2
Supervisor, Plant Operations	S054	S1	OPERATIONS	PLANT OPERATIONS	PLANT OPERATIONS	2
Supervisor, Traffic Markings	S071	S1	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Supervisor, Traffic Signals	S073	S1	SCIENCES & ENGINEERING	ENGINEERING	TRAFFIC ENGINEERING	3
Supervisor, Transit	S007	S1	OPERATIONS	TRANSPORTATION	TRANSIT	2
Tech I, Material Handling	O070	O3	OPERATIONS	FACILITIES & FLEET	MATERIAL HANDLING	2
Tech II, Investigative Support	A094	A4	PROTECTIVE SERVICES	INVESTIGATION	INVESTIGATION	5
Tech II, Police Technology	A089	A4	PROTECTIVE SERVICES	PROCESSING SUPPORT	POLICE TECHNOLOGY	5
Tech II, Processing Support	A033	A4	PROTECTIVE SERVICES	PROCESSING SUPPORT	TECHNICAL	5
Tech II, Transportation Ops	O031	O4	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Technical Project Manager	P036	P2	ADMINISTRATION	PROJECT MANAGEMENT	TECHNICAL PROJECT MANAGEMENT	4
Technical Svcs Mgr, Police Svc	P176	P3	ADMINISTRATION	PROCESSING SUPPORT	INFORMATION SERVICES	5
Technician I, Bldg Dev Review	A010	A3	DEVELOPMENT & COMPLIANCE	BUILDING & DEVELOPMENT REVIEW	BUILDING & DEVELOPMENT REVIEW	1
Technician I, CCT Ops	O071	O3	OPERATIONS	CUSTOMER CONNECTIONS	CUSTOMER CARE & TECH OPS	2
Technician I, Civil Engr	O014	O3	SCIENCES & ENGINEERING	ENGINEERING	CIVIL ENGINEERING	3
Technician I, Customer Support	O016	O3	CUSTOMER SERVICE	CUSTOMER SERVICE	CUSTOMER SUPPORT	4
Technician I, Facilities	O020	O3	OPERATIONS	FACILITIES & FLEET	FACILITIES	2
Technician I, Fiber	O062	O3	OPERATIONS	FIBER	FIBER	2
Technician I, Fleet	O017	O3	OPERATIONS	FACILITIES & FLEET	FLEET	2
Technician I, Forestry	O018	O3	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	FORESTRY	1
Technician I, Horticulture	O075	O3	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	PARKS	1
Technician I, Natural Areas	O060	O3	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	NATURAL AREAS	1
Technician I, Parks	O024	O3	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	PARKS	1
Technician I, Police Admin	A012	A3	PROTECTIVE SERVICES	POLICE ADMINISTRATION	POLICE ADMINISTRATION	5
Technician I, Traffic Control	O068	O3	OPERATIONS	TRANSPORTATION	TRAFFIC CONTROL	2
Technician I, Water Field Util	O027	O3	OPERATIONS	WATER UTILITIES	WATER FIELD OPERATIONS	2
Technician II, Client Services	A019	A4	TECHNOLOGY	CLIENT SERVICES	CLIENT SERVICES	3
Technician II, Energy Services	O040	O4	OPERATIONS	FACILITIES & FLEET	ENERGY SERVICES	2
Technician II, Facilities	O032	O4	OPERATIONS	FACILITIES & FLEET	FACILITIES	2
Technician II, Fiber	O061	O4	TECHNOLOGY	FIBER	FIBER	3
Technician II, Fleet	O054	O4	OPERATIONS	FACILITIES & FLEET	FLEET	2
Technician II, Forestry	O033	O4	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	FORESTRY	1
Technician II, GIS	A027	A4	TECHNOLOGY	GIS	GIS	3
Technician II, Graphic Design	A085	A4	MARKETING & CREATIVE SERVICES	MEDIA	GRAPHIC DESIGN	4
Technician II, Land Surveying	O028	O4	SCIENCES & ENGINEERING	ENGINEERING	CIVIL ENGINEERING	3

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Technician II, Maintenance	O041	O4	OPERATIONS	PLANT OPERATIONS	MAINTENANCE	2
Technician II, Natural Areas	O034	O4	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	NATURAL AREAS	1
Technician II, Network Engr	A079	A4	TECHNOLOGY	NETWORK	NETWORK ENGINEERING	3
Technician II, Police Records	A035	A4	PROTECTIVE SERVICES	PROCESSING SUPPORT	INFORMATION SERVICES	5
Technician II, Sciences	A078	A4	SCIENCES & ENGINEERING	SCIENCES	SCIENCES	3
Technician II, Traffic Control	O074	O4	OPERATIONS	TRANSPORTATION	TRAFFIC CONTROL	2
Technician II, Traffic Engr	O030	O4	SCIENCES & ENGINEERING	ENGINEERING	TRAFFIC ENGINEERING	3
Technician II, Traffic Ops	O091	O4	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Technician II, Traffic Signals	O085	O4	SCIENCES & ENGINEERING	ENGINEERING	TRAFFIC ENGINEERING	3
Technician II, Video Prod	A029	A4	MARKETING & CREATIVE SERVICES	MEDIA	VIDEO PRODUCTION	4
Technician II, Water Engr	O029	O4	SCIENCES & ENGINEERING	ENGINEERING	WATER ENGINEERING	3
Technician II, Wtr Field Util	O039	O4	OPERATIONS	WATER UTILITIES	WATER FIELD OPERATIONS	2
Victim Advocate	A034	A4	PROTECTIVE SERVICES	INVESTIGATION	OUTREACH	5
Water Engineer II	P038	P2	SCIENCES & ENGINEERING	ENGINEERING	WATER ENGINEERING	3
Worker I, Facilities	O003	O1	OPERATIONS	FACILITIES & FLEET	FACILITIES	2
Worker I, Fleet	O067	O1	OPERATIONS	FACILITIES & FLEET	FLEET	2
Worker I, Parks	O004	O1	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	PARKS	1
Worker I, Parks Shop Attendant	O072	O1	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	PARKS	1
Worker I, Rec Fac Attendant	O078	O1	CULTURE, PARKS & RECREATION	RECREATION	RECREATION	4
Worker I, Rec Ice Attendant	O077	O1	CULTURE, PARKS & RECREATION	RECREATION	RECREATION	4
Worker I, Recreation	O059	O1	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	RECREATION	1
Worker I, Transit	O002	O1	OPERATIONS	TRANSPORTATION	TRANSIT	2
Worker I, Transportation Ops	O005	O1	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Worker II, Cultural Services	O063	O2	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Worker II, Facilities	O008	O2	OPERATIONS	FACILITIES & FLEET	FACILITIES	2
Worker II, Fleet	O007	O2	OPERATIONS	FACILITIES & FLEET	FLEET	2
Worker II, Theatre Audio Engr	O082	O2	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Worker II, Theatre Lighting	O083	O2	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Worker II, Theatre Production	O080	O2	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1

TABLE: 1

SUSTAINABILITY, PLANNING, CULTURE, PARKS &amp; RECREATION, DEVELOPMENT &amp; COMPLIANCE

MANAGERIAL				
		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
M3	<u>BIWEEKLY</u>	\$3,695.38	\$4,928.62	\$6,160.73
	<u>MONTHLY</u>	\$8,006.67	\$10,678.67	\$13,348.25
	<u>ANNUAL</u>	\$96,080.00	\$128,144.00	\$160,179.00
M2	<u>BIWEEKLY</u>	\$3,300.58	\$4,400.54	\$5,500.42
	<u>MONTHLY</u>	\$7,151.25	\$9,534.50	\$11,917.58
	<u>ANNUAL</u>	\$85,815.00	\$114,414.00	\$143,011.00
M1	<u>BIWEEKLY</u>	\$2,946.77	\$3,929.04	\$4,911.27
	<u>MONTHLY</u>	\$6,384.67	\$8,512.92	\$10,641.08
	<u>ANNUAL</u>	\$76,616.00	\$102,155.00	\$127,693.00
S2	<u>BIWEEKLY</u>	\$2,511.81	\$3,349.08	\$4,186.35
	<u>MONTHLY</u>	\$5,442.25	\$7,256.33	\$9,070.42
	<u>ANNUAL</u>	\$65,307.00	\$87,076.00	\$108,845.00
S1	<u>BIWEEKLY</u>	\$2,242.69	\$2,990.23	\$3,737.81
	<u>MONTHLY</u>	\$4,859.17	\$6,478.83	\$8,098.58
	<u>ANNUAL</u>	\$58,310.00	\$77,746.00	\$97,183.00
PROFESSIONAL				
		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
P3	<u>BIWEEKLY</u>	\$2,516.35	\$3,355.15	\$4,193.92
	<u>MONTHLY</u>	\$5,452.08	\$7,269.50	\$9,086.83
	<u>ANNUAL</u>	\$65,425.00	\$87,234.00	\$109,042.00
P2	<u>BIWEEKLY</u>	\$2,214.38	\$2,952.50	\$3,690.62
	<u>MONTHLY</u>	\$4,797.83	\$6,397.08	\$7,996.33
	<u>ANNUAL</u>	\$57,574.00	\$76,765.00	\$95,956.00
P1	<u>BIWEEKLY</u>	\$1,948.69	\$2,598.19	\$3,247.77
	<u>MONTHLY</u>	\$4,222.17	\$5,629.42	\$7,036.83
	<u>ANNUAL</u>	\$50,666.00	\$67,553.00	\$84,442.00
ADMINISTRATIVE				
		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
A6	<u>BIWEEKLY</u>	\$2,194.85	\$2,743.54	\$3,292.31
	<u>MONTHLY</u>	\$4,755.50	\$5,944.33	\$7,133.33
	<u>ANNUAL</u>	\$57,066.00	\$71,332.00	\$85,600.00
A5	<u>BIWEEKLY</u>	\$1,995.31	\$2,494.15	\$2,993.00
	<u>MONTHLY</u>	\$4,323.17	\$5,404.00	\$6,484.83
	<u>ANNUAL</u>	\$51,878.00	\$64,848.00	\$77,818.00
A4	<u>BIWEEKLY</u>	\$1,813.92	\$2,267.42	\$2,720.88
	<u>MONTHLY</u>	\$3,930.17	\$4,912.75	\$5,895.25
	<u>ANNUAL</u>	\$47,162.00	\$58,953.00	\$70,743.00
A3	<u>BIWEEKLY</u>	\$1,632.54	\$2,040.69	\$2,448.81



	<u>MONTHLY</u>	\$3,537.17	\$4,421.50	\$5,305.75
	<u>ANNUAL</u>	\$42,446.00	\$53,058.00	\$63,669.00
<b>A2</b>	<u>BIWEEKLY</u>	\$1,469.27	\$1,836.62	\$2,204.00
	<u>MONTHLY</u>	\$3,183.42	\$3,979.33	\$4,775.33
	<u>ANNUAL</u>	\$38,201.00	\$47,752.00	\$57,304.00
<b>OPERATIONS &amp; SKILLED TRADE</b>				
		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
<b>O6</b>	<u>BIWEEKLY</u>	\$2,266.12	\$2,832.65	\$3,399.19
	<u>MONTHLY</u>	\$4,909.92	\$6,137.42	\$7,364.92
	<u>ANNUAL</u>	\$58,919.00	\$73,649.00	\$88,379.00
<b>O5</b>	<u>BIWEEKLY</u>	\$2,039.50	\$2,549.38	\$3,059.27
	<u>MONTHLY</u>	\$4,418.92	\$5,523.67	\$6,628.42
	<u>ANNUAL</u>	\$53,027.00	\$66,284.00	\$79,541.00
<b>O4</b>	<u>BIWEEKLY</u>	\$1,835.58	\$2,294.46	\$2,753.31
	<u>MONTHLY</u>	\$3,977.08	\$4,971.33	\$5,965.50
	<u>ANNUAL</u>	\$47,725.00	\$59,656.00	\$71,586.00
<b>O3</b>	<u>BIWEEKLY</u>	\$1,652.00	\$2,065.04	\$2,477.96
	<u>MONTHLY</u>	\$3,579.33	\$4,474.25	\$5,368.92
	<u>ANNUAL</u>	\$42,952.00	\$53,691.00	\$64,427.00
<b>O2</b>	<u>BIWEEKLY</u>	\$1,486.81	\$1,858.54	\$2,230.19
	<u>MONTHLY</u>	\$3,221.42	\$4,026.83	\$4,832.08
	<u>ANNUAL</u>	\$38,657.00	\$48,322.00	\$57,985.00
<b>O1</b>	<u>BIWEEKLY</u>	\$1,338.15	\$1,672.65	\$2,007.19
	<u>MONTHLY</u>	\$2,899.33	\$3,624.08	\$4,348.92
	<u>ANNUAL</u>	\$34,792.00	\$43,489.00	\$52,187.00
<b>TABLE: 2 OPERATIONS</b>				
<b>MANAGERIAL</b>				
		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
<b>M3</b>	<u>BIWEEKLY</u>	\$4,398.08	\$5,863.88	\$7,329.73
	<u>MONTHLY</u>	\$9,529.17	\$12,705.08	\$15,881.08
	<u>ANNUAL</u>	\$114,350.00	\$152,461.00	\$190,573.00
<b>M2</b>	<u>BIWEEKLY</u>	\$3,738.23	\$4,984.31	\$6,230.23
	<u>MONTHLY</u>	\$8,099.50	\$10,799.33	\$13,498.83
	<u>ANNUAL</u>	\$97,194.00	\$129,592.00	\$161,986.00
<b>M1</b>	<u>BIWEEKLY</u>	\$3,177.35	\$4,236.65	\$5,295.96
	<u>MONTHLY</u>	\$6,884.25	\$9,179.42	\$11,474.58
	<u>ANNUAL</u>	\$82,611.00	\$110,153.00	\$137,695.00
<b>S2</b>	<u>BIWEEKLY</u>	\$2,661.35	\$3,548.46	\$4,435.65
	<u>MONTHLY</u>	\$5,766.25	\$7,688.33	\$9,610.58
	<u>ANNUAL</u>	\$69,195.00	\$92,260.00	\$115,327.00

S1	<u>BIWEEKLY</u>	\$2,339.38	\$3,119.19	\$3,898.96
	<u>MONTHLY</u>	\$5,068.67	\$6,758.25	\$8,447.75
	<u>ANNUAL</u>	\$60,824.00	\$81,099.00	\$101,373.00
<b>PROFESSIONAL</b>				
P2		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
	<u>BIWEEKLY</u>	\$2,106.62	\$2,808.81	\$3,511.04
	<u>MONTHLY</u>	\$4,564.33	\$6,085.75	\$7,607.25
P1	<u>ANNUAL</u>	\$54,772.00	\$73,029.00	\$91,287.00
	<u>BIWEEKLY</u>	\$1,853.85	\$2,471.73	\$3,089.69
	<u>MONTHLY</u>	\$4,016.67	\$5,355.42	\$6,694.33
	<u>ANNUAL</u>	\$48,200.00	\$64,265.00	\$80,332.00
<b>OPERATIONS &amp; SKILLED TRADE</b>				
O6		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
	<u>BIWEEKLY</u>	\$2,405.31	\$3,006.62	\$3,607.96
	<u>MONTHLY</u>	\$5,211.50	\$6,514.33	\$7,817.25
O5	<u>ANNUAL</u>	\$62,538.00	\$78,172.00	\$93,807.00
	<u>BIWEEKLY</u>	\$2,186.65	\$2,733.27	\$3,279.92
	<u>MONTHLY</u>	\$4,737.75	\$5,922.08	\$7,106.50
O4	<u>ANNUAL</u>	\$56,853.00	\$71,065.00	\$85,278.00
	<u>BIWEEKLY</u>	\$1,987.88	\$2,484.81	\$2,981.81
	<u>MONTHLY</u>	\$4,307.08	\$5,383.75	\$6,460.58
O3	<u>ANNUAL</u>	\$51,685.00	\$64,605.00	\$77,527.00
	<u>BIWEEKLY</u>	\$1,807.15	\$2,258.96	\$2,710.69
	<u>MONTHLY</u>	\$3,915.50	\$4,894.42	\$5,873.17
O2	<u>ANNUAL</u>	\$46,986.00	\$58,733.00	\$70,478.00
	<u>BIWEEKLY</u>	\$1,642.85	\$2,053.58	\$2,464.31
	<u>MONTHLY</u>	\$3,559.50	\$4,449.42	\$5,339.33
O1	<u>ANNUAL</u>	\$42,714.00	\$53,393.00	\$64,072.00
	<u>BIWEEKLY</u>	\$1,493.50	\$1,866.88	\$2,240.27
	<u>MONTHLY</u>	\$3,235.92	\$4,044.92	\$4,853.92
	<u>ANNUAL</u>	\$38,831.00	\$48,539.00	\$58,247.00
<b>TABLE: 3 SCIENCES &amp; ENGINEERING, TECHNOLOGY</b>				
<b>MANAGERIAL</b>				
M3		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
	<u>BIWEEKLY</u>	\$4,486.81	\$5,982.42	\$7,478.04
	<u>MONTHLY</u>	\$9,721.42	\$12,961.92	\$16,202.42
M2	<u>ANNUAL</u>	\$116,657.00	\$155,543.00	\$194,429.00
	<u>BIWEEKLY</u>	\$3,901.62	\$5,202.08	\$6,502.65
	<u>MONTHLY</u>	\$8,453.50	\$11,271.17	\$14,089.08

	<u>ANNUAL</u>	\$101,442.00	\$135,254.00	\$169,069.00
<b>M1</b>	<u>BIWEEKLY</u>	\$3,392.65	\$4,523.62	\$5,654.46
	<u>MONTHLY</u>	\$7,350.75	\$9,801.17	\$12,251.33
	<u>ANNUAL</u>	\$88,209.00	\$117,614.00	\$147,016.00
<b>S2</b>	<u>BIWEEKLY</u>	\$2,950.15	\$3,933.54	\$4,916.92
	<u>MONTHLY</u>	\$6,392.00	\$8,522.67	\$10,653.33
	<u>ANNUAL</u>	\$76,704.00	\$102,272.00	\$127,840.00
<b>S1</b>	<u>BIWEEKLY</u>	\$2,596.12	\$3,461.54	\$4,326.88
	<u>MONTHLY</u>	\$5,624.92	\$7,500.00	\$9,374.92
	<u>ANNUAL</u>	\$67,499.00	\$90,000.00	\$112,499.00
<b>PROFESSIONAL</b>				
		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
<b>P4</b>	<u>BIWEEKLY</u>	\$3,645.77	\$4,861.00	\$6,076.19
	<u>MONTHLY</u>	\$7,899.17	\$10,532.17	\$13,165.08
	<u>ANNUAL</u>	\$94,790.00	\$126,386.00	\$157,981.00
<b>P3</b>	<u>BIWEEKLY</u>	\$3,208.31	\$4,277.73	\$5,347.08
	<u>MONTHLY</u>	\$6,951.33	\$9,268.42	\$11,585.33
	<u>ANNUAL</u>	\$83,416.00	\$111,221.00	\$139,024.00
<b>P2</b>	<u>BIWEEKLY</u>	\$2,823.27	\$3,764.35	\$4,705.42
	<u>MONTHLY</u>	\$6,117.08	\$8,156.08	\$10,195.08
	<u>ANNUAL</u>	\$73,405.00	\$97,873.00	\$122,341.00
<b>P1</b>	<u>BIWEEKLY</u>	\$2,484.50	\$3,312.62	\$4,140.81
	<u>MONTHLY</u>	\$5,383.08	\$7,177.33	\$8,971.75
	<u>ANNUAL</u>	\$64,597.00	\$86,128.00	\$107,661.00
<b>ADMINISTRATIVE</b>				
		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
<b>A6</b>	<u>BIWEEKLY</u>	\$2,248.12	\$2,810.19	\$3,372.19
	<u>MONTHLY</u>	\$4,870.92	\$6,088.75	\$7,306.42
	<u>ANNUAL</u>	\$58,451.00	\$73,065.00	\$87,677.00
<b>A5</b>	<u>BIWEEKLY</u>	\$2,043.73	\$2,554.69	\$3,065.65
	<u>MONTHLY</u>	\$4,428.08	\$5,535.17	\$6,642.25
	<u>ANNUAL</u>	\$53,137.00	\$66,422.00	\$79,707.00
<b>A4</b>	<u>BIWEEKLY</u>	\$1,857.92	\$2,322.46	\$2,786.92
	<u>MONTHLY</u>	\$4,025.50	\$5,032.00	\$6,038.33
	<u>ANNUAL</u>	\$48,306.00	\$60,384.00	\$72,460.00
<b>OPERATIONS &amp; SKILLED TRADE</b>				
		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
<b>O5</b>	<u>BIWEEKLY</u>	\$2,329.85	\$2,907.42	\$3,489.31
	<u>MONTHLY</u>	\$5,048.00	\$6,299.42	\$7,560.17
	<u>ANNUAL</u>	\$60,576.00	\$75,593.00	\$90,722.00
<b>O4</b>	<u>BIWEEKLY</u>	\$2,093.15	\$2,617.00	\$3,140.15

## EXHIBIT A TO ORDINANCE NO. 172, 2023

	<u>MONTHLY</u>	\$4,535.17	\$5,670.17	\$6,803.67
	<u>ANNUAL</u>	\$54,422.00	\$68,042.00	\$81,644.00
<b>O3</b>	<u>BIWEEKLY</u>	\$1,884.27	\$2,355.35	\$2,826.58
	<u>MONTHLY</u>	\$4,082.58	\$5,103.25	\$6,124.25
	<u>ANNUAL</u>	\$48,991.00	\$61,239.00	\$73,491.00
<b>O2</b>	<u>BIWEEKLY</u>	\$1,662.42	\$2,078.23	\$2,494.04
	<u>MONTHLY</u>	\$3,601.92	\$4,502.83	\$5,403.75
	<u>ANNUAL</u>	\$43,223.00	\$54,034.00	\$64,845.00
<b>O1</b>	<u>BIWEEKLY</u>	\$1,496.35	\$1,870.38	\$2,244.31
	<u>MONTHLY</u>	\$3,242.08	\$4,052.50	\$4,862.67
	<u>ANNUAL</u>	\$38,905.00	\$48,630.00	\$58,352.00

TABLE: 4 HUMAN RESOURCES, FINANCE &amp; ACCTG, CUSTOMER SERVICE, ADMINISTRATION, MARKETING, LEGAL

## MANAGERIAL

		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
<b>M3</b>	<u>BIWEEKLY</u>	\$4,037.42	\$5,383.31	\$6,729.08
	<u>MONTHLY</u>	\$8,747.75	\$11,663.83	\$14,579.67
	<u>ANNUAL</u>	\$104,973.00	\$139,966.00	\$174,956.00
<b>M2</b>	<u>BIWEEKLY</u>	\$3,510.85	\$4,681.12	\$5,851.42
	<u>MONTHLY</u>	\$7,606.83	\$10,142.42	\$12,678.08
	<u>ANNUAL</u>	\$91,282.00	\$121,709.00	\$152,137.00
<b>M1</b>	<u>BIWEEKLY</u>	\$3,052.92	\$4,070.50	\$5,088.19
	<u>MONTHLY</u>	\$6,614.67	\$8,819.42	\$11,024.42
	<u>ANNUAL</u>	\$79,376.00	\$105,833.00	\$132,293.00
<b>S2</b>	<u>BIWEEKLY</u>	\$2,405.50	\$3,246.00	\$4,009.38
	<u>MONTHLY</u>	\$5,211.92	\$7,033.00	\$8,687.00
	<u>ANNUAL</u>	\$62,543.00	\$84,396.00	\$104,244.00

## EXHIBIT A TO ORDINANCE NO. 172, 2023

S1	<u>BIWEEKLY</u>	\$2,117.04	\$2,822.54	\$3,528.08
	<u>MONTHLY</u>	\$4,586.92	\$6,115.50	\$7,644.17
	<u>ANNUAL</u>	\$55,043.00	\$73,386.00	\$91,730.00
<b>PROFESSIONAL</b>				
		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
P4	<u>BIWEEKLY</u>	\$3,010.04	\$4,013.77	\$5,017.15
	<u>MONTHLY</u>	\$6,521.75	\$8,696.50	\$10,870.50
	<u>ANNUAL</u>	\$78,261.00	\$104,358.00	\$130,446.00
P3	<u>BIWEEKLY</u>	\$2,649.19	\$3,532.12	\$4,415.08
	<u>MONTHLY</u>	\$5,739.92	\$7,652.92	\$9,566.00
	<u>ANNUAL</u>	\$68,879.00	\$91,835.00	\$114,792.00
P2	<u>BIWEEKLY</u>	\$2,331.19	\$3,108.23	\$3,885.35
	<u>MONTHLY</u>	\$5,050.92	\$6,734.50	\$8,418.25
	<u>ANNUAL</u>	\$60,611.00	\$80,814.00	\$101,019.00
P1	<u>BIWEEKLY</u>	\$2,051.46	\$2,735.27	\$3,419.08
	<u>MONTHLY</u>	\$4,444.83	\$5,926.42	\$7,408.00
	<u>ANNUAL</u>	\$53,338.00	\$71,117.00	\$88,896.00
<b>ADMINISTRATIVE</b>				
		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
A6	<u>BIWEEKLY</u>	\$2,062.96	\$2,578.65	\$3,094.42
	<u>MONTHLY</u>	\$4,469.75	\$5,587.08	\$6,704.58
	<u>ANNUAL</u>	\$53,637.00	\$67,045.00	\$80,455.00
A5	<u>BIWEEKLY</u>	\$1,875.38	\$2,344.31	\$2,813.12
	<u>MONTHLY</u>	\$4,063.33	\$5,079.33	\$6,095.08
	<u>ANNUAL</u>	\$48,760.00	\$60,952.00	\$73,141.00
A4	<u>BIWEEKLY</u>	\$1,704.92	\$2,131.15	\$2,557.38
	<u>MONTHLY</u>	\$3,694.00	\$4,617.50	\$5,541.00
	<u>ANNUAL</u>	\$44,328.00	\$55,410.00	\$66,492.00
A3	<u>BIWEEKLY</u>	\$1,534.42	\$1,918.04	\$2,301.65
	<u>MONTHLY</u>	\$3,324.58	\$4,155.75	\$4,986.92
	<u>ANNUAL</u>	\$39,895.00	\$49,869.00	\$59,843.00
A2	<u>BIWEEKLY</u>	\$1,381.00	\$1,726.27	\$2,071.50
	<u>MONTHLY</u>	\$2,992.17	\$3,740.25	\$4,488.25
	<u>ANNUAL</u>	\$35,906.00	\$44,883.00	\$53,859.00
<b>OPERATIONS &amp; SKILLED TRADE</b>				
		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
A3	<u>BIWEEKLY</u>	\$1,690.69	\$2,113.38	\$2,536.04
	<u>MONTHLY</u>	\$3,663.17	\$4,579.00	\$5,494.75
	<u>ANNUAL</u>	\$43,958.00	\$54,948.00	\$65,937.00
A2	<u>BIWEEKLY</u>	\$1,521.62	\$1,902.04	\$2,282.42
	<u>MONTHLY</u>	\$3,296.83	\$4,121.08	\$4,945.25

	<u>ANNUAL</u>	\$39,562.00	\$49,453.00	\$59,343.00
<b>TABLE: 5 PROTECTIVE SERVICES (non-CBU)</b>				
<b>MANAGERIAL</b>				
		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
<b>M3</b>	<u>BIWEEKLY</u>	\$3,953.58	\$5,271.31	\$6,589.04
	<u>MONTHLY</u>	\$8,566.08	\$11,421.17	\$14,276.25
	<u>ANNUAL</u>	\$102,793.00	\$137,054.00	\$171,315.00
<b>M2</b>	<u>BIWEEKLY</u>	\$3,294.58	\$4,392.81	\$5,490.96
	<u>MONTHLY</u>	\$7,138.25	\$9,517.75	\$11,897.08
	<u>ANNUAL</u>	\$85,659.00	\$114,213.00	\$142,765.00
<b>M1</b>	<u>BIWEEKLY</u>	\$2,800.42	\$3,733.88	\$4,667.35
	<u>MONTHLY</u>	\$6,067.58	\$8,090.08	\$10,112.58
	<u>ANNUAL</u>	\$72,811.00	\$97,081.00	\$121,351.00
<b>S2</b>	<u>BIWEEKLY</u>	\$2,257.04	\$3,009.38	\$3,761.81
	<u>MONTHLY</u>	\$4,890.25	\$6,520.33	\$8,150.58
	<u>ANNUAL</u>	\$58,683.00	\$78,244.00	\$97,807.00
<b>S1</b>	<u>BIWEEKLY</u>	\$1,986.27	\$2,648.27	\$3,310.35
	<u>MONTHLY</u>	\$4,303.58	\$5,737.92	\$7,172.42
	<u>ANNUAL</u>	\$51,643.00	\$68,855.00	\$86,069.00
<b>PROFESSIONAL</b>				
		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
<b>P4</b>	<u>BIWEEKLY</u>	\$3,855.27	\$5,139.65	\$6,425.08
	<u>MONTHLY</u>	\$8,353.08	\$11,135.92	\$13,921.00
	<u>ANNUAL</u>	\$100,237.00	\$133,631.00	\$167,052.00
<b>P3</b>	<u>BIWEEKLY</u>	\$2,553.85	\$3,405.27	\$4,256.65
	<u>MONTHLY</u>	\$5,533.33	\$7,378.08	\$9,222.75
	<u>ANNUAL</u>	\$66,400.00	\$88,537.00	\$110,673.00
<b>P2</b>	<u>BIWEEKLY</u>	\$2,280.27	\$3,040.42	\$3,800.42
	<u>MONTHLY</u>	\$4,940.58	\$6,587.58	\$8,234.25
	<u>ANNUAL</u>	\$59,287.00	\$79,051.00	\$98,811.00
<b>P1</b>	<u>BIWEEKLY</u>	\$2,036.19	\$2,714.69	\$3,393.54
	<u>MONTHLY</u>	\$4,411.75	\$5,881.83	\$7,352.67
	<u>ANNUAL</u>	\$52,941.00	\$70,582.00	\$88,232.00
<b>ADMINISTRATIVE</b>				
		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
<b>A6</b>	<u>BIWEEKLY</u>	\$2,544.12	\$3,179.73	\$3,815.81
	<u>MONTHLY</u>	\$5,512.25	\$6,889.42	\$8,267.58
	<u>ANNUAL</u>	\$66,147.00	\$82,673.00	\$99,211.00
<b>A5</b>	<u>BIWEEKLY</u>	\$2,312.62	\$2,890.65	\$3,468.69
	<u>MONTHLY</u>	\$5,010.67	\$6,263.08	\$7,515.50



## EXHIBIT A TO ORDINANCE NO. 172, 2023

	<u>ANNUAL</u>	\$60,128.00	\$75,157.00	\$90,186.00
<b>A4</b>	<u>BIWEEKLY</u>	\$2,023.65	\$2,529.62	\$3,035.50
	<u>MONTHLY</u>	\$4,384.58	\$5,480.83	\$6,576.92
	<u>ANNUAL</u>	\$52,615.00	\$65,770.00	\$78,923.00
<b>A3</b>	<u>BIWEEKLY</u>	\$1,839.81	\$2,299.69	\$2,759.50
	<u>MONTHLY</u>	\$3,986.25	\$4,982.67	\$5,978.92
	<u>ANNUAL</u>	\$47,835.00	\$59,792.00	\$71,747.00
<b>A2</b>	<u>BIWEEKLY</u>	\$1,655.96	\$2,069.65	\$2,483.92
	<u>MONTHLY</u>	\$3,587.92	\$4,484.25	\$5,381.83
	<u>ANNUAL</u>	\$43,055.00	\$53,811.00	\$64,582.00
<b>OPERATIONS &amp; SKILLED TRADE</b>				
		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
<b>O4</b>	<u>BIWEEKLY</u>	\$1,839.08	\$2,298.85	\$2,758.62
	<u>MONTHLY</u>	\$3,984.67	\$4,980.83	\$5,977.00
	<u>ANNUAL</u>	\$47,816.00	\$59,770.00	\$71,724.00
<b>O3</b>	<u>BIWEEKLY</u>	\$1,655.15	\$2,068.96	\$2,482.73
	<u>MONTHLY</u>	\$3,586.17	\$4,482.75	\$5,379.25
	<u>ANNUAL</u>	\$43,034.00	\$53,793.00	\$64,551.00
<b>O2</b>	<u>BIWEEKLY</u>	\$1,489.65	\$1,862.08	\$2,234.50
	<u>MONTHLY</u>	\$3,227.58	\$4,034.50	\$4,841.42
	<u>ANNUAL</u>	\$38,731.00	\$48,414.00	\$58,097.00



## CITY OF FORT COLLINS

## 2024 PAY PLAN

## Step Ladders

Job Title	Step									
	1	2	3	4	5	6	7	8	9	10
LINE GROUNDWORKER	\$61,221	\$64,158	\$67,239	\$70,466	\$73,850	\$77,395	\$81,186	\$81,186		
ELECTRIC LINEWORKER	\$85,352	\$90,173	\$92,858	\$95,630	\$98,531	\$101,476	\$104,509	\$108,276	\$112,282	\$119,084
LINE CREW CHIEF	\$124,443	\$129,875								
ELECTRIC METER SYSTEM TECH	\$66,574	\$73,223	\$78,199	\$83,136	\$88,035	\$92,884	\$96,830	\$100,802	\$104,760	\$108,719
SUBSTATION SPECIALIST	\$85,419	\$95,489	\$103,420	\$111,266	\$119,177					
SUBSTATION ELEC/COMM SPEC	\$97,151	\$107,114	\$116,651	\$125,787	\$135,545					
ELECTRIC SYSTEMS OPERATOR	\$82,598	\$88,039	\$93,479	\$98,920	\$104,361	\$109,801	\$115,242			
PLANT OPERATOR	\$63,347	\$68,884	\$73,001	\$77,392	\$82,053	\$88,382				
LEAD PLANT OPERATOR	\$63,347	\$68,884	\$73,001	\$77,392	\$82,053	\$88,382	\$92,801	\$97,221		
WATER UTILITY MAINT OPERATOR	\$53,302	\$57,950	\$61,431	\$65,110	\$69,026	\$74,366				
FLEET MAINTENANCE TECHNICIAN	\$56,246	\$62,346	\$64,812	\$67,430	\$70,124	\$72,932	\$75,853	\$78,476		
BUILDING INSPECTOR	\$67,163	\$73,732	\$76,698	\$80,116	\$83,247	\$86,582	\$90,042	\$93,705		
LEAD BUILDING INSPECTOR	\$73,878	\$81,123	\$84,370	\$88,144	\$91,634	\$95,287	\$99,061	\$103,076		

December 5, 2023

## AGENDA ITEM SUMMARY

City Council



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### STAFF

Ryan Mounce, City Planner  
Brad Yatabe, Senior Assistant City Attorney  
Madelene Shehan, Law Clerk

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### SUBJECT

**Resolution 2023-102 Adopting the 2023 Three-Mile Plan Update for the City of Fort Collins.**

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### EXECUTIVE SUMMARY

The purpose of this item is to adopt the annual update of the Three-Mile Plan for the City of Fort Collins. The Three-Mile Plan is a reference document of plans and policies coordinating the general location, character, utilities, infrastructure, and land uses for areas of potential annexation within three miles of the municipal boundary.

An annual update of the Three-Mile Plan is required by Colorado Revised Statutes and highlights applicable plans and policies adopted or amended by Council over the preceding year.

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### STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

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### BACKGROUND / DISCUSSION

In 1987 the Colorado Legislature modified annexation laws to limit municipal annexations to no more than three miles in a single direction each year. A requirement was later added that each municipality shall prepare and adopt a "Three-Mile Plan" to coordinate the provision of services, infrastructure, utilities, and land uses for areas of potential annexation near municipal boundaries.

Specifically, Colorado Revised Statutes Section 31-12-105 requires the City to complete a plan as follows:

*Prior to completion of any annexation within the three-mile area, the municipality shall have in place a plan for that area that generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the municipality and the proposed land uses for the area. Such plan shall be updated at least once annually.*

The City's original Three-Mile Plan was adopted by Council on January 6, 1998 and has been revised annually pursuant to State Statutes. The Fort Collins Three-Mile Plan functions as a reference document,

highlighting adopted plans and policies describing the general location, character, utilities, infrastructure, and land uses within and beyond the municipal boundary.

This Three-Mile Plan describes relevant and applicable plans and policies for each of the items listed in the statute in four categories:

**Transportation-related items:**

- Streets
- Subways
- Bridges
- Parkways
- Aviation Fields
- Terminals for Transportation

**Parks, Natural Areas and Open Lands-related items:**

- Waterways
- Waterfronts
- Playgrounds
- Squares
- Parks
- Grounds
- Open Spaces

**Utilities and related items:**

- Public Utilities
- Terminals for Water, Light, Sanitation, and Power Provided by the Municipality

**Proposed Land Uses:**

- Inside Growth Management Area
- Outside Growth Management Area

This update represents a recurring action to ensure compliance with State requirements. There have been relatively few changes to the plans and policies referenced in the Three-Mile Plan since the last update in 2022. Specifically, the 2023 update highlights in bold the following plans and policies which have been adopted or amended over the preceding year:

- 1041 Regulations
- Active Modes Plan
- East Mulberry Plan (anticipated; pending second reading Dec 5, 2023)
- Land Use Code
- North College MAX BRT Plan
- Vision Zero Action Plan
- Water Quality Management Policy for City-owned Lakes & Stormwater Basins

## **CITY FINANCIAL IMPACTS**

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There are no direct financial impacts associated with adoption of the Plan.

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

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At its meeting on November 16, 2023, the Planning and Zoning Commission recommended (5-0) that Council adopt the 2023 Three-Mile Plan update.

## **PUBLIC OUTREACH**

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No public outreach was conducted for this item; the plans and policies referenced by the Three-Mile Plan completed individual outreach efforts.

## **ATTACHMENTS**

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1. Resolution for Consideration
2. Exhibit A to Resolution
3. Presentation to Planning and Zoning Commission

RESOLUTION 2023-102  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
ADOPTING THE 2023 THREE-MILE PLAN UPDATE  
FOR THE CITY OF FORT COLLINS

WHEREAS, Colorado law provides at Colorado Revised Statutes Section 31-12-105, that each municipality annexing land in the State must prepare and annually update a plan for the geographic area within three miles in any direction from the municipality's boundaries (the "Three-Mile Plan"); and

WHEREAS, the Three-Mile Plan must generally describe the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities and terminals for water, light, sanitation, transportation and power to be provided by the municipality, and the proposed land uses for the area; and

WHEREAS, the City's original Three-Mile Plan was adopted by Resolution 98-1 on January 6, 1998, and has been annually updated since that time; and

WHEREAS, the City Council most recently adopted an updated Three-Mile Plan on December 20, 2022, with the adoption of Resolution 2022-142; and

WHEREAS, the Planning and Zoning Commission, at its November 16, 2023, meeting unanimously recommended, as part of its consent agenda, that City Council approve the 2023 Three-Mile Plan; and

WHEREAS, City staff has prepared and presented to the City Council a proposed 2023 update of the Three-Mile Plan for the City, which the City Council has determined is in the best interests of the City of Fort Collins and should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the updated Three-Mile Plan for the City, attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved and adopted.



Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 5th day of December 2023.

---

Mayor

ATTEST:

---

City Clerk

Item 23.

# Three-Mile Plan for the City of Fort Collins

## 2023 Update



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## I. Introduction

### ***What is the Purpose of the Three-Mile Plan?***

The *Three-Mile Plan for the City of Fort Collins* is a reference document of approved plans and policies describing infrastructure, land use planning, and provision of services for areas of potential annexation. The Plan is required per Colorado Revised Statutes Section 31-12-105 and is updated annually to reflect new or revised plans and policies.

The Three-Mile Plan describes the general location, character, utilities, and infrastructure for areas within three miles of the municipal boundary. The Three-Mile Plan takes a much broader approach to the annexation and development of land than a specific annexation impact report and ensures proposed annexations are consistent with the City's comprehensive plan and other annexation and land development policies.

Section 31-12-105 of the Colorado Revised Statutes requires municipalities to complete a plan within three miles in any direction of the municipal boundary as follows:

*Prior to the completion of any annexation within the three-mile area, the municipality shall have in place a plan for that area that generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the municipality and the proposed land uses for the area.*

Updates to the Three-Mile Plan are routine and occur on an annual basis. The 2023 update highlights changes to approved plans, policies, and other applicable documents which have occurred since the prior Three-Mile Plan was adopted in 2022.

### ***What Does the Three-Mile Plan Describe?***

This Three-Mile Plan references and illustrates adopted plans, policies, maps, and other documents adopted by the City which generally describe the location, character, and extent of land uses, transportation facilities, and infrastructure required by State Statutes listed above. These documents are organized into four categories, as follows:

#### ***Transportation-related Items:***

- Streets
- Subways
- Bridges
- Parkway
- Aviation Fields
- Other Public Ways
- Terminals for Transportation

*Parks, Natural Areas and Open Lands-related Items:*

- Waterways
- Waterfronts
- Playgrounds
- Squares
- Parks
- Grounds
- Open Spaces

*Utilities and Related Items:*

- Public Utilities
- Terminals for Water, Light, Sanitation, and Power Provided by the Municipality

*Proposed Land Uses:*

- Inside Growth Management Area (GMA)
- Outside Growth Management Area (GMA)

In addition to adopted plans and policies adopted by the City, the Three-Mile Plan may also reference other plans and policies adopted by neighboring jurisdictions or organizations that provide contextual guidance as they overlap with Fort Collins' Three-Mile Plan study area.

***2023 Three-Mile Plan Updates***

There have been relatively few updates to existing plans or newly-adopted plans within the three-mile study area over the past year. Section II highlights updated or newly-adopted documents from the preceding year in bold text.



## II. Elements of the Three-Mile Plan

### *Transportation-related Items*

#### 1. Streets:

- **1041 Regulations**
- 2022 Strategic Plan
- **Actives Modes Plan**
- Airport Master Plan
- Capital Improvement Plan
- City Plan
- City of Fort Collins Master Street Plan
- City of Fort Collins Street Standards
- City of Fort Collins Bicycle Safety Education Plan
- Colorado State University Parking and Transportation Master Plan
- Downtown Parking Plan
- Fort Collins Transportation Master Plan
- Harmony Road ETC Master Plan
- Harmony Road Access Control Plan
- I-25/392 Interchange Improvement Plan
- Larimer County Transportation Master Plan
- Larimer County Urban Area Street Standards
- Mason Corridor Master Plan
- North Front Range Regional Transportation Plan
- North College and Highway 14 Access Control Plan
- Northern Colorado Regional Planning Study
- Northern Colorado Regional Communities I-25 Corridor Plan
- Our Climate Future
- South College Access Control Plan
- Fort Collins Streetscape Design Standards
- Resilient Recovery Plan
- Subarea Plans
  - CDOT US392 Environmental Overview Study
  - CDOT North I-25 Environmental Impact Statement
  - CDOT US287 Environmental Overview Study
  - Downtown Plan
  - Downtown River Corridor Implementation Program Summary Report
  - Downtown Strategic Plan
  - **East Mulberry Plan** (adoption anticipated December 2023)
  - East Side Neighborhood Plan
  - Fossil Creek Reservoir Area Plan
  - Harmony Corridor Plan
  - I-25 Subarea Plan
  - Lincoln Corridor Plan
  - Midtown in Motion
  - Mountain Vista Subarea Plan
  - North College Corridor Plan
  - **North College MAX BRT Plan**
  - Northside Neighborhood Plan



- Northwest Subarea Plan
  - Old Town Neighborhoods Plan
  - Prospect Road Streetscape Program
  - South College Corridor Plan
  - State Highway 392 Access Control Plan
  - West Central Neighborhoods Plan
  - Transfort Strategic Operating Plan
  - Transit Plan: Fort Collins, Loveland, and Larimer County (1996-2002)
  - Transit Oriented Development Parking Study
  - **Vision Zero Action Plan**
  - West Elizabeth Enhanced Travel Corridor Plan
2. Subways: None
3. Bridges:
- **1041 Regulations**
  - Master Street Plan
  - North Front Range Regional Transportation Plan
4. Parkways:
- Larimer County Urban Area Street Standards
5. Aviation Fields:
- Airport Master Plan
  - The attached map entitled “Airports within the Three-Mile Area Plan Boundary” locates all airports within the plan area
6. Other Public Ways: None
7. Terminals for Public Transportation:
- **1041 Regulations**
  - **North College MAX BRT Plan**
  - Mason Corridor Master Plan

***Parks, Natural Areas, and Open Lands-related Items***

1. Waterways:
- Cache La Poudre River Landscape Opportunities Study
  - Downtown River Corridor Implementation Program
  - Poudre River Downtown Master Plan
  - Stormwater Master Plan and Floodplain Regulations
  - **Water Quality Management Policy for City-owned Lakes & Stormwater Basins**
  - Watershed Approach to Stormwater Quality
  - The attached map entitled “Significant Waterways and Waterfronts within the Three-Mile Area Plan Boundary” locates all significant waterways within the plan area

## 2. Waterfronts:

- **Water Quality Management Policy for City-owned Lakes & Stormwater Basins**
- The attached map entitled “Significant Waterways and Waterfronts within the Three-Mile Area Plan Boundary” locates all significant waterways within the plan area

## 3. Playgrounds, Squares, Parks:

- 2022 Strategic Plan
- City Plan
- Larimer County Comprehensive Parks Master Plan
- Parks and Recreation Master Plan
- Poudre School District Master Plan
- Resilient Recovery Plan
- Subarea Plans
  - Campus West Community Commercial District Planning Study Report
  - CDOT US392 Environmental Overview Study
  - CDOT North I-25 Environmental Impact Statement
  - CDOT US287 Environmental Overview Study
  - College & Drake Urban Renewal Plan
  - Downtown Plan
  - Downtown River Corridor Implementation Program Summary Report
  - Downtown Strategic Plan
  - **East Mulberry Plan** (adoption anticipated December 2023)
  - East Side Neighborhood Plan
  - Fossil Creek Reservoir Area Plan
  - Harmony Corridor Plan
  - I-25 Subarea Plan
  - Lincoln Corridor Plan
  - Midtown in Motion
  - Montava PUD Master Plan & Montava PUD Overlay
  - Mountain Vista Subarea Plan
  - North College Corridor Plan
  - **North College MAX BRT Plan**
  - Northside Neighborhood Plan
  - Northwest Subarea Plan
  - Old Town Neighborhoods Plan
  - Prospect Road Streetscape Program
  - South College Corridor Plan
  - State Highway 392 Access Control Plan
  - West Central Neighborhoods Plan
- Thompson School District Master Plan
- Trails Master Plan

## 4. Grounds, Open Spaces:

- Bobcat Ridge Natural Area Management Plan – outside Growth Management Area (GMA)
- Cache La Poudre River Natural Areas Management Plan

- City Plan
- City of Fort Collins Natural Areas Program Land Conservation and Stewardship Master Plan
- Colorado State University (CSU) Master Plan
- Foothills Natural Areas Management Plan
- Fossil Creek Natural Areas Management Plan
- Fossil Creek Reservoir Regional Open Space Management Plan
- Larimer County Open Lands Master Plan
- Larimer County Comprehensive Parks Master Plan
- Northern Colorado Regional Planning Study
- Natural Areas Master Plan
- Our Climate Future
- Parks and Recreation Master Plan
- Plan for the Region Between Fort Collins and Loveland
- Regional Community Separator Study
- Soapstone Prairie Natural Area Management Plan – outside GMA
- Wellington Community Separator Study
- Windsor Community Separator Study

### ***Utilities and Related Items***

#### **1. Public Utilities:**

- **1041 Regulations**
- 208 Plan
- 2007 East Larimer County Water District (ELCO) Master Plan Update
- 2022 Strategic Plan
- Boxelder Sanitation District Wastewater Utility Plan
- City Plan
- Drinking Water Quality Policy
- Fort Collins Communitywide 100% Renewable Electricity Goal
- Fort Collins-Loveland Water District Master Plan
- Fort Collins Metropolitan District Policy
- Fort Collins Water Supply and Demand Management Policy
- Fort Collins Water Supply Shortage Response Plan
- Fort Collins Wastewater Master Plan Update
- Fort Collins Revised Water Treatment Facility Master Plan
- Fort Collins Utilities Energy Policy 2016 Update
- Fort Collins Utilities Water and Wastewater Design Criteria Manual
- Greywater Ordinance
- Our Climate Future
- Resilient Recovery Plan
- South Fort Collins Sanitation District Master Plan for Wastewater Collection and Treatment
- Stormwater Criteria Manual
- Stormwater Master Plan and Floodplain Management
- Water Conservation Plan
- Water Efficiency Plan

2. Terminals for Water, Light, Sanitation, Transportation, and Power Provided by the Municipality:

- **1041 Regulations**
- 208 Plan
- City Plan
- City of Fort Collins Master Street Plan
- City of Fort Collins Electric Long Range Plan
- Drinking Water Quality Policy
- Fort Collins Communitywide 100% Renewable Electricity Goal
- Fort Collins-Loveland Water District Master Plan
- Fort Collins Water Supply and Demand Management Policy
- Fort Collins Water Supply Shortage Response Plan
- Fort Collins Wastewater Master Plan Update
- Fort Collins Revised Water Treatment Facility Master Plan
- Fort Collins Utilities Energy Policy 2016 Update
- Fort Collins Utilities Water and Wastewater Design Criteria Manual
- South Fort Collins Sanitation district Master Plan for Wastewater Collection and Treatment
- Stormwater Criteria Manual
- Stormwater Master Plan and Floodplain Management
- **Water Quality Management Policy for City-owned Lakes & Stormwater Basins**
- Water Conservation Plan
- Water Efficiency Plan

***Proposed Land Uses***

1. Land Uses Defined within the Growth Management Area (GMA):

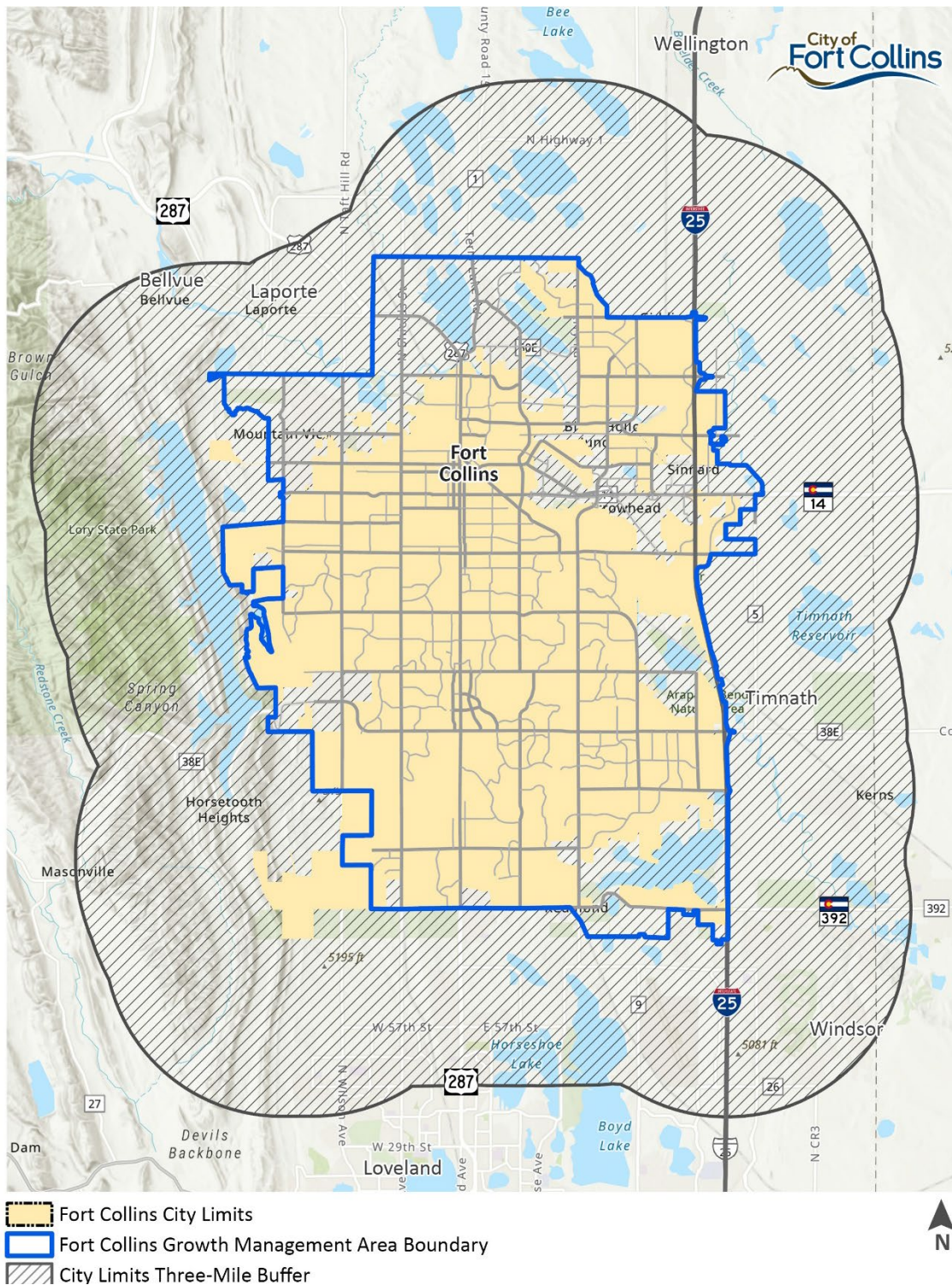
- 2022 Strategic Plan
- City Plan
- Fort Collins Housing Strategic Plan
- **Fort Collins Land Use Code**
- Fort Collins and Larimer County Intergovernmental Agreement
- Fort Collins Metropolitan District Policy
- Fort Collins and Windsor Intergovernmental Agreement
- Fort Collins and Timnath Intergovernmental Agreement Eighth Amendment
- Colorado State University (CSU) Master Plan
- City of Fort Collins Intergovernmental Agreements (Town of Timnath, South Fort Collins/Loveland Water District)
- Resilient Recovery Plan
- Subarea Plans
  - Campus West Community Commercial District Planning Study Report
  - CDOT US392 Environmental Overview Study
  - CDOT North I-25 Environmental Impact Statement
  - CDOT US287 Environmental Overview Study
  - College & Drake Urban renewal Plan
  - Downtown Plan

- Downtown River Corridor Implementation Program Summary Report
- Downtown Strategic Plan
- **East Mulberry Plan** (adoption anticipated December 2023)
- East Side Neighborhood Plan
- Fossil Creek Reservoir Area Plan
- Harmony Corridor Plan
- Harmony Road ETC Master Plan
- I-25 Subarea Plan
- Midtown Plan
- Montava PUD Master Plan & Montava PUD Overlay
- Mountain Vista Subarea Plan
- North College Corridor Plan
- **North College MAX BRT Plan**
- Northside Neighborhood Plan
- Northwest Subarea Plan
- Old Town Neighborhoods Plan
- Prospect Road Streetscape Program
- South College Corridor Plan
- State Highway 392 Access Control Plan
- West Central Neighborhoods Plan
- Wireless Telecommunications Master Plan

2. Land Uses Outside the GMA:

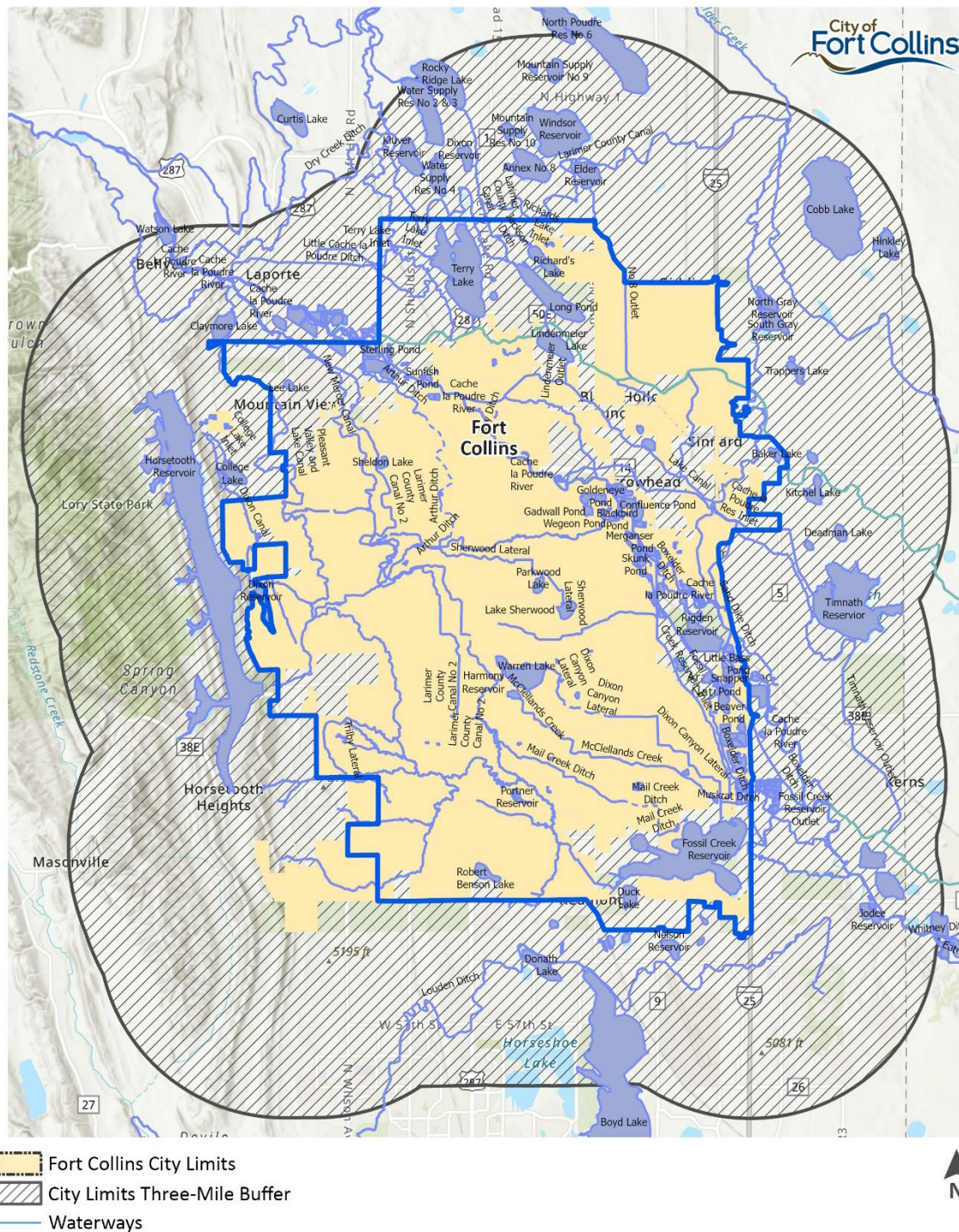
- A Plan for the Region Between Fort Collins and Loveland
- City of Loveland Three-Mile Area Plan
- Fort Collins-Windsor Intergovernmental Agreement for Development of the Interstate 25 / State Highway 392 Interchange
- LaPorte Area Plan
- Larimer County Comprehensive Plan
- Larimer County Multi-Jurisdictional Hazard Mitigation Plan
- Loveland Comprehensive Master Plan
- Loveland Bicycle & Pedestrian Plan
- Northern Colorado Community Separator Study
- Northern Colorado Regional Communities I-25 Corridor Plan
- Town of Windsor Comprehensive Plan and Zoning Code
- Town of Timnath Comprehensive Plan
- Town of Wellington Comprehensive Master Plan

# ATTACHMENT A: Three-Mile Plan Boundary



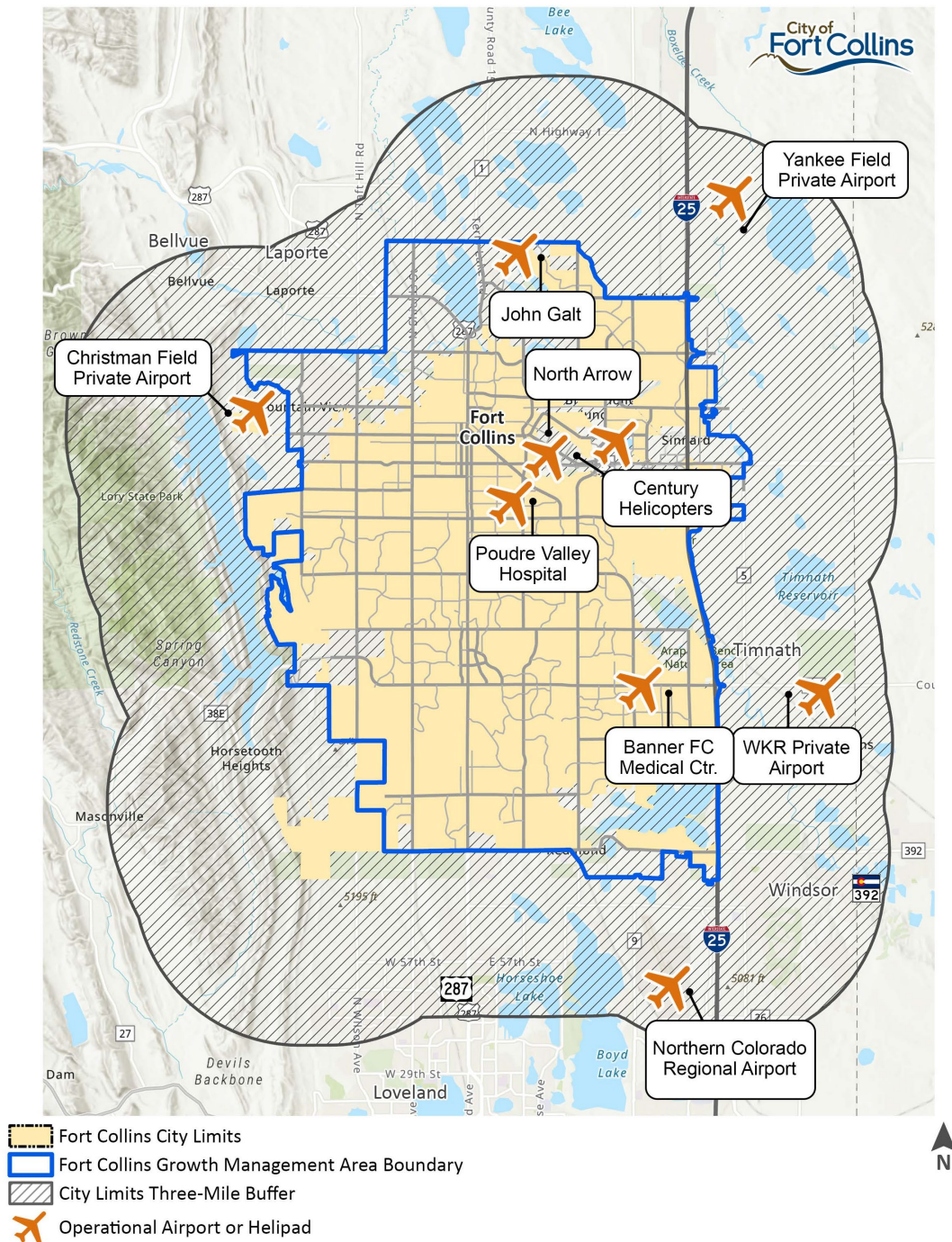


## ATTACHMENT B: Significant Waterways and Waterbodies within the Three-Mile Plan Boundary



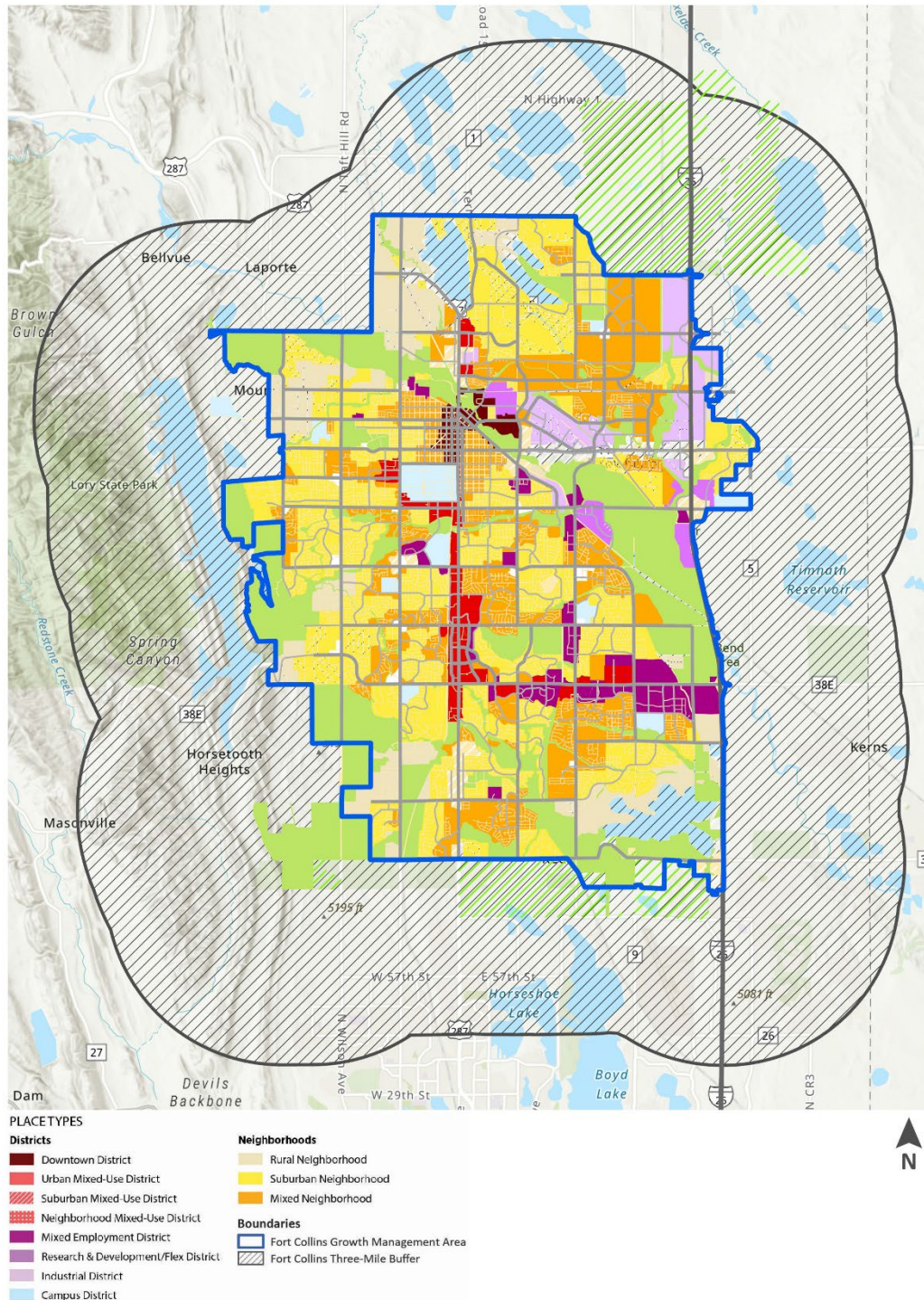


## ATTACHMENT C: Airports within the Three-Mile Plan Boundary

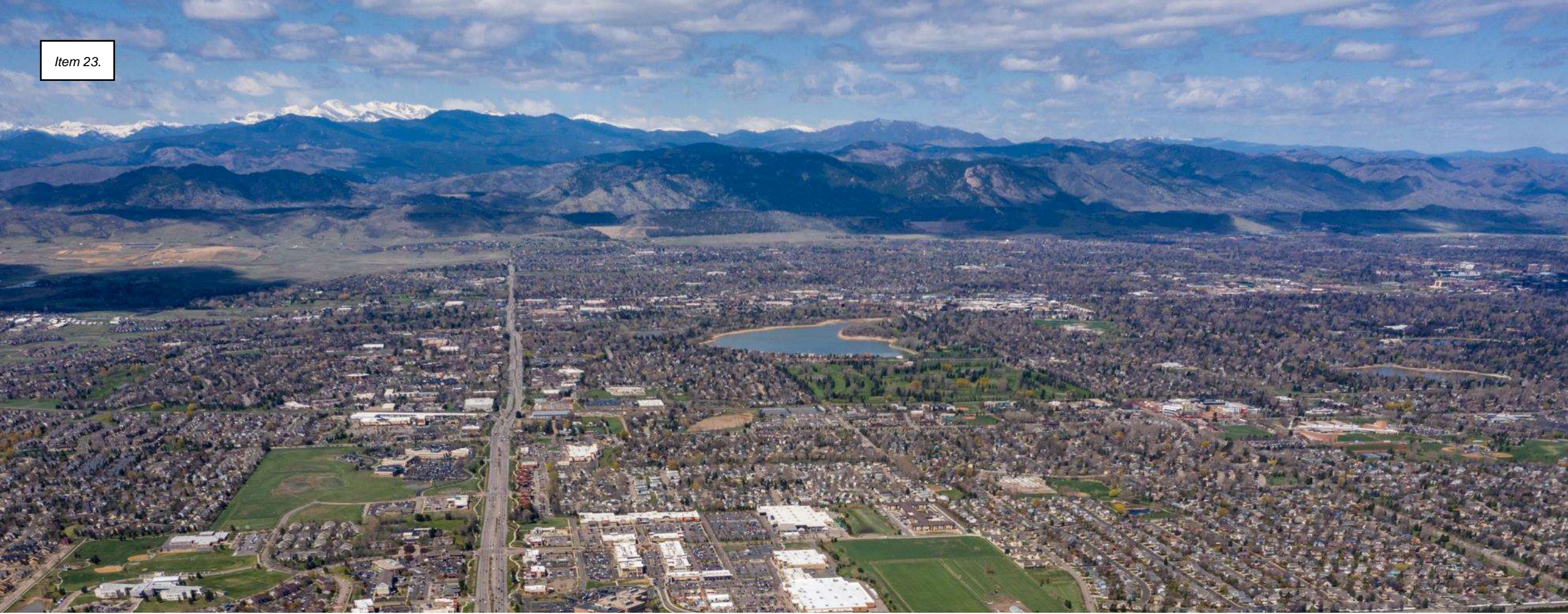




## ATTACHMENT D: Land Uses within the Three-Mile Plan Boundary







## 2023 Three-Mile Plan Update

City Council – Dec. 5, 2023



## Three-Mile Plan

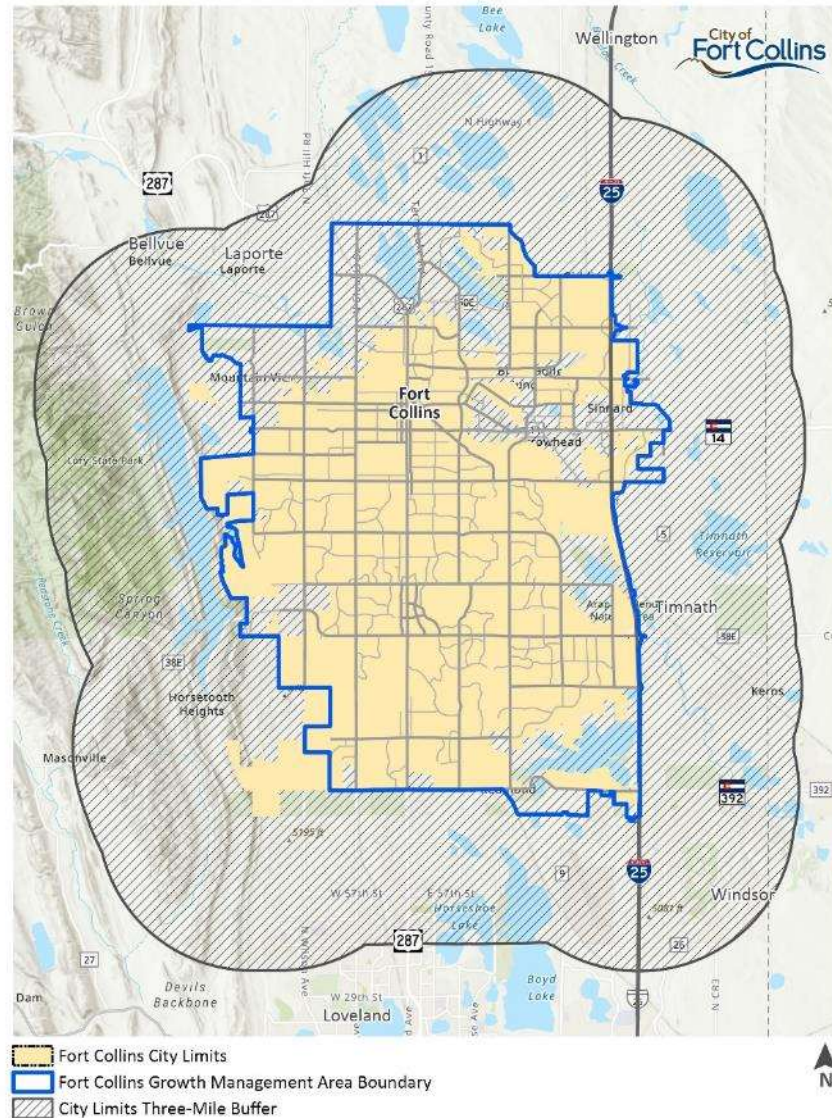
- Identifies and coordinates the provision of infrastructure, services, and land uses for areas of potential annexation within three miles of City limits
- Plan and annual updates required by State statute
- Plan is a reference document of Plans and Policies adopted by the City

## **New or Updated Plans & Policies Referenced:**

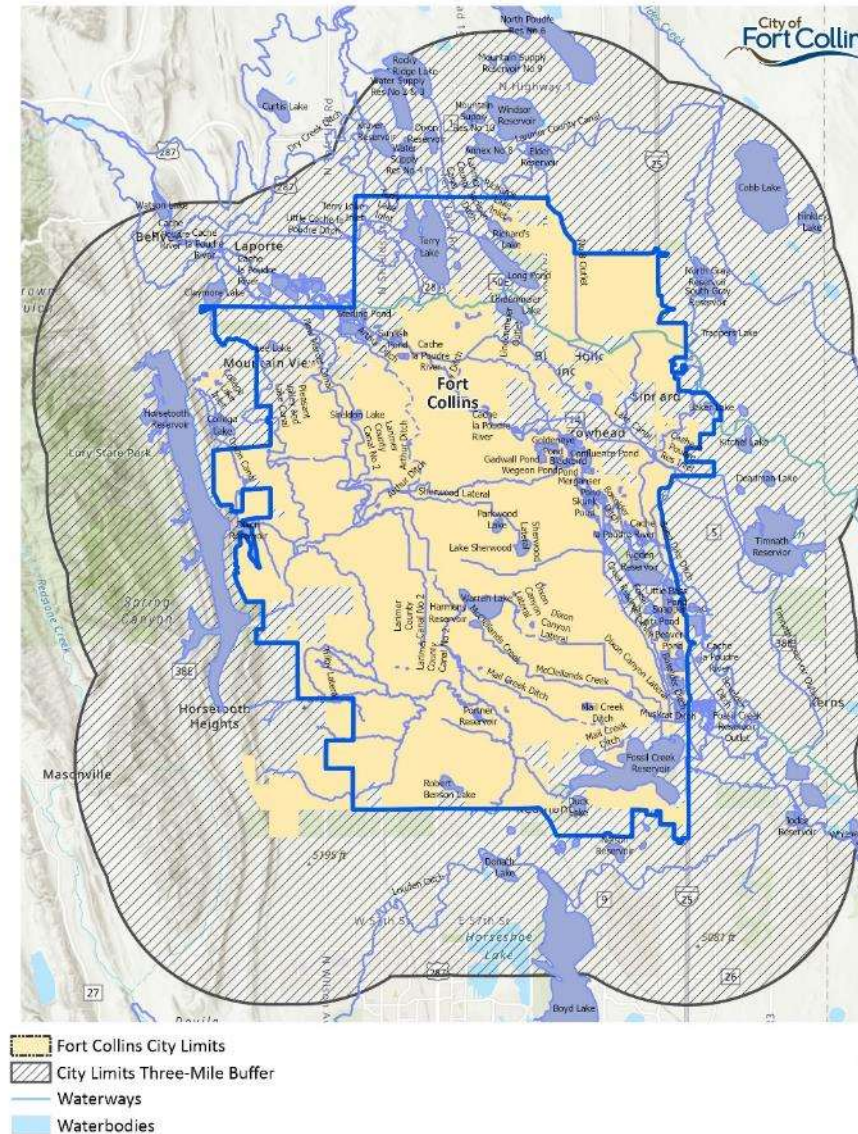
- 1041 Regulations
- Active Modes Plan
- East Mulberry Plan (anticipated December 2023)
- Land Use Code
- North College MAX BRT Plan
- Vision Zero Action Plan
- Water Quality Management Policy for City-owned Lakes & Stormwater Basins



### Fort Collins Three-Mile Plan Boundary

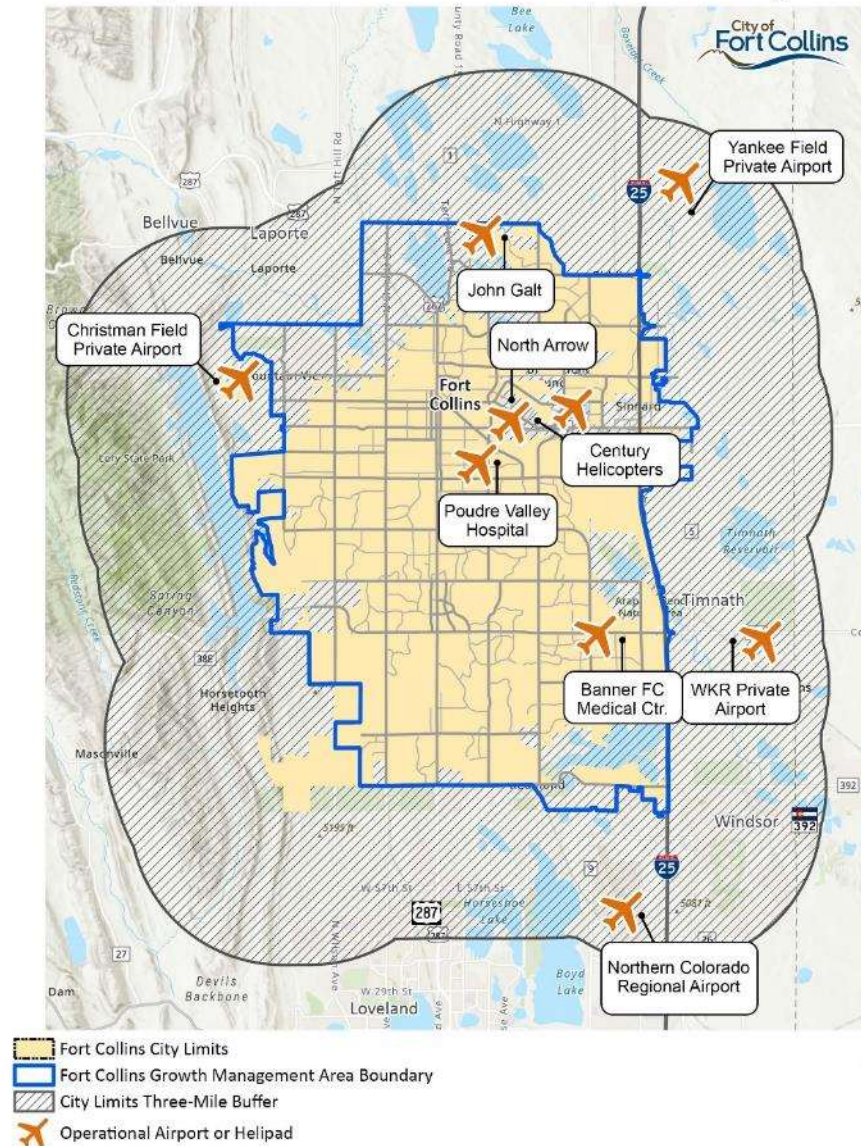


## Significant Waterways within Three-Mile Plan Boundary

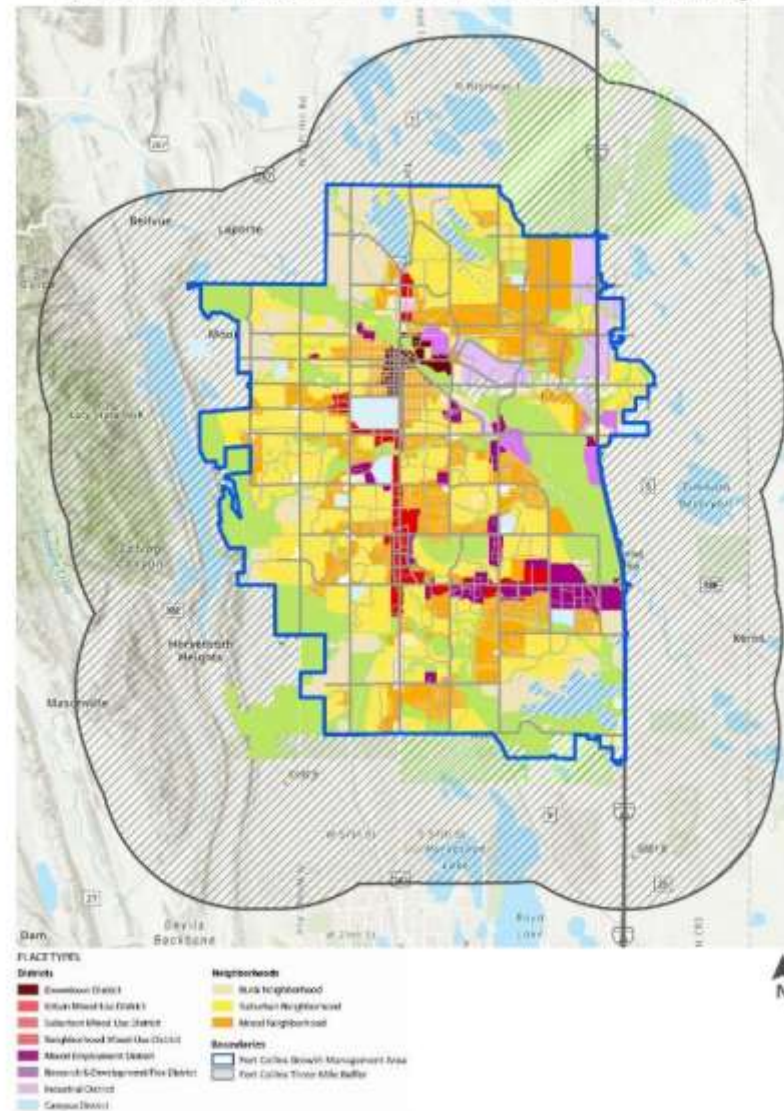




## Airports within Three-Mile Plan Boundary



### Land Uses within Three-Mile Plan Boundary



December 5, 2023

## AGENDA ITEM SUMMARY

City Council



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### STAFF

Kaley Zeisel, Interim Director of Transfort & Parking Services  
Annabelle Phillips, Interim Compliance Manager of Transfort & Parking Services  
Heather N. Jarvis, Assistant City Attorney

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### SUBJECT

**Resolution 2023-103 Authorizing the Execution of an Intergovernmental Agreement Between the City of Fort Collins and the Colorado Department of Transportation for the FASTER Transit Program Grant for Fiscal Year 2023 to Fund Transfort's FLEX Service.**

---

### EXECUTIVE SUMMARY

The purpose of this item is to receive and expend federal funds through the Colorado Department of Transportation (CDOT) for Transfort's commuter FLEX service. This agreement will result in the receipt of \$200,000 in grant funds through the Statewide Competitive Pool of the FASTER (Funding Advancement for Surface Transportation and Economic Recovery Act of 2009) Transit program for fiscal year (FY) 2023. Transfort will be required to match the \$200,000 in grant funds with a \$200,000 local match. Both the grant and local match were appropriated through the 2023 BFO (Budgeting for Outcomes) cycle and are accounted for in the approved 2023 Transfort budget. If approved, this agenda item will authorize the City Manager to execute an intergovernmental agreement for the FY 2023 FASTER funds from CDOT.

---

### STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

---

### BACKGROUND / DISCUSSION

FLEX is a Northern Colorado regional bus route serving stops between Fort Collins, Loveland, Berthoud, Longmont, and Boulder. (The name "FLEX" was coined from "Fort Collins-Longmont Express"). This service is operated by Transfort and is made possible through regional partnerships. Transfort's commuter FLEX regional routes contribute greatly to the transportation community in Northern Colorado, serving the residents of Fort Collins, Loveland, Longmont, Boulder and smaller population centers in between. FLEX service provides five trips each weekday between Fort Collins and Boulder, two in the morning and three in the afternoon/evening. Beginning in 2021 FLEX service was expanded to add an additional mid-day round trip on weekdays and weekend service to Boulder, with two morning trips and two evening trips on Saturday and Sunday. Ridership of FLEX regional routes has continued to increase since its initial launch in 2009. This demonstrates the demand for transit service between these communities in Northern Colorado.

CDOT has awarded the City a \$200,000 grant from the Statewide Competitive Pool of the FASTER Transit program for FY 2023. The grant funds and the local match will be dedicated to the operating expenses for



FLEX regional routes, including fuel, payroll costs, administrative and overhead outlays. This grant requires a 50% local match of \$200,000. The total project funds of \$400,000 will contribute to the overall annual operating costs of approximately \$2.1 million for FLEX. Transfort maintains intergovernmental agreements with each partner agency (Loveland, Berthoud, Longmont, City of Boulder, and Boulder County). The agencies' contributions are based on the ridership levels of each municipality and contribute to the annual operating costs. The \$200,000 local match contributes toward the City of Fort Collins's share of these annual operating costs. The award amount of \$200,000 and the local match of \$200,000 were appropriated in the 2023 Transfort budget. If adopted, the Resolution will assist in maintaining the exceptional service that the FLEX route provides to citizens and surrounding communities.

Council previously approved similar resolutions in 2021 (2021-040) for FY21 FASTER FLEX Operating grant funding and 2022 (2022-022) for FY22 FASTER FLEX Operating grant funding.

### **CITY FINANCIAL IMPACTS**

---

Through the 2023 BFO process for the local contribution to the grant, \$200,000 of Transfort general funds were previously appropriated for FLEX operations.

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

---

No board or commission recommendations are associated with this Resolution.

### **PUBLIC OUTREACH**

---

No public outreach was conducted as part of this Resolution.

### **ATTACHMENTS**

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1. Resolution for Consideration
2. Exhibit A to Resolution
3. FLEX Route Map

RESOLUTION 2023-103  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE CITY OF FORT COLLINS AND THE COLORADO  
DEPARTMENT OF TRANSPORTATION FOR THE FASTER TRANSIT PROGRAM  
GRANT FOR FISCAL YEAR 2023 TO FUND TRANSFORT’S FLEX SERVICE

WHEREAS, Transfort’s commuter FLEX regional bus routes contribute greatly to the transportation community in Northern Colorado by serving residents of Fort Collins, Loveland, Berthoud, Longmont, Boulder and smaller population centers along the routes; and

WHEREAS, FLEX serves the public purpose of facilitating transit service for residents and others among surrounding communities; and

WHEREAS, the Colorado Department of Transportation (“CDOT”) has awarded the City a \$200,000 grant from the Statewide Competitive Pool of the Funding Advancement for Surface Transportation and Economic Recovery Act of 2009 (“FASTER”) Transit Program for fiscal year 2023 (the “Grant”); and

WHEREAS, the Grant requires a 50% local match of \$200,000 from the City; and

WHEREAS, the total project funds of \$400,000, including the Grant and the City’s matching funds, will contribute to the overall \$2.1 million of 2023 operating costs for FLEX service, which annual operating costs are paid by contributions from the regional partner agencies (Fort Collins, Loveland, Berthoud, Longmont City of Boulder, and Boulder County); and

WHEREAS, both the Grant of \$200,000 and the local match of \$200,000 were budgeted and appropriated in the 2023 Transfort budget; and

WHEREAS, CDOT has proposed an Intergovernmental Agreement (“IGA”) between CDOT and the City, shown as Exhibit “A” attached hereto and incorporated by this reference, that outlines the terms and conditions of the Grant; and

WHEREAS, Colorado Revised Statutes Section 29-1-203 provides that governments may cooperate or contract with one another to provide certain services or facilities when such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve; and

WHEREAS, Article II, Section 16 of the City Charter empowers the City Council, by ordinance or resolution, to enter into contracts with governmental bodies to furnish governmental services and make charges for such services, or enter into cooperative or joint activities with other governmental bodies; and

WHEREAS, City Code Section 1-22 requires the City Council to approve intergovernmental agreements that require the City to make a direct monetary payment over

\$50,000 and the proposed IGA requires the City to provide matching funds in the amount of \$200,000; and

WHEREAS, the City Council has determined that the Grant is in the best interests of the City and that the City Manager be authorized to execute the IGA between the City and CDOT in support thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the City Manager is hereby authorized to enter into the IGA, in substantially the form attached hereto as Exhibit "A", together with such additional terms and conditions as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to protect the interests of the City or to effectuate the purposes of this Resolution.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 5th day of December, 2023.

---

Mayor

ATTEST:

---

City Clerk

# STATE OF COLORADO GRANT AGREEMENT

## COVER PAGE

<b>State Agency</b> Department of Transportation	<b>Agreement Number/PO Number</b> 24-HTR-ZL-00189/491003452
<b>Grantee</b> CITY OF FT. COLLINS	<b>Agreement Performance Beginning Date</b> The Effective Date
<b>Grant Agreement Amount</b> FASTER Funds Maximum Amount State Fiscal Year Funds 2023                      \$200,000.00	<b>Initial Agreement Expiration Date</b> June 30, 2024
Total for all State Fiscal Years                      \$200,000.00	<b>Fund Expenditure End Date</b> June 30, 2024
<b>Agreement Authority</b> Authority to enter into this Agreement exists in CRS §§43-1-106, 43-1-110, 43-1-117, 43-2-101(4)(c), 43-4-811(2), SB18-001, SB17-228 and SB17-267.	
<b>Agreement Purpose</b> The purpose of this Grant is for CDOT to disburse FASTER Program Funds to Grantee to conduct work within the provisions of this Grant.	
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> <li>1. Exhibit A, Statement of Work and Budget.</li> <li>2. Exhibit B, Sample Option Letter.</li> <li>3. Exhibit C, Title VI-Civil Rights.</li> </ol> <p>In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> <li>1. Exhibit C, Title VI-Civil Rights.</li> <li>2. Colorado Special Provisions in §17 of the main body of this Agreement.</li> <li>3. The provisions of the other sections of the main body of this Agreement.</li> <li>4. Exhibit A, Statement of Work and Budget.</li> <li>5. Executed Option Letters (if any).</li> </ol>	
<b>Principal Representatives</b> For the State: Robin Rocke Division of Transit and Rail 2829 W. Howard Place Denver, CO 80204 robin.rocke@state.co.us	For Grantee: Annibelle Phillips CITY OF FT. COLLINS PO Box 580 Ft. Collins, CO 80522-0580 aphillips@fcgov.com

Item 24.

EXHIBIT A TO RESOLUTION 2023-103

Contract Number: 24-HTR-ZL-00189/491003452

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<p><b>GRANTEE</b> CITY OF FT. COLLINS</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>STATE OF COLORADO</b> Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>Legal Review - Grantee</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: <u>Assistant City Attorney</u></p> <p>Date: _____</p>	<p><b>LEGAL REVIEW</b> Philip J. Weiser, Attorney General</p> <p>_____ By: Assistant Attorney General</p> <p>Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>_____ By: Department of Transportation</p> <p>Effective Date: _____</p>	



Item 24.

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1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the “State”). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in §5.D, or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit A.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

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## E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Grantee, which shall be governed by §12.A.i.

## i. Method and Content

The State shall notify Grantee of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

## ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in §12.A.i.a.

## iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the Grant Maximum Amount payable to Grantee hereunder.

## F. Grantee's Termination Under State Requirements

Grantee may request termination of this Grant by sending notice to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

## 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S., at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- C. **"Budget"** means the budget for the Work described in Exhibit A.
- D. **"Business Day"** means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.
- E. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.
- F. **"Deliverable"** means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Grantee's Work that is intended to be delivered by Grantee.
- G. **"Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.
- H. **"End of Term Extension"** means the time period defined in §2.D.

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- I. **“Exhibits”** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- J. **“Extension Term”** means the time period defined in §2.C.
- K. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- L. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- M. **“Grant Maximum Amount”** means an amount equal to the total of Grant Funds for this Agreement.
- N. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et seq., C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- O. **“Initial Term”** means the time period defined in §2.B.
- P. **“Matching Funds”** (Local Funds) means the funds provided by Grantee as a match required to receive the Grant Funds.
- Q. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- R. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- S. **“Services”** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- T. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- U. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- V. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- W. **“State Records”** means any and all State data, information, and records, regardless of physical form.
- X. **“Subcontractor”** means any third party engaged by Grantee to aid in performance of the Work. **“Subcontractor”** also includes sub-grantees of Grant Funds.
- Y. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- Z. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and

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

Any other term used in this Agreement that is defined elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

#### 4. STATEMENT OF WORK

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

#### 5. PAYMENTS TO GRANTEE

##### A. Grant Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Grant Maximum Amount for that State Fiscal Year shown on the Cover Page of this Agreement as "FASTER Funds Maximum Amount".

##### B. Payment Procedures

###### i. Invoices and Payment

- a. The State shall pay Grantee in the amounts and in accordance with the conditions set forth in Exhibit A.
- b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. Any advance payment allowed under this Agreement, shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement and its Exhibits. Eligibility and submission for advance payment is subject to State approval and must include approved documentation in the form and manner set forth and approved by the State.
- d. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.
- e. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

###### ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days' interest to be paid and the interest rate.

###### iii. Payment Disputes

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

###### iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant

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Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.E.

## C. Matching Funds

Grantee shall provide Matching Funds as provided in §5.A and Exhibit A. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. If Grantee is a public entity, Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

## D. Reimbursement of Grantee Costs

- i. Any costs incurred by Grantee prior to the Effective Date shall not be reimbursed.
- ii. The State shall reimburse Grantee's allowable costs, not exceeding the Grant Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A, except that Grantee may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the Grant Maximum Amount of this Agreement or the Grant Maximum Amount for any State Fiscal Year, and the change does not modify any requirements of the Work.
- iii. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:
  - a. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
  - b. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred.)
- iv. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Grantee shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

## E. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all Deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

## 6. REPORTING - NOTIFICATION

## A. Quarterly Reports

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted



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to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

**7. GRANTEE RECORDS**

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work and the delivery of Services (including, but not limited to, the operation of programs) or Goods hereunder (collectively, the "Grantee Records"). Grantee shall maintain such records for a period of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively (the "Record Retention Period"). If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State and any other duly authorized agent of the State to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

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

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party.

**8. CONFIDENTIAL INFORMATION - STATE RECORDS****A. Confidentiality**

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative identified on the Cover Page of this Agreement.

**B. Other Entity Access and Nondisclosure Agreements**

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

**C. Use, Security, and Retention**

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

**D. Incident Notice and Remediation**

If Grantee becomes aware of any Incident, Grantee shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that Grantee, and its agents, employees, and Subcontractors are not the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof. The State may, in its sole discretion and at Grantee's sole expense, require Grantee to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Grantee shall provide the State with the results of such audit and evidence of Grantee's planned remediation in response to any negative findings.

**E. Data Protection and Handling**

Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

**F. Safeguarding PII**

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits.

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Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101, *et seq.*, C.R.S.

**9. CONFLICTS OF INTEREST****A. Actual Conflicts of Interest**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

**B. Apparent Conflicts of Interest**

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

**C. Disclosure to the State**

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

**D. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S., with regard to this Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Grantee employs or contracts with any State employee, any former State employee within six months following such employee's termination of employment with the State, or any immediate family member of such current or former State employee. Grantee shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Grantee may also be subject to such penalties as are allowed by law.****10. INSURANCE**

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

**A. Workers' Compensation**

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

**B. General Liability**

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

**C. Automobile Liability**

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

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## D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

## E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

## F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

## G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

## H. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

## I. Cancellation

All insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within 7 days of Grantee's receipt of such notice.

## J. Subrogation Waiver

All insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

## K. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Agreement, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

## L. Certificates

For each insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement prior to the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement prior to the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee's execution of the subcontract. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the

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term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

**11. BREACH OF AGREEMENT**

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

**12. REMEDIES****A. State's Remedies**

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

**i. Termination for Breach of Agreement**

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

**a. Obligations and Rights**

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

**b. Payments**

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

**c. Damages and Withholding**

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

**ii. Remedies Not Involving Termination**

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



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## a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

## b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

## c. Deny Payment

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

## d. Removal

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

## e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such Work for the State and Grantee; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

## B. Grantee's Remedies

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

**13. DISPUTE RESOLUTION**

## A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

## B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

**14. NOTICES and REPRESENTATIVES**

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or (C) as an email with read receipt requested to the principal representative at the email address, if

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any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

**15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION****A. Work Product**

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

**B. Exclusive Property of the State**

Except to the extent specifically provided elsewhere in this Agreement, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Grantee are the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

**C. Exclusive Property of Grantee**

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

**16. GENERAL PROVISIONS****A. Assignment**

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

**B. Subcontracts**

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without providing notice to the State. The State may reject any such Subcontractor, and Grantee shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any work after that Subcontractor's subcontract has been rejected by the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

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## C. Binding Effect

Except as otherwise provided in §16.A., all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

## D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

## E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

## F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

## G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

## H. Digital Signatures

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

## I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

## J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

## K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

## L. Severability

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

## M. Survival of Certain Agreement Terms

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

## N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number

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98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

## O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §16.A., this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

## P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

## Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

## R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

## S. Licenses, Permits, and Other Authorizations.

- i. Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- ii. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

## T. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit C at all times during the term of this Agreement.

**17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all agreements except where noted in italics.

**A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

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

**B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

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

**C. GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or

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interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**D. INDEPENDENT CONTRACTOR.**

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

**E. COMPLIANCE WITH LAW.**

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

**F. CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. PROHIBITED TERMS.**

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

**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

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

**J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

**[Not applicable to intergovernmental agreements]** Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due



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under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

**K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Agreement is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Grantee has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or §§8-17.5-101, et seq., C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

**L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.**

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Grantee **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, et seq., C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S., prior to the Effective Date of this Agreement.

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Item 24.

**EXHIBIT A, STATEMENT OF WORK AND BUDGET**

<b>Project Description</b>	2023-FASTER: Operating - FLEX (Fort Collins - Boulder)		
<b>Project End Date</b>	June 30, 2024		
<b>Subrecipient</b>	Fort Collins, City of	<b>DUNS #</b>	VEJ3BS5GK5G1
<b>Contact Name</b>	Annibelle Phillips	<b>Vendor #</b>	2000023
<b>Address</b>	PO Box 580 Fort Collins, CO 80522-0580	<b>Phone #</b>	970-224-6067
<b>Email</b>	aphillips@fcgov.com	<b>Indirect Rate</b>	Not applicable
<b>WBS*</b>	25910.10.50	<b>ALI</b>	30.09.01
<b>Total Project Budget</b>			<b>\$400,000.00</b>
State FASTER Funds (at 50% or less)			\$200,000.00
Local Funds (at 50% or more)			\$200,000.00
<b>Total Project Amount Encumbered via this Grant Agreement</b>			<b>\$200,000.00</b>

\*The WBS numbers may be replaced without changing the amount of the grant at CDOT's discretion.

**A. Project Description**

1. CDOT is contributing FASTER Regional Operating Assistance for the operations of FLEX Service. This Grant Agreement shall be effective from the date of execution through June 30, 2024.
2. City of Fort Collins shall advertise its fixed route service as available to the general public and service will not be explicitly limited by trip purpose or client type.
3. City of Fort Collins shall work cooperatively with CDOT to market and/or publicize this project as requested by CDOT. Such efforts may include ribbon cuttings, news articles, photos, and/or other media supplied by City of Fort Collins as appropriate.

**B. Performance Standards**

1. City of Fort Collins will provide a minimum of 150,000 passenger trips during the course of this Grant Agreement.
2. City of Fort Collins will maintain or increase its current farebox recovery of 6% during the course of this Grant Agreement.
3. City of Fort Collins shall ensure that this FASTER-funded route will connect to available local service including City of Loveland Transit (COLT) and Regional Transportation District (RTD) routes.
4. City of Fort Collins shall report monthly to the CDOT Project Manager on Ridership, Revenue Hours, and Cost per Passenger.
5. Performance will be reviewed quarterly for the duration of this Grant Agreement. CDOT will begin its review no later than thirty (30) calendar days after each performance quarter. If CDOT's review determines that City of Fort Collins's performance does not meet the standards of performance set forth herein, the following steps will be taken:
  - a. CDOT shall notify City of Fort Collins in writing that performance does not meet the requirements of this Grant Agreement.
  - b. Within thirty (30) calendar days of the date of such notification, City of Fort Collins shall submit to CDOT a written explanation of the cause(s) of the substandard performance, which shall include a written plan for improving performance.

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- c. CDOT will review the plan for improvement and notify City of Fort Collins of its decision within twenty-one (21) calendar days.
  - i. If the plan is approved by CDOT, City of Fort Collins shall implement the plan immediately upon receipt of CDOT's notification of approval.
  - ii. If the plan is not approved by CDOT, remedial measures will be determined on a case-by-case basis. Such remedial measures may include termination of this Grant Agreement and return of the FASTER funds or capital equipment purchased with such funds.
- 6. If City of Fort Collins is unable to perform the activities described herein, or must significantly change the level of service herein described, City of Fort Collins shall notify the CDOT Project Manager in writing.

**C. Project Budget**

- 1. The Total Project Budget is \$400,000.00. CDOT will pay no more than 50% of the eligible, actual project costs, up to the maximum amount of \$200,000.00. CDOT will retain any remaining balance of the FASTER Funds. City of Fort Collins shall be solely responsible for all costs incurred in the project in excess of the amount paid by CDOT from FASTER Funds for the state share of eligible, actual costs. For CDOT accounting purposes the FASTER Funds of \$200,000.00 will be encumbered for this Grant Agreement.
- 2. No refund or reduction of the amount of City of Fort Collins's share to be provided for the project will be allowed unless there is at the same time a refund or reduction of the state share of a proportionate amount.
- 3. Per the terms of this Grant Agreement, CDOT shall have no obligation to provide state funds for use on this project. CDOT will administer FASTER funds for this project under the terms of this Grant Agreement, provided that the state share of FASTER funds to be administered by CDOT are made available and remain available. City of Fort Collins shall initiate and prosecute to completion all actions necessary to enable City of Fort Collins to provide its share of the Total Project Budget at or prior to the time that such funds are needed to meet the Total Project Budget.

**D. Allowable Costs**

- 1. City of Fort Collins shall agree to adhere to the provisions for allowable and unallowable costs cited in the following regulations: 2 CFR 200.420 through 200.475 and 2 CFR 200.102. Other applicable requirements for cost allowability not cited previously, shall also be considered.
- 2. City of Fort Collins's operating expenses are those costs directly related to system operations. City of Fort Collins, at a minimum, should consider the following items as operating expenses: fuel, oil, driver and dispatcher salaries and fringe benefits, and licenses.

**E. Reimbursement Eligibility**

- 1. City of Fort Collins must submit invoice(s) monthly via COTRAMS. Reimbursement will apply only to eligible expenses that are incurred within the period of performance of this Grant Agreement.
- 2. City of Fort Collins may not submit requests for reimbursements more than once per month. Reimbursement requests must be within the limits of this Grant Agreement. City of Fort Collins will be reimbursed based on the ratio of State Funds share and Local Funds share set forth in the Project Budget above.
- 3. City of Fort Collins must submit the final invoice(s) within sixty (60) calendar days of June 30, 2024, and submit a Grant Closeout/Liquidation (GCL) Form in COTRAMS within fifteen (15) calendar days of issuance of the final reimbursement payment.

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## F. Training

In an effort to enhance transit safety, City of Fort Collins and any subrecipients and subcontractors shall make a good faith effort to ensure that appropriate training of agency and contracted personnel is occurring and that personnel are up to date in appropriate certifications. In particular, City of Fort Collins shall ensure that driving personnel are provided professional training in defensive driving and training on the handling of mobility devices and transporting older adults and people with disabilities.

## G. Safety Data

City of Fort Collins and any subrecipients shall maintain and submit, as requested, data related to bus safety. This may include, but not be limited to, the number of vehicle accidents within certain measurement parameters set forth by CDOT, the number and extent of passenger injuries or claims, and the number and extent of employee accidents, injuries, and incidents.

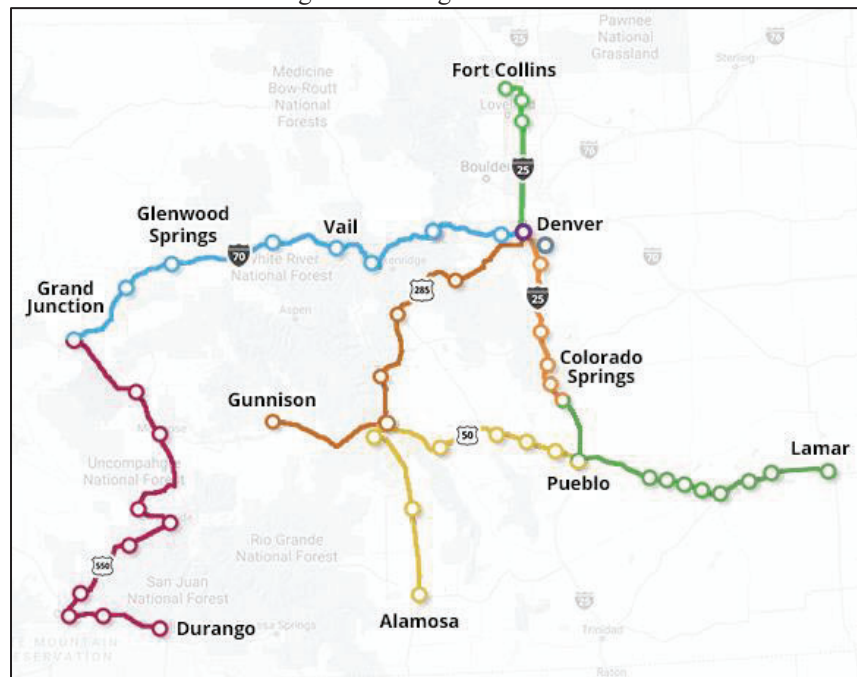
## H. Restrictions on Lobbying

City of Fort Collins is certifying that it complies with 2 CFR 200.450 by entering into this Grant Agreement.

## I. Mutual Cooperation

By entering into this Grant Agreement, City of Fort Collins agrees to cooperate with CDOT and other agencies in the Bustang and Bustang Outrider Network\* (Network) to help maintain the positive image of the established, high-profile statewide network brand and work with CDOT and other Network agencies to achieve the goals of the statewide transportation program, which include safe transport and connectivity for those using transit services and transit facilities. The premise of such cooperation is predicated on the performance of the scheduled and contracted services as agreed to between City of Fort Collins and CDOT in this Grant Agreement. In the event of service changes, service disruption, and/or service cancellations, City of Fort Collins shall immediately notify CDOT, the public, and the Network to allow for the planning of alternate methods of transportation. To act in the best interest of passengers and the State of Colorado, collaboration among the Network agencies is necessary to mitigate emergencies and respond to daily operational challenges.

\* The routes and transit centers of the Bustang and Bustang Outrider Network are reflected on the map below.



## EXHIBIT A TO RESOLUTION 2023-103

Contract Number: 24-HTR-ZL-00189/491003452

**J. Special Conditions**

1. City of Fort Collins will comply with all requirements imposed by CDOT on City of Fort Collins so that the state award is used in accordance with state statutes, regulations, and the terms and conditions of the state award.
2. City of Fort Collins must permit CDOT and their auditors to have access to City of Fort Collins's records and financial statements as necessary, with reasonable advance notice.
3. City of Fort Collins shall maintain and report annually all information required by the National Transit Database and any other financial, fleet, service data set forth by the CDOT for the purpose of annual reporting required of CDOT.
4. City of Fort Collins shall comply and will ensure subcontractors and subrecipients comply with Federal U.S. Department of Transportation (DOT) Drug and Alcohol Regulations.
5. City of Fort Collins shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.
6. City of Fort Collins shall seek to ensure non-discrimination in its programs and activities by developing and maintaining a Title VI Program in accordance with the "Requirements for FTA Subrecipients" in CDOT's Title VI Program Plan and Federal Transit Administration Circular 4702.1B, "Title VI Requirements and Guidelines for FTA Recipients." The Party shall also facilitate FTA's compliance with Executive Order 12898 and DOT Order 5610.2(a) by incorporating the principles of environmental justice in planning, project development and public outreach in accordance with FTA Circular 4703.1 "Environmental Justice Policy Guidance for Federal Transit Administration Recipients."
7. City of Fort Collins will provide transportation services to persons with disabilities, in accordance with Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.
8. City of Fort Collins shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CDOT for FTA subrecipients.
9. City of Fort Collins shall ensure that it will comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FTA guidance, and any other federal, state, and/or local laws, rules and/or regulations. In any contract utilizing federal funds, land, or other federal aid, City of Fort Collins shall require its subrecipients and/or contractors to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.
10. City of Fort Collins shall agree to produce and maintain documentation that supports compliance with the Americans with Disabilities Act to CDOT upon request.



Item 24.

## EXHIBIT A TO RESOLUTION 2023-103

Contract Number: 24-HTR-ZL-00189/491003452

## EXHIBIT B, SAMPLE OPTION LETTER

<b>State Agency</b> Department of Transportation	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Grantee</b> Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	<b>Original Agreement Number</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Current Grant Agreement Amount</b> FASTER Funds Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Local Funds \$0.00 Total for All State Fiscal Years \$0.00	<b>Option Agreement Number</b> Insert CMS number or Other Contract Number of this Option  <b>Agreement Performance Beginning Date</b> The later of the Effective Date or Month, Day, Year  <b>Current Agreement Expiration Date</b> Month, Day, Year

1. **OPTIONS:**

- A. Option to extend for an Extension Term or End of Term Extension.

2. **REQUIRED PROVISIONS:**

- A. **For use with Option 1(A):** In accordance with Section(s) 2.B/2.C of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

3. **OPTION EFFECTIVE DATE:**

- A. The effective date of this Option Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

<b>STATE OF COLORADO</b> Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director  By: _____  Name: _____  Title: _____  Date: _____	In accordance with §24-30-202, C.R.S., this Option Letter is not valid until signed and dated below by the State Controller or an authorized delegate.  <b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b>  By: _____ Department of Transportation  Option Letter Effective Date: _____
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**EXHIBIT C, TITLE VI – CIVIL RIGHTS****Nondiscrimination Requirements**

The Parties shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability. During the performance of this Agreement, the Grantee, for itself, its assignees and successors in interest (hereinafter referred to as the “Grantee”) agrees as follows:

- (1) **Compliance with Regulations:** The Grantee shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Agreement.
- (2) **Nondiscrimination:** The Grantee, with regard to the Work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subgrantees, including procurements of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subgrantees, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Grantee for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subgrantee or supplier shall be notified by the Grantee of the Grantee's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.
- (4) **Information and Reports:** The Grantee shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Colorado Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Grantee is in the exclusive possession of another who fails or refuses to furnish this information the Grantee shall so certify to the Colorado Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Grantee's noncompliance with the nondiscrimination provisions of this Agreement, the Colorado Department of Transportation shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to the Grantee under the Agreement until the Grantee complies, and/or
  - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The Grantee shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Grantee shall take such action with respect to any subcontract or procurement as the Colorado Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a Grantee becomes involved in, or is threatened with, litigation with a subgrantee or supplier as a result of such direction, the Grantee may request the Colorado Department of Transportation to enter into such litigation to protect the interests of the Colorado Department of Transportation.



**FORT COLLINS**  
**LOVELAND**

**SOUTH TRANSIT CENTER**  
— TRANSFORT ROUTES —



CAMERON

FOSSIL CREEK

SKYWAY

TRILBY

CARPENTER

US 287

71<sup>TH</sup>65<sup>TH</sup>57<sup>TH</sup>50<sup>TH</sup>42<sup>ND</sup>

SB

NB



**LOVELAND FOOD BANK**  
— COLT ROUTES —

## TRANSIT CONTACT INFO

**TRANSFORT**

TRANSFORT - Fort Collins  
970.221.6620  
ridetransfort.com

**COLT**

COLT - Loveland  
970.962.2429  
cityofloveland.org/colt

**RTD**

RTD - Denver/Longmont/Boulder  
800.366.7433  
rtd-denver.com

## MAP LEGEND

**BUS ROUTE**

**BUS STOP**

**TIME POINT BUS STOP:**  
Street intersection used for time  
schedule reference point listed  
at the top of the time columns to  
estimate bus arrival and trip times.

**CONNECTING ROUTES**



**TRANSIT CENTER**

**PARKING**

**F1** FORT COLLINS  
▶ LOVELAND

**Southbound**

**MONDAY - FRIDAY** (All Year Long)

SOUTH TRANSIT CENTER (STC)	COLLEGE & SKYWAY	GARFIELD & 50TH	LOVELAND FOOD BANK
1492	1074	1079	1661
5:41 a	5:43 a	5:49 a	5:54 a
6:16 a	6:18 a	6:24 a	6:30 a
7:24 a	7:26 a	7:33 a	7:45 a
8:24 a	8:26 a	8:33 a	8:43 a
9:24 a	9:26 a	9:33 a	9:45 a
10:24 a	10:26 a	10:33 a	10:43 a
11:24 a	11:26 a	11:33 a	11:43 a
12:24 p	12:26 p	12:33 p	12:43 p
1:24 p	1:26 p	1:33 p	1:43 p
2:24 p	2:26 p	2:33 p	2:43 p
3:05 p	3:08 p	3:16 p	3:22 p
3:24 p	3:26 p	3:33 p	3:43 p
3:51 p	3:54 p	4:02 p	4:15 p
4:24 p	4:27 p	4:35 p	4:48 p
5:24 p	5:27 p	5:35 p	5:48 p
6:00 p	6:02 p	6:10 p	6:22 p
6:24 p	6:26 p	6:33 p	6:43 p

Additional trips to Loveland are displayed on the F3X schedule.

**F1** LOVELAND  
▶ FORT COLLINS

**Northbound**

**MONDAY - FRIDAY** (All Year Long)

LOVELAND FOOD BANK	US 287 & 50TH	COLLEGE & SKYWAY	SOUTH TRANSIT CENTER (STC)
1661	1100	1105	1492
6:45 a	6:49 a	6:54 a	6:58 a
7:15 a	7:19 a	7:24 a	7:28 a
8:00 a	8:04 a	8:09 a	8:13 a
8:48 a	8:52 a	8:57 a	9:01 a
9:07 a	9:11 a	9:16 a	9:20 a
9:48 a	9:52 a	9:57 a	10:01 a
10:48 a	10:52 a	10:57 a	11:01 a
11:05 a	11:09 a	11:14 a	11:18 a
11:48 a	11:52 a	11:57 a	12:01 p
12:48 p	12:52 p	12:57 p	1:01 p
1:48 p	1:52 p	1:57 p	2:01 p
2:48 p	2:52 p	2:57 p	3:01 p
3:48 p	3:52 p	3:57 p	4:01 p
4:48 p	4:52 p	4:58 p	5:02 p
5:50 p	5:54 p	6:00 p	6:04 p
6:19 p	6:22 p	6:27 p	6:30 p
6:43 p	6:47 p	6:53 p	6:56 p
7:14 p	7:17 p	7:22 p	7:25 p
7:50 p	7:53 p	7:58 p	8:01 p

Additional trips to Fort Collins are displayed on the F3X schedule.

**F1** FORT COLLINS  
▶ LOVELAND

**Southbound**

**SATURDAYS** (All Year Long)

SOUTH TRANSIT CENTER (STC)	COLLEGE & SKYWAY	GARFIELD & 50TH	LOVELAND FOOD BANK
1492	1074	1079	1661
6:24 a	6:26 a	6:33 a	6:43 a
7:24 a	7:26 a	7:33 a	7:43 a
8:24 a	8:26 a	8:33 a	8:43 a
9:24 a	9:26 a	9:33 a	9:46 a
10:24 a	10:26 a	10:33 a	10:43 a
11:24 a	11:26 a	11:33 a	11:43 a
12:24 p	12:26 p	12:33 p	12:46 p
1:24 p	1:26 p	1:33 p	1:43 p
2:24 p	2:26 p	2:33 p	2:43 p
3:24 p	3:26 p	3:33 p	3:46 p
4:24 p	4:26 p	4:33 p	4:43 p
5:24 p	5:26 p	5:33 p	5:43 p
5:48 p	5:50 p	5:57 p	6:07 p
6:24 p	6:26 p	6:33 p	6:46 p

Additional trips to Loveland are displayed on the F3X schedule.

**F1** LOVELAND  
▶ FORT COLLINS

**Northbound**

**SATURDAYS** (All Year Long)

LOVELAND FOOD BANK	US 287 & 50TH	COLLEGE & SKYWAY	SOUTH TRANSIT CENTER (STC)
1661	1100	1105	1492
6:48 a	6:52 a	6:57 a	7:01 a
7:48 a	7:52 a	7:57 a	8:01 a
8:48 a	8:52 a	8:57 a	9:01 a
9:48 a	9:52 a	9:57 a	10:01 a
10:48 a	10:52 a	10:57 a	11:01 a
11:06 a	11:10 a	11:15 a	11:19 a
11:48 a	11:52 a	11:57 a	12:01 p
12:48 p	12:52 p	12:57 p	1:01 p
1:48 p	1:52 p	1:57 p	2:01 p
2:06 p	2:10 p	2:15 p	2:19 p
2:48 p	2:52 p	2:57 p	3:01 p
3:48 p	3:52 p	3:57 p	4:01 p
4:48 p	4:52 p	4:57 p	5:01 p
5:06 p	5:10 p	5:15 p	5:19 p
5:48 p	5:52 p	5:57 p	6:01 p
6:40 p	6:44 p	6:49 p	6:53 p
8:06 p	8:10 p	8:15 p	8:19 p

Additional trips to Fort Collins are displayed on the F3X schedule.

F2 FORT COLLINS  
▶ LONGMONT

## Southbound

MONDAY - FRIDAY (All Year Long)

SOUTH TRANSIT CENTER (STC)	COLLEGE & SKYWAY	GARFIELD & 50TH	LOVELAND FOOD BANK	CLEVELAND & 8TH	MOUNTAIN & 3RD	COFFMAN & 8TH (ROOSEVELT PARK)
BUS STOP NUMBER						
1492	1074	1079	1661	1450	1452	1454
5:41 a	5:43 a	5:49 a	5:54 a	5:58 a	6:08 a	6:28 a
6:16 a	6:18 a	6:24 a	6:30 a	6:34 a	6:44 a	7:06 a
7:24 a	7:26 a	7:33 a	7:45 a	7:49 a	7:59 a	8:21 a
9:24 a	9:26 a	9:33 a	9:45 a	9:49 a	9:59 a	10:21 a
3:05 p	3:08 p	3:16 p	3:22 p	3:26 p	3:38 p	4:00 p
3:51 p	3:54 p	4:02 p	4:15 p	4:19 p	4:31 p	4:53 p
4:24 p	4:27 p	4:35 p	4:48 p	4:52 p	5:04 p	5:26 p
5:24 p	5:27 p	5:35 p	5:48 p	5:52 p	6:04 p	6:26 p
6:00 p	6:02 p	6:10 p	6:22 p	6:26 p	6:37 p	6:55 p

Additional trips to Longmont are displayed on the F3X schedule.

F2 LONGMONT  
▶ FORT COLLINS

## Northbound

MONDAY - FRIDAY (All Year Long)

COFFMAN & 8TH (ROOSEVELT PARK)	MOUNTAIN & 2ND	LINCOLN & 8TH	LOVELAND FOOD BANK	US 287 & 50TH	COLLEGE & SKYWAY	SOUTH TRANSIT CENTER (STC)
BUS STOP NUMBER						
1454	1457	1459	1661	1100	1105	1492
6:39 a	6:56 a	7:08 a	7:15 a	7:19 a	7:24 a	7:28 a
7:22 a	7:39 a	7:51 a	8:00 a	8:04 a	8:09 a	8:13 a
8:29 a	8:46 a	8:58 a	9:07 a	9:11 a	9:16 a	9:20 a
10:27 a	10:44 a	10:56 a	11:05 a	11:09 a	11:14 a	11:18 a
4:10 p	4:29 p	4:41 p	4:48 p	4:52 p	4:58 p	5:02 p
5:10 p	5:29 p	5:41 p	5:50 p	5:54 p	6:00 p	6:04 p
5:40 p	5:58 p	6:10 p	6:19 p	6:22 p	6:27 p	6:30 p
6:40 p	6:58 p	7:10 p	7:14 p	7:17 p	7:22 p	7:25 p
7:16 p	7:34 p	7:46 p	7:50 p	7:53 p	7:58 p	8:01 p

Additional trips to Fort Collins are displayed on the F3X schedule.

F2 FORT COLLINS  
▶ LONGMONT

## Southbound

SATURDAYS (All Year Long)

SOUTH TRANSIT CENTER (STC)	COLLEGE & SKYWAY	GARFIELD & 50TH	LOVELAND FOOD BANK	CLEVELAND & 8TH	MOUNTAIN & 3RD	COFFMAN & 8TH (ROOSEVELT PARK)
BUS STOP NUMBER						
1492	1074	1079	1661	1450	1452	1454
9:24 a	9:26 a	9:33 a	9:46 a	9:50 a	10:01 a	10:22 a
12:24 p	12:26 p	12:33 p	12:46 p	12:50 p	1:01 p	1:22 p
3:24 p	3:26 p	3:33 p	3:46 p	3:50 p	4:01 p	4:22 p
6:24 p	6:26 p	6:33 p	6:46 p	6:50 p	7:01 p	7:22 p

Additional trips to Longmont are displayed on the F3X schedule.

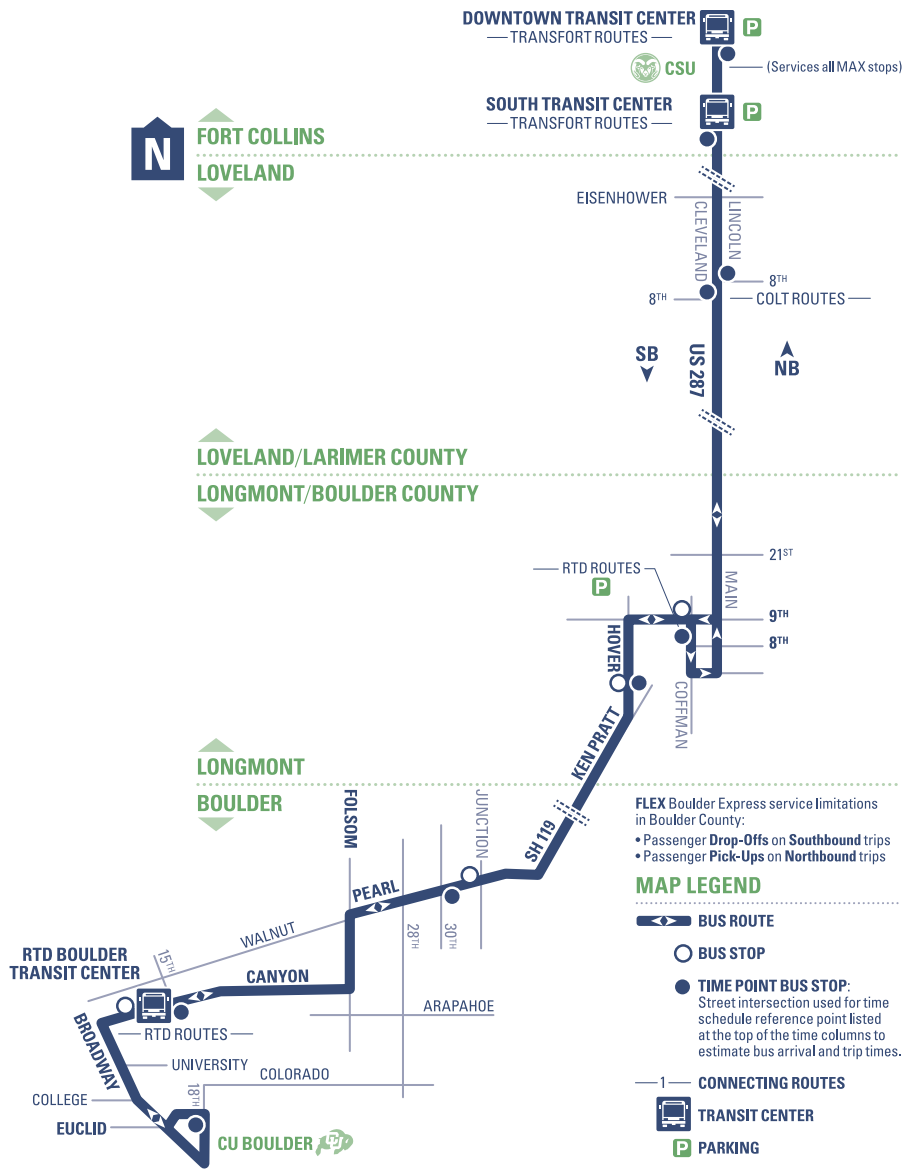
F2 LONGMONT  
▶ FORT COLLINS

## Northbound

SATURDAYS (All Year Long)

COFFMAN & 8TH (ROOSEVELT PARK)	MOUNTAIN & 2ND	LINCOLN & 8TH	LOVELAND FOOD BANK	US 287 & 50TH	COLLEGE & SKYWAY	SOUTH TRANSIT CENTER (STC)
BUS STOP NUMBER						
1454	1457	1459	1661	1100	1105	1492
10:30 a	10:47 a	10:59 a	11:06 a	11:10 a	11:15 a	11:19 a
1:30 p	1:47 p	1:59 p	2:06 p	2:10 p	2:15 p	2:19 p
4:30 p	4:47 p	4:59 p	5:06 p	5:10 p	5:15 p	5:19 p
7:30 p	7:47 p	7:59 p	8:06 p	8:10 p	8:15 p	8:19 p

Additional trips to Fort Collins are displayed on the F3X schedule.



**F3X EXPRESS Southbound**

MONDAY - FRIDAY (All Year Long)

DOWNTOWN TRANSIT CENTER (DTC)	SOUTH TRANSIT CENTER (STC)	CLEVELAND & 8TH	9TH & COFFMAN*	PEARL & JUNCTION*	CANYON & 14TH* (DOWNTOWN BOULDER STATION - GATE K)	18TH & EUCLID*
BUS STOP NUMBER						
917	1492	1450	1645*	1647*	1648*	1641*
—	5:14 a	5:28 a	5:52 a	6:16 a	6:24 a	6:31 a
6:00 a	6:23 a	6:37 a	7:01 a	7:28 a	7:36 a	7:43 a
9:25 a	9:48 a	10:02 a	10:26 a	10:53 a	11:01 a	11:08 a
1:15 p	1:39 p	1:54 p	2:20 p	2:44 p	2:52 p	3:00 p
3:25 p	3:49 p	4:04 p	4:30 p	4:54 p	5:02 p	5:10 p
5:20 p	5:44 p	5:59 p	6:23 p	6:46 p	6:53 p	7:00 p

\*Drop-Off Only Locations

**F3X EXPRESS Northbound**

MONDAY - FRIDAY (All Year Long)

18TH & EUCLID**	CANYON & 15TH** (DOWNTOWN BOULDER STATION - GATE L)	PEARL & 30TH** (BOULDER JUNCTION)	HOVER & VILLAGE** (AT THE PEAKS MALL)	COFFMAN & 8TH** (ROOSEVELT PARK)	LINCOLN & 8TH	SOUTH TRANSIT CENTER (STC)	DOWNTOWN TRANSIT CENTER (DTC)
BUS STOP NUMBER							
1641**	1642**	1643**	1644**	1454**	1459	1492	917
7:09 a	7:13 a	7:17 a	7:34 a	7:43 a	8:08 a	8:23 a	8:47 a
8:09 a	8:13 a	8:17 a	8:34 a	8:43 a	9:08 a	9:23 a	9:47 a
11:34 a	11:38 a	11:42 a	11:59 a	12:08 p	12:33 p	12:48 p	1:12 p
3:18 p	3:22 p	3:29 p	3:46 p	3:55 p	4:22 p	4:37 p	5:01 p
5:30 p	5:34 p	5:41 p	5:58 p	6:07 p	6:34 p	6:49 p	7:13 p
7:20 p	7:24 p	7:31 p	7:48 p	7:57 p	8:24 p	8:39 p	9:00 p

\*\*Pick-Up Only Locations

**F3X EXPRESS Southbound**

SATURDAYS (All Year Long)

DOWNTOWN TRANSIT CENTER (DTC)	SOUTH TRANSIT CENTER (STC)	CLEVELAND & 8TH	9TH & COFFMAN*	PEARL & JUNCTION*	CANYON & 14TH* (DOWNTOWN BOULDER STATION - GATE K)	18TH & EUCLID*
BUS STOP NUMBER						
917	1492	1450	1645*	1647*	1648*	1641*
7:05 a	7:29 a	7:44 a	8:10 a	8:34 a	8:41 a	8:48 a
9:05 a	9:29 a	9:44 a	10:10 a	10:34 a	10:41 a	10:48 a
2:15 p	2:39 p	2:54 p	3:20 p	3:44 p	3:51 p	3:58 p
4:15 p	4:39 p	4:54 p	5:20 p	5:44 p	5:51 p	5:58 p

\*Drop-Off Only Locations

**F3X EXPRESS Northbound**

SATURDAYS (All Year Long)

18TH & EUCLID**	CANYON & 15TH** (DOWNTOWN BOULDER STATION - GATE L)	PEARL & 30TH** (BOULDER JUNCTION)	HOVER & VILLAGE** (AT THE PEAKS MALL)	COFFMAN & 8TH** (ROOSEVELT PARK)	LINCOLN & 8TH	SOUTH TRANSIT CENTER (STC)	DOWNTOWN TRANSIT CENTER (DTC)
BUS STOP NUMBER							
1641**	1642**	1643**	1644**	1454**	1459	1492	917
9:14 a	9:18 a	9:23 a	9:42 a	9:51 a	10:18 a	10:33 a	10:57 a
11:14 a	11:18 a	11:23 a	11:42 a	11:51 a	12:18 p	12:33 p	12:57 p
4:24 p	4:28 p	4:33 p	4:52 p	5:01 p	5:28 p	5:43 p	6:07 p
6:24 p	6:28 p	6:33 p	6:52 p	7:01 p	7:28 p	7:43 p	8:07 p

\*\*Pick-Up Only Locations



December 5, 2023

## AGENDA ITEM SUMMARY

City Council



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### STAFF

Katie Donahue, Natural Areas Director  
Julia Feder, Environmental Program Manager  
Tawnya Ernst, Land Conservation Lead Specialist  
Alynn Karnes, Land Conservation Specialist  
Ted Hewitt, Assistant City Attorney

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### SUBJECT

**Resolution 2023-104 Authorizing the Mayor to Execute an Amendment to an Intergovernmental Agreement with Larimer County and the City of Loveland Regarding the Heaven's Door Ranch Conservation Project.**

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### EXECUTIVE SUMMARY

The purpose of this item is to seek authorization to amend an Intergovernmental Agreement (IGA) with Larimer County and the City of Loveland for the Heaven's Door Ranch Conservation Project. The amendment will extend the timeframe to complete a conservation easement conveyance.

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### STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

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### BACKGROUND / DISCUSSION

The Natural Areas Department entered into an IGA with the Larimer County Department of Natural Resources and the City of Loveland Open Lands and Trails Department on November 17, 2022, to purchase a 1,547-acre property adjacent to the City's Foothills/Buckhorn/Redstone Priority Area. The Natural Areas Department and Loveland Open Lands and Trails contributed funds towards the acquisition and will co-hold a conservation easement on the property.

The joint conservation easement was anticipated to be conveyed to the City (Fort Collins) and the City of Loveland (Loveland) by the end of 2023. However, to recoup some of the initial purchase price of the property, the County has since applied for a Great Outdoors Colorado (GOCO) grant. Grants will be awarded in March 2024. Should the County receive a GOCO award, language pertaining to GOCO's partial funding of the project will need to be included in the conservation easement.

An amendment to the IGA is needed to establish a new timeline for conveyance of the conservation easement to Fort Collins and Loveland. The deadline will be extended from December 31, 2023, to September 1, 2024.

The City is not seeking any reimbursement for its part (8% of total purchase price) in funding this acquisition due to the County covering 86% of the total purchase price. The conservation easement conveyance extension deadline proposed by Fort Collins, Loveland, and County staff is no later than September 1, 2024. This extension will allow for any potential GOCO language to be included in the conservation easement draft and time for agencies and their respective attorneys to perform a final review of the conservation easement deed.

The conservation easement ensures the area will never be developed and will be managed for its conservation values.

### **CITY FINANCIAL IMPACTS**

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No costs will be incurred by the City for this amendment.

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

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At its November 8, 2023, meeting, the Land Conservation and Stewardship Board (LCSB) voted unanimously to recommend that Council approve the amendment to the IGA with Larimer County and Loveland regarding the Heaven's Door Ranch Conservation Project.

### **PUBLIC OUTREACH**

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None.

### **ATTACHMENTS**

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1. Resolution for Consideration
2. Intergovernmental Agreement
3. Vicinity Map
4. LCSB Minutes, November 8, 2023 (excerpt)

RESOLUTION 2023-104  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO AN  
INTERGOVERNMENTAL AGREEMENT WITH LARIMER COUNTY AND THE CITY OF  
LOVELAND REGARDING THE HEAVEN’S DOOR RANCH CONSERVATION PROJECT

WHEREAS, on November 15, 2022, City Council adopted Resolution 2022-112 approving an intergovernmental agreement with Larimer County and the City of Loveland (the “IGA”) to purchase a 1,547-acre property adjacent to the City’s Foothills/Buckhorn/Redstone Priority Area known as Heaven’s Door Ranch (the “Property”); and

WHEREAS, the City and the City of Loveland have contributed funds towards the acquisition of the Property and will jointly hold a conservation easement on the Property; and

WHEREAS, the anticipated time the City and the City of Loveland will receive the joint conservation easement has been delayed because Larimer County requires additional time to seek Great Outdoors Colorado (“GOCO”) grant funds to help acquire the Property; and

WHEREAS, an amendment to the IGA is required to extend the deadline for the conveyance of the joint conservation easement from December 1, 2023 to September 1, 2024 to allow Larimer County to seek the GOCO grant funds; and

WHEREAS, extending this deadline will not have an adverse impact on the implementation of the IGA or purchase of the Property; and

WHEREAS, City Council reviewed and approved of the IGA pursuant to Section 1-22 of the City Code and any amendments thereto require City Council approval.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the City Council hereby authorizes the Mayor to execute an amendment to the Intergovernmental Agreement with Larimer County and the City of Loveland regarding the Heaven’s Door Ranch Conservation Project to extend the deadline for the conveyance of the joint conservation easement from December 1, 2023 to September 1, 2024.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 5th day of December, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

INTERGOVERNMENTAL AGREEMENT  
CONCERNING THE HEAVEN'S DOOR RANCH CONSERVATION PROJECT

This Intergovernmental Agreement (Agreement) is made this \_\_\_\_ day of 11/17/2022, 2022, by and between LARIMER COUNTY, COLORADO (the "County"), the CITY OF FORT COLLINS, COLORADO ("Fort Collins"), and the CITY OF LOVELAND, COLORADO ("Loveland").

WHEREAS, part 2 of Article 1 of Title 29, C.R.S. authorizes governments to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each, including the sharing of costs; and

WHEREAS, the County has imposed a sales and use tax via the "Help Preserve Open Spaces Initiative" for the purchase and maintenance of open space, natural areas, wildlife habitat, parks and trails and a portion of the funds generated by said sales tax are distributed to municipalities located within Larimer County, including Fort Collins and Loveland; and

WHEREAS, Fort Collins has imposed a dedicated 0.25% sales and use tax known as "Open Space Yes!", portions of the revenues from which are intended and available for the purchase and maintenance of open space, natural areas, and trails; and

WHEREAS, Loveland has an Open Lands and Trails Program that uses portions of the revenues from the Help Preserve Open Spaces Initiative sales tax to purchase and maintain open space, natural areas and trails; and

WHEREAS, the parties recognize through the Larimer County Open Lands Master Plan, Fort Collins Natural Areas Master Plans, and the City of Loveland Parks & Recreation Master Plan that certain lands in the foothills and along the mountain backdrop to the cities of Fort Collins and Loveland (the "Conservation Area") are important to be conserved through various means such as fee acquisition, conservation easements, and regulatory measures; and

WHEREAS, the Larimer County Natural Resources Department, the City of Fort Collins Natural Areas Department, and the City of Loveland Parks & Recreation Department share common goals in conserving land in the Conservation Area, and by this IGA intend to form a partnership to carry out a land conservation project known as the "Heaven's Door Ranch Conservation Project" to conserve up to 1,547 acres in fee and conservation easement; and

WHEREAS, the Larimer County Natural Resources Department has prioritized encumbering the County's open space properties with conservation easements to further protect those lands' conservation values, which convey significant benefits to the public; and

WHEREAS, the County anticipates acquiring through purchase of fee interests, the real property referred to as "Heaven's Door Ranch" described in **Exhibit A**, attached hereto and incorporated herein by reference (the "Ranch Property"); and

WHEREAS, the Ranch Property possesses natural wildlife habitat and native plant communities, including wetlands, shrublands and forests, significant open space, agricultural grazing land, geologic

features and scenic and other aesthetic and ecological values (the "Conservation Values") of great importance to the parties, the people of Larimer County and the people of the State of Colorado; and

WHEREAS, the Property provides opportunities for appropriate, nature-based recreation including trails and trailhead amenities for public access, which provides an additional conservation value of great importance to the parties, the people of Larimer County and the people of the State of Colorado; and

WHEREAS, in consideration of a \$750,000 contribution from Fort Collins and a \$500,000 contribution from Loveland towards the purchase of the Ranch Property, the County intends to convey a conservation easement (the "Conservation Easement") to Fort Collins and Loveland on the Ranch Property following the acquisition to protect the Conservation Values into perpetuity; and

WHEREAS, the parties desire to cooperate and contract with one another concerning the sharing of acquisition costs and responsibilities for the conservation of the Ranch Property.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

A. Subject Property/Easement

1. The County will make reasonable efforts to acquire fee title to the Ranch Property.

2. The cost for conserving the Ranch Property, including the purchase price for the Ranch Property, conveyance of the Conservation Easement (including closing costs and title insurance), Mineral Remoteness Opinion, and Baseline Report is estimated to be approximately \$9,029,850.00 as shown in **Exhibit B**, attached hereto and incorporated herein by reference. The County, Fort Collins, and Loveland are responsible for paying the estimated costs designated to each of them in **Exhibit B**.

- (a) Fort Collins will contribute \$750,000 and Loveland will contribute \$500,000 toward the cost of the acquisition of the Ranch Property in exchange for the County granting the Conservation Easement on the Ranch Property to be co-held by Fort Collins and Loveland.
- (b) The County will use the full \$1,250,000 contributed by Fort Collins and Loveland to acquire the Ranch Property, which acquisition is expected to close in 2022.
- (c) The County, at its sole discretion, will have the option to divest itself of approximately 150 acres of the Southeast corner of the Ranch Property, being more particularly described in **Exhibit C**, attached hereto and incorporated herein by reference (collectively, the "Excluded Parcels"). The County will receive all proceeds from the sale of the Excluded Parcels.



- (d) The County will pay all due diligence costs associated with the fee acquisition of the Ranch Property. The parties agree to share the due diligence costs associated with the conveyance of the Conservation Easement from the County to Fort Collins and Loveland. These estimated costs are shown in **Exhibit B**.
- (e) If either the County, Fort Collins, or Loveland determines it is unable to pay its share of any unanticipated costs, they agree to negotiate in good faith to reach a resolution such that the acquisition of the Ranch Property and conveyance of the Conservation Easement may be completed. Such resolution may include modifying the amount each party will pay for the unanticipated costs.
- (f) Provided the County acquires the Ranch Property, prior to December 31, 2023, the County will convey the Conservation Easement on the Ranch Property to Fort Collins and Loveland as co-holders of the Conservation Easement. Fort Collins and Loveland will prepare the Conservation Easement instrument covering the entire Ranch Property, less any portion of the Excluded Parcels the County chooses not to include, in collaboration with the County. The County may choose to exclude all or portions of the Excluded Parcels from the Conservation Easement with covenants or deed restrictions that preserve the conservation values of the area including wildlife corridors, viewsheds and native landscapes. If the Excluded Parcels are included, the Conservation Easement shall be written to allow the subdivision and subsequent sale of the Excluded Parcels at the County's discretion. The terms and conditions of the Conservation Easement will be substantially the same as the form conservation easement template attached as **Exhibit D** which the County, Fort Collins and Loveland agree must be completed and revised (including exhibits thereto) subject to approval of the the County, Fort Collins, and Loveland each in their sole and separate subjective discretion prior to the conveyance of the Conservation Easement.
- (g) Conveyance of the Conservation Easement is also subject to prior approval by the Larimer County Board of County Commissioners in its discretion by final adoption of a resolution. If the Board of County Commissioners does not pass such a resolution on or before December 31, 2023, or if the parties cannot agree on the form of the Conservation Easement, then this IGA shall terminate, all parties shall be released from their obligations hereunder and Fort Collins and Loveland shall be entitled to a full refund of their contributions towards the County's purchase of the Ranch Property.
- (h) Upon completion of the transaction the County shall submit the Conservation Easement to the Larimer County Clerk and Recorder for recording in the real property records of the County and shall provide a copy of the recorded Conservation Easement to Fort Collins and Loveland upon completion of recording.

4. Following the closing for acquisition of the Ranch Property and conveyance of the Conservation Easement, the County, Fort Collins and Loveland will prepare a summary report similar to **Exhibit B** showing the exact costs paid by each party. The costs paid by each party shall not be construed as equivalent to the value of the property interest held by such party.

5. Until such time as the closing and conveyance of the Ranch Property, the County shall remain the primary negotiator with the landowner. Additionally, the County shall have the discretion to make decisions related to the negotiations including choice of surveyor, title company, and other administrative matters, consistent with this Agreement. The parties shall promptly communicate with each other on any new developments in the negotiations and new material information related to the subject property and the Conservation Easement acquisition.

6. Until such time as the closing and conveyance of the Conservation Easement, Fort Collins and Loveland shall act to uphold the Conservation Values inherent to the Ranch Property as if the Conservation Easement is in place. No party shall take action that could impede or inhibit (i) the acquisition of the Ranch Property by the County, (ii) the divestment of the Excluded Parcels by the County to a third party, and/or (iii) the conveyance of the Conservation Easement to Fort Collins and Loveland.

**B. Management of the Ranch Property**

1. The County will manage the Ranch Property in accordance with management priorities for County open spaces in a similar geographic location. Within twenty-four (24) months of Conservation Easement conveyance to the cities, the County will complete an interim stewardship plan outlining management goals for the property until such time the County performs a full management plan that includes stakeholder and public input. As part of its ownership and management of the Ranch Property, the County shall have the right to assess and retain all revenues associated with user fees or other real income generated through leases, etc. on the site as deemed appropriate.

2. In the event of emergency circumstances requiring immediate response prior to the development of a management plan for the Ranch Property, the County shall be entitled to use reasonable discretion in responding to such circumstances. If possible, the County shall consult with Fort Collins and Loveland in advance of any action being taken. In the event advance consultation is not reasonably possible, the County shall limit its actions to those necessary to address the existing emergency and shall make reasonable efforts to inform Fort Collins and Loveland promptly of any such event and chosen course of action.

**C. Subsequent Sale and/or Transfer of the Ranch Property or Conservation Easement Interests**

1. If the County desires to sell all or any portion of its fee interest in the Ranch Property, not including the "Excluded Parcels" described in Section A.2(c), the County shall provide written notice to Fort Collins and Loveland of its intention to sell its interest ("Notice of Intent to Sell"). Fort Collins and/or Loveland shall have a right of first refusal ("Option") to purchase such interest ("Interest") for its fair market value.

(a) Fort Collins and/or Loveland shall have thirty (30) days from the date of the Notice of Intent to Sell to notify the County if it is interested in purchasing the Interest. The parties shall then jointly select an appraiser to determine the fair market value of the Interest. The cost of such appraisal shall be split equally between the parties.

(b) Fort Collins and/or Loveland shall notify the County within thirty (30) days following the completion of the appraisal whether it intends to purchase the Interest. The parties

shall then work in good faith to negotiate a purchase and sale agreement and any necessary documents for completion of the sale. The Option shall expire if Fort Collins and/or Loveland do not, within thirty (30) days of the completion of the appraisal, notify the County that it intends to purchase the Interest.

- (c) If Fort Collins and/or Loveland timely notify the County of its intent to purchase, the Option shall nonetheless expire two years after the date of the Notice of Intent to Purchase if the parties, acting in good faith, have not closed on the conveyance of the Interest by that time.
- (d) If Fort Collins and/or Loveland decline to purchase the Interest, either before or after having the Interest appraised, the County may then convey the Interest to a third-party as it chooses without compensation to Fort Collins or Loveland, as long as such sale of the Interest is subject to the terms of the Conservation Easement and any other existing encumbrances, restrictions, or conditions applicable to the conveyed property.

2. After the conveyance of the Conservation Easement to Fort Collins and Loveland, if the County desires to sell all or any portion of its fee interest in the Ranch Property that is subject to the Conservation Easement, including easements or rights of way, and Fort Collins or Loveland notifies the County of a potential adverse impact of the proposed sale on the remaining interests in the Ranch Property or the Conservation Easement, the parties agree to negotiate in good faith to resolve the issue prior to the conveyance of such interests, as described in the Conservation Easement.

3. If all or any portion of the Ranch Property is taken by eminent domain prior to the County's conveyance of the Conservation Easement to Fort Collins and Loveland, the net proceeds from such disposition shall be divided between the County, Fort Collins, and Loveland in the same percentage as their respective contributions to the initial purchase payments for acquiring the property interests taken as defined in **Exhibit B**. Proceeds from such conveyance shall be subject to the provisions of each party's respective applicable policies, ordinances, resolutions, and plans. If all or any portion of the Ranch Property is taken by eminent domain after conveyance of the Conservation Easement, the compensation received for the taking shall be divided between the parties as described in the Conservation Easement.

4. If either Fort Collins or Loveland wishes to assign its interest in the Conservation Easement (including any form of transfer or conveyance) to a third party, it shall provide written notice to the County of its intention to do so and the identity of the proposed assignee ("Notice"). The County shall have thirty (30) days from receipt of the Notice to notify Fort Collins and/or Loveland of any reasonable objection the County has to the proposed assignment and the basis for such objection. If the County raises such an objection, the parties agree to negotiate in good faith to resolve the issue prior to the assignment of the Conservation Easement. Per the terms of the Conservation Easement, Fort Collins and/or Loveland shall have the authority to assign the Conservation Easement despite objection by the County provided that Fort Collins and/or Loveland has negotiated in good faith with the County to resolve the objection. The parties understand and acknowledge that if Fort Collins and/or Loveland assigns the Conservation Easement to a third-party, said party may not receive any payment for such transfer, and neither Fort Collins, Loveland nor the County would be entitled to recover any portion of its initial contribution to the value of the Conservation Easement.

5. Nothing in this Section C shall be construed to affect the sale of the Excluded Parcels. The County may divest itself of the Excluded Parcels to a third party at its sole discretion as if the Excluded Parcels are not part of this Intergovernmental Agreement.

D. General Provisions.

1. Each party agrees to execute all additional instruments and documents necessary to effectuate the transactions and purposes described herein, subject to any necessary approvals.

2. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns.

3. Financial obligations of the parties payable after the current fiscal year are contingent upon the governing bodies of the parties, in their discretion, appropriating funds sufficient and intended for such purposes.

4. Each party is responsible for its own negligence and that of its officers, employees, and volunteers. Nothing in this Agreement waives the immunities, limits of liability, or other terms and conditions of the Colorado Governmental Immunity Act as now in force or hereafter amended.

5. Any notices required or permitted to be given shall be in writing and personally delivered to the office of the parties hereof, or sent by first class mail, postage prepaid, or by overnight commercial courier, addressed as follows:

Katie Donahue	Marilyn Hilgenberg	Daylan Figgs
Natural Areas Director	Open Lands & Trails Manager	Natural Resources Director
City of Fort Collins – Natural Areas Department	City of Loveland Parks & Recreation Department	Larimer County Natural Resources Department
PO Box 580 Fort Collins, CO 80522	500 E Third St, Suite 200 Loveland, CO 80537	1800 S County Rd 31 Loveland, CO 80537
<a href="mailto:kdonahue@fcgov.com">kdonahue@fcgov.com</a>	<a href="mailto:Marilyn.hilgenberg@cityofloveland.org">Marilyn.hilgenberg@cityofloveland.org</a>	<a href="mailto:dfiggs@larimer.org">dfiggs@larimer.org</a>

Any such notice shall be effective (i) in the case of personal delivery or by overnight commercial courier, when the notice is actually received, or (ii) in the case of first-class mail, the third day following deposit in the United States mail, postage prepaid, addressed as set forth above. Any party may change these persons or addresses by giving notice as required above.

6. If any party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof. If a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If a non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

Item 25.

7. Nothing in this Agreement shall imply any partnership, joint venture, or other association between the County, Fort Collins, and Loveland. Each party shall have sole responsibility for the content and the conduct of its activities. No party shall use another's name or logo to suggest co-sponsorship or endorsement of any activity without the other's prior written approval.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement concerning the Heaven's Door Ranch Conservation Project, on the day and year first above written.

THE CITY OF FORT COLLINS, COLORADO,  
A Municipal Corporation

DocuSigned by:  
*Jeni Arndt*  
By: \_\_\_\_\_  
20F788A88621436  
Jeni Arndt, Mayor

ATTEST:

DocuSigned by:  
*Anissa Hollingshead*  
\_\_\_\_\_  
924F243B639E429...  
City Clerk

Anissa Hollingshead  
\_\_\_\_\_  
(print name)

APPROVED AS TO FORM:

DocuSigned by:  
*Ingrid Decker*  
\_\_\_\_\_  
D7E943F6E3E244B...  
Senior Assistant City Attorney

Ingrid Decker  
\_\_\_\_\_  
(print name)



Item 25.



THE CITY OF LOVELAND, COLORADO,  
A Municipal Corporation

By: Stephen C. Adams  
Stephen C. Adams, City Manager

ATTEST:

Assistant City Clerk  
*[Signature]*

APPROVED AS TO FORM:

*[Signature]*  
Assistant City Attorney, *Noah Cecil*

Item 25.



ATTEST:

*W. Bryant*  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
LARIMER COUNTY, COLORADO

By: *Justin Stephens*  
Chair

APPROVED AS TO FORM:

*Winkler*  
County Attorney

Item 25.

**EXHIBIT "A"**

## Legal Description

**" Heaven's Door LLC Property"**

That portion of Sections 9, 10, 11, 14, 15, and 22, Township 5 North, Range 70 West of the 6th P.M., LARIMER COUNTY, COLORADO, described as follows:

Considering the East line of the Southeast 1/4 of Section 15, Township 5 North, Range 70 West of the 6th P.M., Larimer County, Colorado, as monumented at the East 1/4 corner with an obliterated cap on a 1" pipe, and at the Southeast corner with a 2" iron pipe, as bearing North 00°05'57" East and with all bearings contained herein relative thereto.

Beginning at the Southeast corner of said Section 15; thence along the South line of the Southeast 1/4 of said Section 15 South 87°34'44" West 2776.97 feet to the East line of the West 1/2 of said Section 22; thence along said East line South 00°06'55" East 3958.23 feet to the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 22; thence along said South line North 89°51'05" West 1312.60 feet to the West line of said Northeast 1/4 of the Southwest 1/4; thence along said West line and along the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 22 North 00°01'18" West 2605.05 feet to the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 22; thence along said South line South 89°37'07" West 1308.28 feet to the West line of said Northwest 1/4 of Section 212; thence along said West line North 00°04'33" East 1296.47 feet to the

Southwest corner of said Section 15; thence along the West line of said Section 15 North 01°58'15" West 5183.00 feet to the South line of the Southeast 1/4 of said Section 9; thence along said South line North 85°42'29" West 2495.14 feet to the South 1/4 corner of said Section 9; thence along the South line of the Southwest 1/4 of said Section 9 North 89°32'42" West 1264.97 feet to the West line of the East 1/2 of said Southwest 1/4 of Section 9; thence along said West line North 00°38'50" West 2451.39 feet to the North line of said East 1/2 of the Southwest 1/4 of Section 9; thence along said North line South 88°51'38" East 1191.37 feet to the West line of the Northeast 1/4 of said Section 9; thence along said West line North 02°26'47" West 1307.86 feet to the North line of the South 1/2 of said Northeast 1/4 of Section 9; thence along said North line South 88°18'50" East 2555.81 feet to

the West line of said Section 10; thence along the North line of the South 1/2 of the Northwest 1/4 of said Section 10 North 85°59'28" East 2787.97 feet to the East line of said Northwest 1/4 of Section 10; thence along the North line of the Southwest 1/4 of the Northeast 1/4 of said Section 10 North 85°59'02" East 402.77 feet to the Southwesterly right-of-line of

U.S. Highway 34; thence along said right-of-way line South 29°34'54" East 2575.00 feet and again North 62°18'01" East 10.00 feet to a point of intersection with a non-tangent curve concave Northeasterly, having a radius of 995.00 feet and a central angle of 57°57'08"; thence Southeasterly along the arc of said curve to the left from which the local tangent at the beginning point bears South 29°34'53" East, a distance of 1008.40 feet, said arc subtended by a chord which bears South 58°33'27" East a distance of 964.05 feet to the

point of intersection with a non-tangent line. Thence North 88°50'41" East a distance of 66.83 feet; thence South 01°14'34" West 20.00 feet; thence North 83°36'48" East 174.83 feet; thence North 78°40'25" East 171.32 feet to the Westerly line of Rock Ridge Ranch the following four courses and distances:

South 02°13'55" East 397.38 feet;  
 South 02°28'53" East 1052.42 feet;  
 South 03°08'01" East 1812.59 feet;  
 South 05°10'40" East 467.05 feet

to the South line of the Northwest 1/4 of said Section 14; thence along said South line North 89°58'54" West 235.66 feet to the East line of the Southeast 1/4 of said Section 15; thence along said East line South 00°05'57" West 2652.93 feet to the POINT OF BEGINNING.

EXCEPTING Tracts A, B, D and F as described in Deed recorded in Book 899 Page 438, and also EXCEPTING therefrom any portion of the above described land lying in the tracts of land as described in deeds recorded in Book 426 page 393, and Book 426 Page 399, records of said county. County of Larimer, State of Colorado

ALSO EXCEPTING those portions contained in Deeds recorded May 8, 1996 at Reception Number 96032350 and Reception Number 96032352.

Item 25.

## EXHIBIT "A"

### Legal Description

#### "Rose Trust Property"

#### DESCRIPTION – PARCEL 3:

That portion of the Southeast 1/4 of Section 10, and the Southwest 1/4 of Section 11, all in Township 5 North, Range 70 West of the 6th P.M., Larimer County, Colorado, described as follows:

Considering the East line of the Southeast 1/4 of Section 15, Township 5 North, Range 70 West of the 6th P.M., Larimer County Colorado as monumented at the East 1/4 corner with an obliterated cap on a 1" pipe, and at the Southeast corner with a 2" iron pipe, as bearing North 00°05'57" East and with all bearings contained herein relative thereto.

Commencing at the West 1/4 corner of Section 14, Township 5 North, Range 70 West of the 6th P.M.; thence along the South line of the Northwest 1/4 of said Section 14, South 89°58'54" East, a distance of 235.66 feet to the West line of Rock Ridge Ranch; thence along said West line North 05°10'40" West, a distance of 467.05 feet; thence North 03°08'01" West, a distance of 1812.59 feet; thence North 02°28'53" West, a distance of 624.78 feet to the TRUE POINT OF BEGINNING; thence leaving said West line, West a distance of 2152.74 feet to the Easterly right-of-way line of the Horsetooth Feeder Canal; thence along said Easterly right-of-way line North 02°20'06" West, a distance of 20.32 feet to a point of intersection with a non-tangent curve, concave Westerly, having a radius of 507.00 feet and a central angle of 22°25'02"; thence Northerly along the arc of said curve to the left, from which the local tangent at the beginning point bears North 01°33'33" East, a distance of 198.37 feet, said arc subtended by a chord which bears North 09°38'59" West, a distance of 197.10 feet to the point of intersection with a non-tangent line; thence North 24°38'03" West, a distance of 56.94 feet to a point of intersection with a non-tangent curve, concave Easterly, having a radius of 448.00 feet and a central angle of 16°08'44"; thence Northwesterly along the arc of said curve to the right, from which the local tangent at the beginning point bears North 23°31'40" West, a distance of 126.24 feet, said arc subtended by a chord which bears North 15°27'18" West, a distance of 125.83 feet to the point of intersection with a non-tangent line; thence North 08°35'39" West, a distance of 286.11 feet; thence leaving said Easterly right-of-way line North 81°24'01" East, a distance of 1469.37 feet to the Southwesterly right-of-way line of U.S. Highway 34 and a point of intersection with a non-tangent curve, concave Northerly, having a radius of 995.00 feet and a central angle of 23°26'53"; thence along said right-of-way Southeasterly along the arc of said curve to the left, from which the local tangent at the beginning point bears South 63°54'06" East, a distance of 407.20 feet, said arc subtended by a chord which bears South 75°37'33" East, a distance of 404.36 feet to the point of intersection with a non-tangent line; thence North 88°50'41" East, a distance of 66.83 feet; thence South 01°14'34" West, a distance of 20.00 feet; thence North 83°36'48" East, a distance of 174.83 feet; thence North 78°40'25" East, a distance of 171.32 feet to said Westerly line of Rock Ridge Ranch; thence along said Westerly line South 02°13'55" East, a distance of 397.38 feet; thence South 02°28'53" East, a distance of 427.65 feet to the TRUE POINT OF BEGINNING, County of Larimer, State of Colorado.

#### DESCRIPTION – PARCEL 6:

That portion of the Northeast 1/4 of Section 15, and the Northwest 1/4 of Section 14, all in Township 5 North, Range 70 West of the 6th P.M., Larimer County, Colorado, described as follows:

Considering the East line of the Southeast 1/4 of Section 15, Township 5 North, Range 70 West of the 6th P.M., Larimer County Colorado as monumented at the East 1/4 corner with an obliterated cap on a 1" pipe, and at the Southeast corner with a 2" iron pipe, as bearing North 00°05'57" East and with all bearings contained herein relative thereto.

Commencing at the West 1/4 corner of said Section 14; thence along the South line of the Northwest 1/4 of said Section 14 South 89°58'54" East, a distance of 235.66 feet to the West line of Rock Ridge Ranch; thence along said West line North 05°10'40" West, a distance of 467.05 feet to the TRUE POINT OF BEGINNING; thence leaving said West line South 88°25'58" West, a distance of 2032.58 feet to the Easterly right-of-way line of the Horsetooth Feeder Canal; thence along said Easterly right-of-way line North 06°32'03" East, a distance of 161.47 feet to a point of intersection with a non-tangent curve, concave Westerly, having a radius of 697.96 feet and a central angle of 16°42'36"; thence Northerly

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**EXHIBIT "A"****Legal Description**

along the arc of said curve to the left, from which the local tangent at the beginning point bears North 03°56'59" East, a distance of 203.56 feet, said arc subtended by a chord which bears North 04°24'19" West, a distance of 202.84 feet to the point of intersection with a non-tangent line; thence North 16°14'10" West, a distance of 63.58 feet to the beginning of a curve, concave Easterly, having a radius of 447.96 feet and a central angle of 15°11'00"; thence Northerly along the arc of said curve to the right, a distance of 118.71 feet, said arc subtended by a chord which bears North 08°38'40" West, a distance of 118.36 feet to the point of intersection with a non-tangent line; thence North 01°02'03" West, a distance of 282.25 feet; thence North 00°01'22" West, a distance of 44.66 feet; thence leaving said Easterly right-of-way line East, a distance of 2025.25 feet to said West line of Rock Ridge Ranch; thence along said West line South 03°08'01" East, a distance of 813.22 feet to the TRUE POINT OF BEGINNING, County of Larimer, State of Colorado.

**DESCRIPTION – PARCEL 9:**

That portion of the Southeast 1/4 of Section 15, Township 5 North, Range 70 West of the 6th P.M., Larimer County, Colorado, described as follows:

Considering the East line of the Southeast 1/4 of Section 15, Township 5 North, Range 70 West of the 6th P.M., Larimer County Colorado as monumented at the East 1/4 corner with an obliterated cap on a 1" pipe, and at the Southeast corner with a 2" iron pipe, as bearing North 00°05'57" East and with all bearings contained herein relative thereto.

Beginning at the Southeast corner of said Section 15; thence along the South line of the Southeast 1/4 of said Section 15 South 87°34'44" West, a distance of 1157.92 feet to the Easterly line of Tract F of the Horsetooth Feeder Canal; thence along said Easterly line North 01°19'35" East, a distance of 823.78 feet; thence North 35°16'00" West, a distance of 484.20 feet; thence North 54°44'00" East, a distance of 119.10 feet; thence leaving said Easterly line North 89°13'36" East, a distance of 1322.44 feet to the East line of the Southeast 1/4 of said Section 15; thence along said East line South 00°05'57" West, a distance of 1256.60 feet to the POINT OF BEGINNING, County of Larimer, State of Colorado.



## EXHIBIT "A"

### Legal Description

#### " Eagle Trust Property"

#### DESCRIPTION – PARCEL 1:

That portion of Section 10, Township 5 North, Range 70 West of the 6th P.M., Larimer County, Colorado, described as follows:

Considering the East line of the Southeast 1/4 of Section 15, Township 5 North, Range 70 West of the 6th P.M., Larimer County Colorado as monumented at the East 1/4 corner with an obliterated cap on a 1" pipe, and at the Southeast corner with a 2" iron pipe, as bearing North 00°05'57" East and with all bearings contained herein relative thereto.

Beginning at the Northwest corner of the Southwest 1/4 of the Northeast 1/4 of said Section 10; thence along the North line of said Southwest 1/4 of the Northeast 1/4 North 85°59'02" East, a distance of 402.77 feet to the Southwesterly right-of-way of U.S. Highway 34; thence along said Southwesterly right-of-way line South 29°34'54" East, a distance of 1564.25 feet; thence leaving said right-of-way line South 60°25'06" West, a distance of 269.62 feet; thence South 79°06'30" West, a distance of 389.02 feet; thence South 57°27'01" West, a distance of 460.18 feet to the Easterly right-of-way line of the Horsetooth Feeder Canal; thence along said Easterly right-of-way line North 32°42'37" West, a distance of 486.71 feet to a point of intersection with a non-tangent curve, concave Easterly, having a radius of 257.00 feet and a central angle of 31°02'17"; thence Northwesterly along the arc of said curve to the right, from which the local tangent at the beginning point bears North 32°29'22" West, a distance of 139.22 feet, said arc subtended by a chord which bears North 16°58'13" West, a distance of 137.53 feet to the point of intersection with a non-tangent line; thence North 01°54'11" West, a distance of 22.31 feet to a point of intersection with a non-tangent curve, concave Southwesterly, having a radius of 411.50 feet and a central angle of 46°18'03"; thence Northerly along the arc of said curve to the left, from which the local tangent at the beginning point bears North 01°13'44" West, a distance of 332.53 feet, said arc subtended by a chord which bears North 24°22'45" West, a distance of 323.56 feet to the point of intersection with a non-tangent line; thence North 47°58'04" West, a distance of 358.55 feet; thence North 41°56'26" East, a distance of 646.90 feet; thence North 04°00'34" West, a distance of 199.60 feet to the North line of the South 1/2 of the Northwest 1/4 of said Section 10; thence along said North line 85°59'26" East, a distance of 116.40 feet to the TRUE POINT OF BEGINNING, County of Larimer, State of Colorado.

#### DESCRIPTION – PARCEL 4:

That portion of the Southeast 1/4 of Section 10, and the Southwest 1/4 of Section 11, and the Northeast 1/4 of Section 15, and the Northwest 1/4 of Section 14, all in Township 5 North, Range 70 West of the 6th P.M., Larimer County, Colorado, described as follows:

Considering the East line of the Southeast 1/4 of Section 15, Township 5 North, Range 70 West of the 6th P.M., Larimer County Colorado as monumented at the East 1/4 corner with an obliterated cap on a 1" pipe, and at the Southeast corner with a 2" iron pipe, as bearing North 00°05'57" East and with all bearings contained herein relative thereto.

Commencing at the W 1/4 corner of said Section 14; thence along the South line of the Northwest 1/4 of said Section 14, South 89°58'54" East, a distance of 235.66 feet to the West line of Rock Ridge Ranch; thence along said West line North 05°10'40" West, a distance of 467.05 feet; thence North 03°08'01" West, a distance of 1633.84 feet to the TRUE POINT OF BEGINNING; thence leaving said West line, West a distance of 2122.47 feet to the Easterly right-of-way of the Horsetooth Feeder Canal; thence along said Easterly right-of-way line North 08°34'59" West, a distance of 93.34 feet to a point of intersection with a non-tangent curve, concave Easterly, having a radius of 66.00 feet and a central angle of 25°58'39"; thence Northerly along the arc of said curve to the right, from which the local tangent at the beginning point bears North 06°38'19" West a distance of 29.92 feet, said arc subtended by a chord which bears North 06°21'00" East, a distance of 29.67 feet to the point of intersection with a non-tangent line; thence North 17°08'39" East, a distance of 97.68 feet to a point of intersection with a non-tangent curve, concave Westerly, having a radius of 411.50 feet and a central angle of 38°29'53"; thence Northerly along the arc of said curve to the left, from which the local tangent at the beginning

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## EXHIBIT "A"

### Legal Description

point bears North 14°03'19" East, a distance of 276.50 feet, said arc subtended by a chord which bears North 05°11'39" West, a distance of 271.32 feet to the point of intersection with a non-tangent line; thence North 21°09'41" West, a distance of 86.23 feet to a point of intersection with a non-tangent curve, concave Easterly, having a radius of 448.00 feet and a central angle of 18°57'22"; thence Northerly along the arc of said curve to the right, from which the local tangent at the beginning point bears North 19°33'13" West, a distance of 148.22 feet, said arc subtended by a chord which bears North 10°04'32" West, a distance of 147.54 feet to the point of intersection with a non-tangent line; thence Northerly 02°20'06" West, a distance of 91.75 feet; thence leaving said Easterly right-of-way line, East, a distance of 2152.74 feet to said West line of Rock Ridge Ranch; thence along said West line South 02°28'53" East, a distance of 803.53 feet to the TRUE POINT OF BEGINNING, County of Larimer, State of Colorado.

#### DESCRIPTION – PARCEL 7:

That portion of the East 1/2 of Section 15, and the West 1/2 of Section 14, all in Township 5 North, Range 70 West of the 6th P.M., Larimer County, Colorado, described as follows:

Considering the East line of the Southeast 1/4 of Section 15, Township 5 North, Range 70 West of the 6th P.M., Larimer County Colorado as monumented at the East 1/4 corner with an obliterated cap on a 1" pipe, and at the Southeast corner with a 2" iron pipe, as bearing North 00°05'57" East and with all bearings contained herein relative thereto.

Commencing at the Southeast corner of said Section 15; thence along the East line of said Southeast 1/4 of said Section 15 North 00°05'57" East, a distance of 2229.83 feet to the TRUE POINT OF BEGINNING; thence West, a distance of 1685.71 feet to the Easterly right-of-way line of Horsetooth Feeder Canal; thence along said Easterly right-of-way line North 07°05'55" West, a distance of 235.69 feet to a point of intersection with a non-tangent curve, concave Westerly, having a radius of 945.90 feet and a central angle of 06°56'40"; thence Northerly along the arc of said curve to the left, from which the local tangent at the beginning point bears North 07°43'43" West, a distance of 114.65 feet, said arc subtended by a chord which bears North 11°12'03" West, a distance of 114.58 feet to a point of intersection with a non-tangent curve, concave Westerly, having a radius of 1195.90 feet and a central angle of 03°25'31"; thence Northerly along the arc of said curve to the left, from which point the local tangent at the beginning point bears North 11°26'22" West, a distance of 71.49 feet, said arc subtended by a chord which bears North 13°09'07" West, a distance of 71.48 feet to the point of intersection with a non-tangent line; thence North 15°00'46" West, a distance of 309.38 feet to the beginning of a curve, concave Easterly, having a radius of 250.00 feet and a central angle of 21°32'49"; thence Northerly along the arc of said curve to the right, a distance of 94.02 feet, said arc subtended by a chord which bears North 04°14'24" West, a distance of 93.46 feet to the point of intersection with a non-tangent line; thence North 06°32'03" East, a distance of 24.84 feet; thence leaving said Easterly right-of-way line North 88°25'58" East, a distance of 2032.58 feet to the West line of Rock Ridge Ranch; thence along said West line South 05°10'40" East, a distance of 467.05 feet to the South line of the

Northwest 1/4 of said Section 14; thence along said South line North 89°58'54" West, a distance of 235.66 feet to said East line of the Southeast 1/4 of Section 15; thence along said East line South 00°05'57" West, a distance of 423.10 feet to the TRUE POINT OF BEGINNING, County of Larimer, State of Colorado.

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## EXHIBIT "A"

### Legal Description

#### "KSL Real Estate LLC Property"

##### Parcel I:

The SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 14, Township 5 North, Range 70 West of the 6th P.M., together with a tract of land situate in the SW  $\frac{1}{4}$  of Section 14, Township 5 North, Range 70 West of the 6th P.M., Larimer County, Colorado, being more particularly described as follows:

Considering the South line of the SW  $\frac{1}{4}$  of said Section 14 as bearing South 89°10'40" East and with all bearings contained herein relative thereto:

Beginning at the SW corner of said Section 14, thence along the West line of the SW  $\frac{1}{4}$  of said Section 14, North 00°46'27" East 1325.52 feet to the SW corner of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 14 as monumented in the field, thence along the South line of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 14, South 89°15'21" East 792.70 feet to the true point of beginning, thence continuing along said South line South 89°15'21" East 569.59 feet to the SW corner of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 14 as monumented in the field, thence along the East line of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 14, North 00°11'57" East 120.00 feet, thence North 89°15'21" West 200.00 feet, thence South 74°06'50" West 384.34 feet, thence South 01°46'15" West 10.00 feet to the true point of beginning, County of Larimer, State of Colorado.

Together with access to the SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$  and NW  $\frac{1}{4}$  of SW  $\frac{1}{4}$  in accordance with the following described easement:  
ROAD EASEMENT A

A 60.00 feet ingress, egress easement being 30.00 feet on each side of the following described centerline: Considering the North line of the NW  $\frac{1}{4}$  of Section 23, Township 5 North, Range 70 West of the 6th P.M., Larimer County, Colorado as bearing South 89°10'40" East and with all bearings contained herein relative thereto: Beginning at the North  $\frac{1}{4}$  corner of said Section 23; thence along the North line of said NW  $\frac{1}{4}$  North 89°10'40" West 30.00 feet to the true point of beginning of said centerline of said easement; thence along said centerline the thirteen (13) following courses and distances: North 00°22'26" West 95.20 feet; North 21°50'20" West 56.40 feet; North 69°38'13" West 62.90 feet; South 82°53'28" West 57.70 feet; South 60°29'23" West 101.20 feet; South 54°07'20" West 396.20 feet; South 41°43'26" West 381.40 feet; South 65°59'53" West 195.80 feet; North 88°44'22" West 191.40 feet; North 66°37'11" West 220.71 feet; North 56°06'01" West 275.00 feet; North 40°06'39" West 347.50 feet; North 89°10'40" West 899.60 feet to the end of said centerline of said easement, County of Larimer, State of Colorado.

##### Parcel II:

The NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 14, Township 5 North, Range 70 West of the 6th P.M., County of Larimer, State of Colorado, except that portion of the above described land as conveyed in Warranty Deed recorded November 20, 1990 at Reception No. 90053166, County of Larimer, State of Colorado.

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## EXHIBIT B

**Heaven's Door Ranch Conservation Project****Draft IGA Cost Data***Costs are Estimates and are subject to change*

Property	Acres	Larimer County	Fort Collins	Loveland	Total
Heaven's Door Ranch Fee Purchase					
Land Acquisition	1,547	\$7,750,000	\$750,000	\$500,000	\$9,000,000
Closing Costs		\$8,080			\$8,080
Environmental Assessment		\$4,000			\$4,000
Inspection		\$2,270			\$2,270
Subtotal					\$9,014,350
Heaven's Door Ranch Conservation Easement					
Easement Acquisition			\$750,000	\$500,000	
Baseline Report			\$6,000	\$6,000	\$12,000
Mineral Remoteness Report			\$1,250	\$1,250	\$2,500
CE Closing Costs			\$500	\$500	\$1,000
Subtotal					\$15,500
<b>Grand TOTALS</b>	<b>1547</b>	<b>\$7,764,350</b>	<b>\$757,750</b>	<b>\$507,750</b>	<b>\$9,029,850</b>

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## EXHIBIT "C"

### Excluded Parcels

#### DESCRIPTION – PARCEL 8:

That portion of the Southeast 1/4 of Section 15, Township 5 North, Range 70 West of the 6th P.M., Larimer County, Colorado, described as follows:

Considering the East line of the Southeast 1/4 of Section 15, Township 5 North, Range 70 West of the 6th P.M., Larimer County Colorado as monumented at the East 1/4 corner with an obliterated cap on a 1" pipe, and at the Southeast corner with a 2" iron pipe, as bearing North 00°05'57" East and with all bearings contained herein relative thereto.

Commencing at the Southeast corner of said Section 15; thence along the East line of the Southeast 1/4 of said Section 15 North 00°05'57" East, a distance of 1256.60 feet to the TRUE POINT OF BEGINNING; thence South 89°13'36" West, a distance of 1322.44 feet to the Easterly right-of-way line of the Horsetooth Feeder Canal; thence along said Easterly right-of-way line North 00°52'01" West, a distance of 150.10 feet; thence South 89°08'00" West, a distance of 205.00 feet; thence North 00°52'00" West, a distance of 137.30 feet; to the beginning of a curve, concave Westerly, having a radius of 799.10 feet and a central angle of 15°49'22", thence Northerly along the arc of said curve to the left, a distance of 220.68 feet, said arc subtended by a chord which bears North 08°46'41" West, a distance of 219.98 feet to the point of intersection with a non-tangent line; thence North 17°19'22" West, a distance of 250.42 feet; to a point of intersection with a non-tangent curve, concave Easterly, having a radius of 1020.90 feet and a central angle of 09°02'59", thence Northerly along the arc of said curve to the right, from which the local tangent at the beginning point bears North 16°14'27" West, a distance of 161.25 feet, said arc subtended by a chord which bears North 11°42'57" West, a distance of 161.08 feet to the point of intersection with a non-tangent line; thence North 07°05'56" West, a distance of 93.33 feet; thence leaving said Easterly right-of-way line East, a distance of 1685.71 feet to said East line of the Southeast 1/4 of Section 15; thence along said East line, South 00°05'57" West, a distance of 973.23 feet, to the TRUE POINT OF BEGINNING, County of Larimer, State of Colorado.

#### DESCRIPTION – PARCEL 9:

That portion of the Southeast 1/4 of Section 15, Township 5 North, Range 70 West of the 6th P.M., Larimer County, Colorado, described as follows:

Considering the East line of the Southeast 1/4 of Section 15, Township 5 North, Range 70 West of the 6th P.M., Larimer County Colorado as monumented at the East 1/4 corner with an obliterated cap on a 1" pipe, and at the Southeast corner with a 2" iron pipe, as bearing North 00°05'57" East and with all bearings contained herein relative thereto.

Beginning at the Southeast corner of said Section 15; thence along the South line of the Southeast 1/4 of said Section 15 South 87°34'44" West, a distance of 1157.92 feet to the Easterly line of Tract F of the Horsetooth Feeder Canal; thence along said Easterly line North 01°19'35" East, a distance of 823.78 feet; thence North 35°16'00" West, a distance of 484.20 feet; thence North 54°44'00" East, a distance of 119.10 feet; thence leaving said Easterly line North 89°13'36" East, a distance of 1322.44 feet to the East line of the Southeast 1/4 of said Section 15; thence along said East line South 00°05'57" West, a distance of 1256.60 feet to the POINT OF BEGINNING, County of Larimer, State of Colorado.

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## EXHIBIT "C"

### Excluded Parcels

#### Parcel I:

The SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 14, Township 5 North, Range 70 West of the 6th P.M., together with a tract of land situate in the SW  $\frac{1}{4}$  of Section 14, Township 5 North, Range 70 West of the 6th P.M., Larimer County, Colorado, being more particularly described as follows:

Considering the South line of the SW  $\frac{1}{4}$  of said Section 14 as bearing South 89°10'40" East and with all bearings contained herein relative thereto:

Beginning at the SW corner of said Section 14, thence along the West line of the SW  $\frac{1}{4}$  of said Section 14, North 00°46'27" East 1325.52 feet to the SW corner of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 14 as monumented in the field, thence along the South line of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 14, South 89°15'21" East 792.70 feet to the true point of beginning, thence continuing along said South line South 89°15'21" East 569.59 feet to the SW corner of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 14 as monumented in the field, thence along the East line of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 14, North 00°11'57" East 120.00 feet, thence North 89°15'21" West 200.00 feet, thence South 74°06'50" West 384.34 feet, thence South 01°46'15" West 10.00 feet to the true point of beginning, County of Larimer, State of Colorado.

Together with access to the SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$  and NW  $\frac{1}{4}$  of SW  $\frac{1}{4}$  in accordance with the following described easement:  
ROAD EASEMENT A

A 60.00 feet ingress, egress easement being 30.00 feet on each side of the following described centerline: Considering the North line of the NW  $\frac{1}{4}$  of Section 23, Township 5 North, Range 70 West of the 6th P.M., Larimer County, Colorado as bearing South 89°10'40" East and with all bearings contained herein relative thereto: Beginning at the North  $\frac{1}{4}$  corner of said Section 23; thence along the North line of said NW  $\frac{1}{4}$  North 89°10'40" West 30.00 feet to the true point of beginning of said centerline of said easement; thence along said centerline the thirteen (13) following courses and distances: North 00°22'26" West 95.20 feet; North 21°50'20" West 56.40 feet; North 69°38'13" West 62.90 feet; South 82°53'28" West 57.70 feet; South 60°29'23" West 101.20 feet; South 54°07'20" West 396.20 feet; South 41°43'26" West 381.40 feet; South 65°59'53" West 195.80 feet; North 88°44'22" West 191.40 feet; North 66°37'11" West 220.71 feet; North 56°06'01" West 275.00 feet; North 40°06'39" West 347.50 feet; North 89°10'40" West 899.60 feet to the end of said centerline of said easement, County of Larimer, State of Colorado.

#### Parcel II:

The NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 14, Township 5 North, Range 70 West of the 6th P.M., County of Larimer, State of Colorado, except that portion of the above described land as conveyed in Warranty Deed recorded November 20, 1990 at Reception No 90053166, County of Larimer, State of Colorado.



**EXHIBIT "D"**

## Conservation Easement Template

**DEED OF CONSERVATION EASEMENT****FROM****LARIMER COUNTY, GRANTOR****TO****CITY OF FORT COLLINS AND CITY OF LOVELAND, GRANTEE**

This DEED OF CONSERVATION EASEMENT ("Deed" or "Conservation Easement" or "Easement") is granted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the Board of County Commissioners of Larimer County, Colorado, a governmental subdivision of the state of Colorado, having its principal address at 200 West Oak Street, Fort Collins, CO 80521, (hereinafter referred to as "**Grantor**"), to and for the benefit of City of Fort Collins, Colorado, a Colorado municipal corporation, having its principal address at P.O. Box 580, Fort Collins, CO 80522 and the City of Loveland, Colorado, a Colorado municipal corporation, having its principal address at 500 E. 3<sup>rd</sup> Street, Loveland, CO 80537 (jointly hereinafter referred to as "**Grantee**"). (Grantor and Grantee may be individually referred to herein as a "**Party**" and collectively referred to herein as "**Parties**.") The following exhibits are attached hereto and are incorporated by reference:<sup>1</sup>

- |            |   |  |
|------------|---|--|
| Exhibit A  | - | Legal Description of Property  |
| Exhibit B  | - | Survey Map of Property [including Surveyed Building Envelope(s), trails, roads, and other features designated herein]. |
| Exhibit C  | - | Baseline Acknowledgement   |
| Exhibit D  | - | Water Rights   |
| [Exhibit X | - | XYZ]   |

**RECITALS:**

A. Property. Grantor is the sole owner in fee simple of approximately \_\_\_\_ acres of real property located in Larimer County, Colorado more particularly described in **Exhibit A<sup>2</sup>** attached hereto and generally depicted on the map attached hereto as **Exhibit B** (the "**Property**"). Hereinafter, "**Grantor**" means the Grantor described above and successors to, and transferees and assigns of, Grantor's interest in the Property.

B. Conservation Values. The Property possesses **relatively natural wildlife and plant habitat, significant open space, agricultural land, water or cultural resources, educational, recreational and scenic and other aesthetic and ecological values** (the "**Conservation Values**") of great importance to Grantor, Grantee, the people of Larimer County and the people of the State of Colorado.

In particular, the Property contains the following characteristics which are also included within the definition of Conservation Values.

- i. The property is in a natural state with the exception of \_\_\_\_\_.
- ii. Other important habitat features include \_\_\_\_\_.
- iii. The Property is highly visible from \_\_\_\_\_.

<sup>1</sup> The names of the Parties should appear in identical form listed in the title commitment (including proper corporate form, as determined by the Colorado Secretary of State's website, a.k.a., d.b.a., etc. as applicable).

<sup>2</sup> Check the attached legal description against the title commitment and the vesting deed for the Property.

**EXHIBIT "D"**

## Conservation Easement Template

- iv. The Property provides habitat and migration corridors for a broad range of wildlife species, including bighorn sheep, elk, deer, turkeys, black bears, mountain lions, bobcats, coyotes, foxes, and numerous small mammals and birds.

- v. <sup>3</sup>

C. Conservation of this property is consistent with the following federal, state and local governmental policies:

- i. C.R.S. § 33-1-101, et seq., provides in relevant part that "it is the declared policy of the State of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and its visitors."
- ii. C.R.S. § 38-30.5-101, et seq., provides for the establishment of conservation easements to maintain land "in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural, horticultural, wetlands, recreational, forest, or other use or condition consistent with the protection of open land, environmental quality or life-sustaining ecological diversity, or appropriate to the conservation and preservation of buildings, sites, or structures having historical, architectural, or cultural interest or value."
- iii. ...

D. Baseline Documentation Report. The Conservation Values are further documented in a written description of the property's condition as of the Effective Date, dated \_\_\_\_\_, prepared by \_\_\_\_\_, reviewed, approved, and signed by the Parties, kept on file with both Parties, and incorporated into this Conservation Easement by this reference (the "**Baseline Documentation**"). The Baseline Documentation consists of reports, maps, photographs and other documentation that Grantor and Grantee acknowledge provide, collectively, an accurate representation of the Property at the time of the Effective Date, and the Parties have acknowledged the same in a signed statement, a copy of which is attached as **Exhibit C**, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Conservation Easement and assuring that any future changes to the Property are consistent with the Purpose as described in **Section 1** below. The Parties agree that the existence of the Baseline Report shall in no way limit the Parties' ability to use other pertinent information in resolving any controversy that may arise with respect to the condition of the Property as of the Effective Date.

E. Grantee is a governmental subdivision of the State of Colorado, with an open space program dedicated to land conservation, and a "qualified organization" under I.R.C. § 170(h) and Treas. Reg. § 1.170A-14(c), whose primary purpose is to preserve and protect significant open space, natural areas, wildlife habitat, and develop parks and trails for present and future generations.

F. Grantee is qualified to hold conservation easements as a governmental entity under C.R.S. § 38-30.5-104. Grantee is certified as license number CE0035 by the State of Colorado's Division of Real Estate pursuant to C.R.S. § 12-61-724 and 4 C.C.R. 725-4, Chapter 2, to hold conservation easements for which a tax credit is claimed.

G. Grantor intends to create a conservation easement under C.R.S. § 38-30.5-101, et seq., and Grantee agrees, by accepting this Deed, to preserve and protect in perpetuity the Conservation Values for the benefit of this and future generations.

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NOW, THEREFORE, in consideration of the recitals set forth above, and the mutual promises, covenants, terms, conditions, and restrictions contained herein, and for Grantor's charitable donation of a portion of the fair market value of the Deed for which Grantee did not provide goods or services to Grantor, and for Grantee's payment of \_\_\_\_\_ Dollars (\$\_\_\_\_), and pursuant to the laws of the State of Colorado and, in particular, C.R.S. § 38-30.5-101, et seq., Grantor hereby voluntarily grants and conveys to Grantee, its successors and assigns, and Grantee hereby voluntarily accepts, a perpetual conservation easement in gross, an immediately vested interest in real property, over the Property, of the nature and character and to the extent hereinafter set forth.

**1. PURPOSE.** The purpose of this Conservation Easement is to preserve and protect in perpetuity the Conservation Values of the Property as they exist on the Effective Date and as they may evolve in the future, in accordance with I.R.C. § 170(h), Treas. Reg. § 1.170A-14 and C.R.S. § 38-30.5-101 et seq. ("**Purpose**"). To effectuate the Purpose, Grantor and Grantee agree: (i) to allow those uses of the Property that are expressly permitted by this Deed, subject to any limitations or restrictions stated herein, and those uses of the Property that do not materially adversely affect the Conservation Values; and (ii) to prevent any use of the Property that is expressly prohibited by this Deed or will materially adversely affect the Conservation Values.

**2. RIGHTS OF GRANTEE.** To accomplish the Purpose of this Conservation Easement, in addition to the rights described in C.R.S. § 38-30.5-101, et seq., and the rights of Grantee described elsewhere in this Deed, the following rights are granted to Grantee by this Deed:

A. The right to preserve and protect the Conservation Values of the Property in perpetuity;

B. The right to enter upon the Property at reasonable times in order to monitor Grantor's compliance with, and if necessary to enforce, the terms of this Deed, provided that Grantee shall provide reasonable prior notice to Grantor, except that such notice shall not be required in the event Grantee reasonably determines that immediate entry upon the Property is necessary to prevent or mitigate a violation of this Deed, in which case a reasonable attempt will be made by Grantee to notify Grantor prior to entry. Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property when exercising any such rights; and

C. The right to prevent any activity on or use of the Property that is inconsistent with the Purpose or the express terms of this Conservation Easement and to require or undertake the restoration of such areas or features of the Property as may be damaged by any inconsistent activity or use; and

D. The right to require Grantor to consult with Grantee regarding the negotiations of any and all agreements between Grantor and third parties that may impact or disturb any portion of the surface of the Property, including, but not limited to, easement agreements, utility easements, right-of-way agreements, surface use agreements, and lease agreements (other than those specifically related to the agricultural and recreational operations of the Property), and to have the right to approve any such agreement prior to such agreement being executed. Nothing herein is intended to require Grantee to approve any action or agreement that is inconsistent with the terms of this Deed.

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**3. RESERVED RIGHTS AND PERMITTED USES.**<sup>4</sup> Subject to the terms of this Deed, Grantor reserves all rights accruing from Grantor's ownership of the Property, including (i) the right to engage in or permit or invite others to engage in all uses of the Property that are expressly permitted by this Deed, subject to any limitations or restrictions stated herein, and those uses of the Property that do not materially adversely affect the Conservation Values; and (ii) to retain the economic viability of the Property and retain income derived from the Property from all sources that are consistent with the terms of this Deed. Grantor may not, however, exercise these retained rights in a manner that is expressly prohibited by this Deed or that materially adversely affects the Conservation Values. Without limiting the generality of the foregoing, Grantor reserves the specific rights set forth below.

A. The right to exclude any member of the public from trespassing on the Property;

B. Right to Convey. The right to sell, give, lease, bequeath, devise, mortgage, or otherwise encumber or convey the Property to anyone Grantor may choose subject to the following: (i) any lease, deed, or other conveyance or encumbrance is subject to this Deed, and any such document shall specifically incorporate the terms and conditions of this Deed by reference to this Deed; (ii) any lease or deed or other conveyance document shall specifically state which reserved rights have been exercised, if at all, and which reserved rights are specifically allocated to the new owner; and (iii) notice of any proposed conveyance or encumbrance as set forth in this **Section 3B** shall be subject to the provisions of **Section 15 (Transfer of the Property)** of this Deed.

C. Land Stewardship. To accomplish the preservation and protection of the Conservation Values in perpetuity, Grantor shall operate, manage and maintain the Property in a manner that promotes the continued viability of the conservation values on the Property while maintaining any permissible productive uses of the Property, subject to the provisions of **Section 5 (Land Stewardship Plan)** of this Deed. Specifically, Grantor agrees to conduct the activities listed below in a manner consistent with the Purpose. Notwithstanding the foregoing, Grantor and Grantee recognize that changes in economic conditions, in agricultural technologies, in accepted farm, ranch and forest management practices, and in the situation of Grantor may result in an evolution of agricultural, silvicultural, and other uses of the Property, and such uses are permitted if they are consistent with the Purpose.

(1) Habitat Management. Grantor may conduct any activities to create, maintain, restore, or enhance wildlife habitat and native biological communities on the Property, provided that such activities do not have more than a limited, short term adverse effect on the Conservation Values. Prior to any such activities, Grantor must first notify Grantee and obtain Grantee's approval in accordance with **Section 6 (Grantor Notice and Grantee Approval)** of this Deed.

(2) Agriculture. Grantor reserves the right to [list all permitted agricultural uses such as irrigating and fertilizing forage crops, raising and cultivating forage crops and grazing cattle, sheep and other livestock in reasonably numbers, provided that such activity does not result in overgrazing or material environmental degradation of the Property]. Grantor shall conduct all agricultural activities using stewardship and management methods that preserve the natural

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resources upon which agriculture is based. Long-term stewardship and management goals include preserving soil productivity, maintaining natural stream channels, preventing soil erosion, minimizing invasive species, avoiding unsustainable livestock grazing practices, and minimizing loss of vegetative cover.

(3) **Timber Management.** Grantor may plant non-invasive trees on the Property. Trees may be cut to control insects and disease, to control invasive non-native species, to prevent personal injury and property damage, to promote forest health, and for fire mitigation purposes including limited and localized tree and vegetation thinning and the creation of defensible space for permitted improvements. Dead trees may also be cut for firewood and other uses on the Property. Any large scale fire mitigation activities or commercial timber harvesting on the Property shall be conducted on a sustainable yield basis and in substantial accordance with a forest management plan prepared by a competent professional forester. Any large-scale fire mitigation activities or timber harvesting shall be conducted in a manner that is consistent with the Purpose. A copy of the forest management plan shall be approved by Grantee.

(4) **Recreational Activities.** Grantor reserved the right to engage in non-commercial, non-motorized passive recreational activities, such as horseback riding, hiking, cross-country skiing, snowshoeing, and other similar low-impact recreational uses, to be enjoyed solely by Grantor, and Grantor's family and guests. Fishing and hunting are also permitted, so long as they are undertaken in compliance with applicable state and federal laws and regulations and pursued in a manner that is consistent with the Purpose. Trails are permitted only in accordance with **Section 3C(6) (Roads and Trails)** of this Deed.

(5) **Residential and Non-Residential Improvements.** Improvements existing as of the Effective Date, specifically \_\_\_\_\_ within a \_\_\_\_\_ ( ) acre Surveyed Building Envelope are permitted, and Grantor may maintain, repair, replace and reasonably enlarge such improvements in their current locations without Grantee's approval. Grantor reserves the right to construct or place Residential Improvements and Non-Residential Improvements, as defined below, subject to **Section 3C(5)(a) (Surveyed Building Envelope)** below. For any such improvements, Grantor shall provide prior notice to Grantee in accordance with **Section 6** of this deed, including confirmation that all construction and placement will be wholly contained within the Surveyed Building Envelope. Once constructed, Grantor may maintain, repair, replace, and reasonably enlarge such new improvements in their initially-constructed locations without Grantee's approval.

**"Residential Improvements"** shall mean those covered improvements containing habitable space intended for full or part-time human habitation, including but not limited to, homes, cabins, guest houses, mobile homes, yurts, tepees, and any space attached to any such improvement such as a garage or covered porch.

**"Non-Residential Improvements"** shall mean all other covered or uncovered agricultural or non-residential improvements that are not intended for human habitation, including but not limited to, barns, hay storage areas, machine shops, sheds, free-standing garages, well houses, outhouses, gazebos, picnic areas, sport courts, pools, outdoor kitchens, parking areas, and indoor and outdoor riding arenas. Grantor reserves the right to \_\_\_\_\_ construct \_\_\_\_\_ Minor \_\_\_\_\_ Non-Residential

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Improvements, defined below, without Grantee's approval. "**Minor Non-Residential Improvements**" shall mean minor agricultural or non-residential improvements, including but not limited to, fences (subject to the terms of **Section 3C(7) (Fences)**), corrals, hayracks, cisterns, stock tanks, stock ponds, troughs, fenced hay stacks, livestock feeding stations, hunting blinds, wildlife viewing platforms, sprinklers, water lines, water wells, ditches, information kiosks, trail markers and trash receptacles.

(a) Surveyed Building Envelope. Grantor has designated a building envelope that has been surveyed and consists of \_\_\_\_ acres in size, in the location depicted on **Exhibit B** (the "**Surveyed Building Envelope**"). Following notice to the Grantee pursuant to **Section 6** of this deed and confirmation that all construction will be wholly within the Surveyed Building Envelope, Grantor may construct, place, replace or enlarge Residential and Non-Residential Improvements within the Surveyed Building Envelope subject to the following limitations:

- (i) \_\_\_\_ maximum number of improvements
- (ii) \_\_\_\_ maximum square footage for each improvement and cumulative
- (iii) \_\_\_\_ maximum height of improvements
- (iv) Other

(b) Outside of the Surveyed Building Envelope. No construction or placement of Residential Improvements is allowed outside the Surveyed Building Envelope. Following notice to the Grantee pursuant to **Section 6** of this deed and confirmation that all construction and placement will meet the following limitations, Grantor may construct or place Non-Residential Improvements in the portion of the Property outside of the Surveyed Building Envelope subject to the following limitations:

- (i) [Type of improvements permitted]
- (ii) \_\_\_\_ maximum number of improvements
- (iii) \_\_\_\_ maximum square footage for each improvement and cumulative
- (iv) \_\_\_\_ maximum height of improvements
- (v) Other [placement]

(6) Roads and Trails. Maintenance of existing Roads and Trails (in existence at the time this deed is executed) is permitted. "**Roads**" shall mean any road that is graded, improved or maintained, including seasonal unimproved roads and two-track roads. "**Trails**" shall mean any unimproved or improved path, or paved or unpaved trail constructed or established by human use, but shall not include game trails established and solely utilized by wildlife.

Construction or establishment of any new Road or Trail (one that does not exist at the time this Deed is executed) is subject to the following provisions and notice to Grantee pursuant to **Section 6 (Grantor Notice and Grantee Approval)** of this Deed:

(a) New Roads Within the Surveyed Building Envelope. Grantor may construct Roads and parking areas within the Surveyed Building Envelope (which Roads and parking areas may be paved) to



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access Residential and Non-Residential Improvements expressly permitted within the Surveyed Building Envelope by **Section 3C(5)** of this Deed. Grantor shall not construct or establish any Road wider than necessary to provide access for all permitted uses or to meet County codes and other applicable local codes for width of access to improvements permitted by this Deed.

(b) New Roads Outside the Surveyed Building Envelope. Grantor shall not construct or establish new Roads outside the Surveyed Building Envelope except the new Road depicted on **Exhibit B** to access the Surveyed Building Envelope; or, with notice and pre-approval from Grantee, such other Roads that Grantee determines are consistent with the Purpose. Grantor shall not construct or establish any Road wider than necessary to provide access for all permitted uses or to meet County codes and other applicable local codes for width of access to improvements permitted by this Deed.

(c) New Trails. Grantor shall not construct or establish any new Trail on the Property except for the new Trail to be constructed in the location depicted on **Exhibit B**, or unless Grantee pre-approves a new Trail and determines it is consistent with the Purpose.

Except for the new road depicted on Exhibit B, Grantor shall not pave or otherwise surface any existing or new Road or Trail with any impervious surface without pre-approval from Grantee and a determination by Grantee that such improvement is consistent with the Purpose.

(7) Fences. Existing fences may be maintained, repaired and replaced and new fences may be built anywhere on the Property, provided that the location and design of said fences located outside the Surveyed Building Envelope shall be compliant with then current State of Colorado wildlife standards for fencing<sup>5</sup> to permit movement of wildlife across the Property and are otherwise consistent with the Purpose, including but not limited to, low profile fencing that is designed to blend with or complement the natural and scenic features of the landscape where viewed from public vantage points, and fencing that is not inconsistent with the preservation and protection of the Conservation Values of the Property.

(8) Utility Improvements.

(a) Existing Utilities. If otherwise permitted in an instrument recorded as of the Effective Date, or after notice to Grantee in accordance with **Section 6** of this Deed and subject to provisions (c) and (d) of this section, existing energy generation or transmission infrastructure and other existing utility improvements, if any, including but not limited to: (i) natural gas distribution pipelines, electric power poles, transformers, and lines; (ii) telephone and communications towers, poles, and lines; (iii) septic systems; (iv) water wells, domestic water storage and delivery systems; and (v) renewable energy generation systems including, but not limited to, wind, solar, geothermal, or hydroelectric for use on the Property

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<sup>5</sup> Exceptions may be made for sheep and goats, with Grantee's written approval.

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("Utility Improvements"), may be repaired or replaced with an improvement of similar size and type at their current locations on the Property.

(b) New Utilities. New Utility Improvements may be constructed on the Property, subject to the restrictions in (c) and (d) below. Prior to the enlargement or construction of any Utility Improvements on the Property, Grantor shall provide notice of such enlargement or construction to Grantee in accordance with **Section 6** of this Deed.

(c) Within the Surveyed Building Envelope. Grantor may enlarge or construct Existing and New Utility Improvements within the Surveyed Building Envelope for the uses permitted on the Property as determined by this Deed without permission of Grantee, provided that no Utility Improvement exceeds thirty-five (35) feet in height.

(d) Outside of the Surveyed Building Envelope. Grantor shall not enlarge or construct any Existing or New Utility Improvements outside of the Surveyed Building Envelope without Grantee's pre-approval; except that Grantor reserves the right to construct Utility Improvements outside the Surveyed Building Envelope solely to provide utility services to the improvements permitted by this Deed subject to the following conditions: (1) Grantor must give Grantee notice pursuant to **Section 6** of this deed; (2) if Grantee determines that the proposed Utility Improvement is inconsistent with the Purpose of this deed, such improvement shall not be constructed; (3) no such Utility Improvement can exceed thirty-five (35) feet in height; and (4) any such Utility Improvements shall be located underground to the extent practicable.

(e) Following the repair, replacement, enlargement or construction of any Utility Improvements, Grantor shall promptly restore any disturbed area to a condition consistent with the Purpose.

(f) Alternative Energy.

(i) Wind, solar, and hydroelectric generation facilities that are primarily for the generation of energy for use on the Property in conjunction with those activities permitted by this Deed (collectively "**alternative energy generation facilities**") may be constructed in accordance with this Section. Notwithstanding the foregoing, no approval of Grantee shall be required if the alternative energy generation facility permitted by this Section is located within a Surveyed Building Envelope or if the facility is installed in conjunction with the operation of an agricultural improvement as allowed in this Deed. Any other alternative energy generation facility may only be constructed with the prior written approval of Grantee. Without limiting Grantee's right to withhold such approval in its sole discretion, factors which Grantee may consider in determining whether to grant such approval shall include, but are not be limited to, (a) whether the installation and siting would substantially diminish or impair the Conservation values, (b) the physical impact of the proposed facility on the Conservation Values, (c) the feasibility of less impactful alternatives, and (d) such other factors as

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Grantee may determine are relevant to the decision. The construction of alternative energy generation facilities that are not for use primarily in conjunction with those activities permitted by this Easement are prohibited anywhere on the Property. Nothing in this Section shall be construed as permitting the construction or establishment of a wind farm or commercial solar energy production facility.

(ii) Any energy generated by an alternative energy generation facility constructed in accordance with this Section that is incidentally in excess of Grantor's consumption may be sold, conveyed, or credited to a provider of retail electric service to the extent permitted by Colorado law.

(iii) In the event of technological changes or legal changes that make "expanded" alternative energy generation facilities more compatible with I.R.C. Section 170(h) or any applicable successor law, Grantee in its sole discretion may approve expanded alternative energy generation facilities that would not substantially diminish or impair the Conservation Values. Prior to approving any expanded alternative energy generation facility, Grantor shall submit an Alternative Energy Development Plan to the Grantee for its review. If the Grantee deems that the facilities proposed in the Alternative Energy Development Plan are inconsistent with the Purpose, or that the Alternative Energy Development plan does not contain sufficient information, Grantee shall not permit any expanded alternative energy generation facilities on the Property. For the purposes of this Section, the term "expanded" shall mean the development of alternative energy generation facilities to an extent that is greater than the level permitted by this **Section 3C(8)(c)**.

(9) Water Rights Included. The Parties agree that it is appropriate to encumber certain water rights beneficially used on the Property with this Deed pursuant to C.R.S. § 38-30.5-102, including all of Grantor's right, title, and interest in and to the water and water rights described in **Exhibit D** attached hereto and incorporated herein by this reference together with all associated canals, ditches, laterals, headgates, springs, wells, ponds, reservoirs, water shares and stock certificates, water allotments, contracts, units, permits, easements and rights of way, and irrigation equipment affixed to the land (collectively, the "**Water Rights**").

(a) Permitted Water Uses. The Parties agree that the Water Rights will be used according to their decreed terms. The Parties further agree that the Water Rights are hereby dedicated and restricted exclusively for conservation purposes, including, but not limited to, the Conservation Values of the Property, agricultural, wildlife habitat, horticultural, wetlands, recreational, forest, or other uses consistent with the protection and restoration of open land, environmental quality, or life-sustaining ecological diversity (the "**Permitted Water Uses**").

The Permitted Water Uses specifically include:

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(i) Historical Use. The Parties agree that Grantor shall have the paramount right to use and enjoy the Water Rights on the Property consistent with recent historical practices;

(ii) Instream Flow Use. The Parties agree that Grantor may enter into temporary legally enforceable water leases, contracts, emergency water loans, or similar agreements for conservation purposes, to increase instream flows and/or water levels in streams, rivers, lakes, and reservoirs to preserve or improve the natural environment of such water body(s), provided that: (1) Grantee has given its prior written consent to such arrangements; (2) that such use, in the opinion of Grantee, would not jeopardize the long-term Conservation Values of the Property; (3) that such arrangements do not permanently separate the Water Rights from the Property; (4) that such arrangements comply with current law; and

(iii) Restoration/Enhancement Use. Grantor may propose projects on the Property, including the riverbed of the Property, that prevent the degradation of, restore, and/or enhance and improve the quality of the watershed, wildlife habitat, and ecological health of the Property. These may include a change of Water Rights pursuant to C.R.S. § 37-92-302 or any successor statute (a "**Change**") or water infrastructure construction. Such Change or construction shall be undertaken only after creation of a site specific plan for restoration/enhancement, which has been submitted to and approved by Grantee.

(iv) Grantor shall have the paramount right to use and enjoy the Water Rights on the Property consistent with recent historical practices pursuant to **Section 3C(9)(a)(i)** above to use the Water Rights to benefit instream flows pursuant to **Section 3C(9)(a)(ii)** above, and to use the Water Rights for restoration or enhancement according to the terms and conditions of an approved restoration or enhancement plan pursuant to **Section 3C(9)(a)(iii)** above. In the event that Grantor can no longer use the Water Rights in accordance with recent historical practices, the Water Rights shall be used for other Permitted Water Uses. Grantor shall have the right to install, construct, maintain, repair, and if destroyed, reconstruct any facilities related to the Water Rights (such as gages, ditches, wells, reservoirs, recharge ponds, etc.), unless the Conservation Values of the Property would be unreasonably damaged thereby, as determined by Grantee in its reasonable discretion.

(10) Environmental Attributes. Unless otherwise provided herein, Grantor hereby reserves all Environmental Attributes associated with the Property. "**Environmental Attributes**" shall mean any and all tax or other credits, benefits, renewable energy certificates, emissions reductions, offsets, and allowances (including but not limited to water, riparian, greenhouse gas, beneficial use, and renewable energy), generated from or attributable to the conservation, preservation and management of

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the Property in accordance with this Deed. Nothing in this Section shall modify the restrictions imposed by this Deed or otherwise be inconsistent with the Purpose.

4. **PROHIBITED USES.** Any activity on or use of the Property inconsistent with the Purpose of this Conservation Easement or that would materially adversely affect the Conservation Values is prohibited, and Grantor acknowledges and agrees that it will not conduct, engage in or permit any such use or activity. Without limiting the generality of the foregoing, the following uses of, or activities on, the Property, though not an exhaustive list, are inconsistent with the Purpose and are expressly prohibited:

A. **Development Rights.** To fulfill the Purpose, Grantor hereby conveys to Grantee all development rights, except those expressly reserved by Grantor herein, deriving from, based upon, or attributable to the Property in any way, including but not limited to, all present and future rights to divide the Property for the purpose of development into residential, commercial, or industrial lots or units or to receive density or development credits for the same for use off of the Property ("**Grantee's Development Rights**"). The parties agree that Grantee's Development Rights shall be held by Grantee in perpetuity in order to fulfill the Purpose, and to ensure that such rights are forever released, terminated and extinguished as to Grantor, and may not be used on or transferred off of the Property to any other property or used for the purpose of calculating density credits or permissible lot yield of the Property or any other property.

B. **Improvements.**

(1) **Residential, Non-Residential, and Minor Non-Residential Improvements.** Grantor shall not construct or place any Residential Improvements, Non-Residential Improvements, or Minor Non-Residential Improvements on the Property except in accordance with **Section 3C(5)** of this Deed.

(2) **Recreational and Commercial Improvements.** Grantor shall not construct or place any new recreational improvements on the Property, including but not limited to, athletic fields, golf courses or ranges, race tracks, airstrips, helicopter pads, zip lines, or shooting ranges, except as specifically reserved in **Section 3C(4) (Recreational Activities)** above. Grantor shall not construct or place any new commercial improvements on the Property.

(3) **Construction of Buildings or Other Structures.** The construction, reconstruction, location, placement or installation of any buildings, camping accommodations, mobile homes, or other structure, paved surface, or improvement of any kind, temporary or permanent, is prohibited, except as provided by **Section 3C(5)** above.

C. **Subdivision.** Division or subdivision of the Property, physically or by legal process, including partition, is strictly prohibited. At all times the Property shall be owned, conveyed and transferred subject to the terms of this Conservation Easement, and any such transfer shall convey the Property in its entirety, regardless of whether the Property now consists of separate parcels, was acquired as separate parcels, or is treated as separate parcels for property tax or other purposes.

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D. Timber Harvesting and Removal of Vegetation. Except as otherwise set forth in this Deed, Grantor may not remove any vegetation, including shrubs and trees, or harvest any timber from the Property.

E. Mineral and Hydrocarbon Extraction. As of the Effective Date, Grantor owns all of the coal, oil, gas, hydrocarbons, sand, soil, gravel, rock and other minerals of any kind of description (the "**Minerals**") located on, under, or in the Property or otherwise associated with the Property. This Deed expressly prohibits the mining or extraction of Minerals using any surface mining method. Notwithstanding the foregoing, Grantor and Grantee may permit mineral extraction utilizing methods other than surface mining if the method of extraction has a limited, localized impact on the Property that is not irretrievably destructive of the Conservation Values; provided, however, that Grantor and Grantee agree that the following provisions shall apply to any such proposed mineral extraction by Grantor or any third party, as applicable:

**OR if minerals are severed:**

As of the Effective Date, Grantor does not own all of the coal, oil, gas, hydrocarbons and other minerals (the "**Minerals**") located on, under, or in the Property or otherwise associated with the Property. For this reason, a minerals assessment report has been completed by \_\_\_\_\_, dated \_\_\_\_\_, in compliance with I.R.C. § 170(h)(5)(B)(ii) and Treas. Reg. § 1.170A-14(g)(4). The report concludes that, as of the Effective Date, the probability of extraction or removal of Minerals from the Property by any surface mining method is so remote as to be negligible. This Deed expressly prohibits the mining or extraction of Minerals using any surface mining method. Grantor may permit subsurface access to Minerals from locations off the Property, provided that Grantor shall not permit such subsurface access to disturb the subjacent and lateral support of the Property or to materially adversely affect the Conservation Values. Notwithstanding the foregoing, Grantor and Grantee may permit mineral extraction utilizing methods other than surface mining if the method of extraction has a limited, localized impact on the Property that is not irretrievably destructive of the Conservation Values; provided, however, that Grantor and Grantee agree that the following provisions shall apply to any such proposed mineral extraction by Grantor or any third party, as applicable.<sup>6</sup>

(1) Soil, Sand, Gravel and Rock. Grantor may extract soil, sand, gravel or rock, including moss rock, without further permission from Grantee so long as such extraction: (i) is solely for use on the Property for non-commercial purposes; (ii) is in conjunction with activities permitted herein, such as graveling roads and creating stock ponds; (iii) is accomplished in a manner which is consistent with the preservation and protection of the Conservation Values; (iv) does not involve disturbing by such extraction more than one half-acre (0.5 acres)<sup>7</sup> of the Property at one time, and uses methods of mining that may have a limited and localized impact on the Property but are not irretrievably destructive of the Conservation Values; and (v) is reclaimed within a reasonable time by refilling or some other reasonable reclamation method for all areas disturbed including revegetation with appropriate seed mix to match the vegetation that w<sup>8</sup>

<sup>6</sup> If Grantor owns some but not all of the mineral rights associated with the property, a combination of these two paragraphs is appropriate.

<sup>7</sup> A smaller area may be appropriate for smaller properties.

<sup>8</sup> This paragraph is only appropriate where Grantor has reserved limited development and/or road construction rights. It should be deleted if there is no reserved development on the Property.



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as on-site prior to the disturbance. Reseeding should take place and plant cover established and approved by Grantor prior to additional surface mining occurring. This provision shall be interpreted in a manner consistent with I.R.C. § 170(h), as amended, and the Treasury Regulations adopted pursuant thereto.<sup>11</sup>

(2) Oil and Gas. Grantor, or a third party permitted by Grantor, may explore for and extract oil and gas owned in full or in part by Grantor, provided Grantor ensures that such activities are conducted in a manner that does not constitute surface mining and complies with the following conditions:

(a) The exploration for or extraction of oil, gas and other hydrocarbons is conducted in accordance with an Oil and Gas Plan, as defined below, prepared at Grantor's expense and approved in advance by Grantee. The "**Oil and Gas Plan**" shall describe: (a) the specific activities proposed; (b) the specific land area to be used for well pad(s), parking, staging, drilling, and any other activities necessary for the extraction of oil and gas, and the extent of the disturbance of such land area before and after reclamation; (c) the location of facilities, equipment, roadways, pipelines and any other infrastructure to be located on the Property; (d) the method of transport of oil or gas produced from the Property; (e) the method of disposal of produced water, mining byproducts and hazardous chemicals produced by or used in the exploration and development of the oil or gas; (f) the proposed operation restrictions to minimize impacts on the Conservation Values, including noise and dust mitigation and any timing restrictions necessary to minimize impacts to wildlife; (g) the reclamation measures necessary to minimize disturbance to and reclaim the surface of the Property, including restoring soils to the original contours and replanting and re-establishing native vegetation using specific seed mixes and processes to ensure successful re-vegetation of the Property, including and in addition to those measures required by law; and (h) remedies for damages to the Conservation Values, (i) and looks to minimize the number of roads, well pads, and other infrastructure to the degree possible.

(b) No tank batteries, refineries, secondary production facilities, compressors, gas processing plants, or other similar facilities may be located on the Property.

(c) Areas of surface disturbance shall be mitigated promptly in accordance with the Oil and Gas Plan.

(d) Travel for the purpose of oil or gas development shall be restricted to existing roads or to new roads approved in advance in writing by Grantee as part of the Oil and Gas Plan.

(e) Well facilities and pipelines shall either be placed underground, or screened or concealed from view by the use of existing topography, existing native vegetation, newly planted but native

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vegetation, and/or use of natural tone coloring. Pipelines shall be located along or under existing roadways to the maximum extent possible.

(f) Drilling equipment may be located above-ground without concealment or screening, provided that such equipment shall be promptly removed after drilling is completed.

(g) Any soil or water contamination due to the exploration for or extraction of oil or gas must be promptly restored and remediated at the expense of Grantor.

(h) Any produced water, mining byproducts or hazardous chemicals produced by or used in the exploration and development of the oil or gas shall not be stored or disposed of on the Property.

(i) Flaring to enhance oil production is prohibited; flaring for emergencies is permitted.

(j) Grantor shall not allow use of the Water Rights for any oil and gas activities.

(k) Grantee shall be released, indemnified and held harmless from any liabilities, damages, or expenses resulting from any claims, demands, costs or judgments arising out of the exercise of any rights by Grantor, any lessees or other third parties relating to the exploration for or extraction of oil, gas or hydrocarbons.

(l) Grantor shall restore the well pad to the smallest footprint required post drilling as soon as initial drilling operations cease.

(3) Third-Party Mineral Extraction. If a third party owns all, or controls some, of the Minerals, and proposes to extract Minerals from the Property, Grantor shall immediately notify Grantee in writing of any proposal or contact from a third party to explore for or develop the Minerals on the Property. Grantor shall not enter into any lease, surface use agreement, no-surface occupancy agreement, or any other instrument related to Minerals associated with the Property (each, a "**Mineral Document**"), with a third party subsequent to the Effective Date without providing a copy of the same to Grantee prior to its execution by Grantor and subject to Grantee's review and approval. Any Mineral Document shall require that Grantor provide notice to Grantee whenever notice is given to Grantor, require the consent of Grantee for any activity not specifically authorized by the instrument, and give Grantee the right, but not the obligation, to object, appeal and intervene in any action in which Grantor has such rights. Any Mineral Document must either (i) prohibit any access to the surface of the Property or (ii), must (a) limit the area(s) of disturbance to a specified area(s); (b) include provisions that ensure that the proposed activities have a limited, localized impact on the Property that is not irretrievably destructive of the Conservation Values; and (c) contain a full description of the activities proposed, a description of the extent of disturbance, the location of facilities, equipment, roadways, pipelines and any other infrastructure, the proposed operation restrictions to minimize impacts on the Conservation Values,

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including noise and dust mitigation and any timing restrictions necessary to minimize impacts to wildlife, reclamation measures including and in addition to those required by law, and remedies for damages to the Conservation Values. Any Mineral Document that only permits subsurface access to Minerals but prohibits any access to the surface of the Property shall also prohibit any disturbance to the subjacent and lateral support of the Property, and shall not allow any use which would materially adversely affect the Conservation Values.

(4) This **Section 4E** shall be interpreted in a manner consistent with I.R.C. § 170(h) and the Treasury Regulations adopted pursuant thereto.

F. Topographical Changes. No excavating, grading, cut and fill, berming or other similar topographical changes shall occur on the Property, except in connection with the construction of permitted improvements, if any.

G. Erosion or Water Pollution. Any activity or use that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters is prohibited.

H. Waste Disposal. The disposal or storage of rubbish; garbage; debris; vehicles, implements and equipment not in regular use or parts thereof; or other unsightly or offensive material on the Property is prohibited.

I. Hazardous Materials. The storage, dumping or other disposal of hazardous and/or toxic materials, industrial wastes or other similar materials on the Property is prohibited.

J. Retail, Commercial or Industrial Activity. Retail, commercial and industrial uses are prohibited on the Property, except as provided below in **Section 4J(1)**, without prior approval and a determination by the Grantee in writing that such use does not negatively impact the Conservation Values.

(1) Commercial uses are allowed, as long as they are conducted in a manner that is consistent with I.R.C. § 170(h) and the Purpose. Without limiting other potential commercial uses that meet the foregoing criteria, the following uses are allowed:

(a) Producing, processing or selling plants, animals, or other farm or ranch products that are predominantly grown or raised outdoors on the Property, including forages, sod crops, grains, feed crops, field crops, berries, herbs, flowers, seeds, grasses, nursery stock, fruits, vegetables, aquaculture, trees, and other similar uses and activities;

(b) Breeding and grazing livestock, such as cattle, horses, sheep, swine, and similar animals;

(i) Livestock grazing shall be conducted at sustainable stocking rates (to be estimated in consultation with Colorado State University ("CSU") Cooperative Extension Services, United States Department of Agriculture ("USDA") Natural Resources Conservation Service, or other

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technical advisory, as necessary), consistent with preservation of the Conservation Values of the Property.

(c) Customary rural enterprises, such as farm machinery repair or livestock veterinary services, conducted within the Surveyed Building Envelope;

(d) Home occupations or similar enterprises conducted by and in the home of a person residing on the Property; and

(e) Hunting, fishing, and wildlife viewing.

The foregoing descriptions of allowed commercial uses notwithstanding, commercial feed lots and other intensive growth livestock farms, such as dairy, swine, or poultry farms, are inconsistent with the Purpose and are prohibited. For purposes of this Easement, "**commercial feed lot**" is defined as a permanently constructed confined area or facility within which the Property is not grazed or cropped annually, and which is used and maintained for purposes of engaging in the commercial business of the reception and feeding of livestock.

K. Signs and Billboards. No commercial signs, billboards, awnings, or advertisements shall be displayed or placed on the Property. Grantor may install appropriate "For Sale" or "For Lease" signs alerting the public to the availability of the Property for purchase or for lease, "No Trespassing" or "No Hunting" signs, appropriate and customary ranch or pasture identification signs, signs regarding the private leasing of the property for hunting, fishing, or other low impact recreational uses, or signs notifying the public of the existence of a conservation easement, provided however that any such signs be located and designed in a manner consistent with the Purpose. Grantee shall erect one or more signs visible from the nearest public roadway, or from an alternative location approved by the County, identifying the County's Grant and investment in this Property to the public.

L. Outdoor Lighting. Except for existing lighting not in conformity with this requirement, all external lighting shall be located within the Surveyed Building Envelope or in areas to illuminate driveways or structures permitted outside of any Surveyed Building Envelope, and shall comply with local lighting ordinances. Any new or replacement lighting shall be what is now referred to as dark-sky lighting as updated.

M. Motorized Vehicles. No dunebuggies, motorcycles, all-terrain vehicles, snowmobiles or any other types of motorized vehicles may be operated or ridden "off road" on the Property, except as may be necessary for the conduct of such land maintenance activities as may be permitted by this Conservation Easement.

N. Restriction on Water Rights. Except as permitted by **Section 3C(9)(a) (Permitted Water Uses)**, Grantor may not: (i) Change the Water Rights to or use the Water Rights for municipal, industrial, commercial, or any other new uses; (ii) Change the Water Rights for use other than on the Property; (iii) sell or lease the Water Rights, or encumber them separately from the Property or otherwise legally separate them from the Property; or (iv) have the points of diversion, or the type or place of use within or without the Property

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changed, except after Grantor's receipt of a written determination by Grantee that such changes are consistent with the Permitted Uses or will not materially impair the Conservation Values of the Property. Grantor shall not, without the prior written approval from Grantee, which approval shall not be unreasonably withheld, construct, or permit others to construct, any new diversion, storage, or other water structures upon the Property; develop any conditional water rights for use on the Property; or otherwise undertake any new development of water resources for use on the Property.

(f) Change of Conditions. Grantor expressly waives any claim to use, change or transfer all or any part of the Water Rights other than as provided in this Deed, regardless of any future change in circumstances, change in values, or other reasons, based on any theory of reasonable accommodation or other theory that would release any or all of the Water Rights from the provisions of this Deed without Grantee's express written consent, which can be granted, withheld, or conditioned by each in their sole discretion.

(g) Protection of Water Rights. In order to preserve and protect the Conservation Values of the Property, Grantor shall not abandon or allow the abandonment of any of the Water Rights, by action or inaction. Grantor shall annually report to Grantee the nature and extent of use of the Water Rights during the prior year, such report need not be in writing, but shall include copies of any reports submitted to the State or Division Engineer or Water Commissioner by Grantor. Grantor shall provide Grantee a copy of any written notice received by Grantor from any state water official concerning the use, or possible abandonment, of the Water Rights.

If the Water Rights appear on the decennial abandonment list as provided by C.R.S. § 37-92-401 or any successor statute or Grantee determines that the Water Rights are otherwise subject to a threat of abandonment, Grantee shall give Grantor written notice of such threat of abandonment and shall meet with Grantor to discuss the matter. If, and only if, Grantor fails to cure the threat of abandonment within 90 days of receiving such notice from Grantee, Grantee shall, in addition to any other remedies available to Grantee under this Deed or law, have the right to (1) enter the Property and undertake any and all actions reasonably necessary to continue the historical use of the Water Rights, if desired by Grantee; and (2) seek removal of the Water Rights from the decennial abandonment list. If the Water Rights remain subject to abandonment, Grantee may, after consultation with Grantor, seek to Change the Water Rights to another Permitted Water Use. Grantor agrees to cooperate in any manner necessary to accomplish such changes, and authorizes and appoints Grantee as its agent and attorney-in-fact to file for and obtain any administrative or judicial approvals required to effectuate such changes.

(h) Recording Encumbrance on Stock Certificates. If the Water Rights include any shares in ditch or reservoir companies, Grantor shall promptly submit the related stock certificate(s) to the appropriate ditch or reservoir company for inclusion of the following notation thereon: "These shares are subject to the terms and restrictions set forth in the Deed of Conservation Easement from \_\_\_\_\_ to \_\_\_\_\_ recorded in the Real Property Records of Larimer County, Colorado on \_\_\_\_\_, 20\_\_ at Reception No. \_\_\_\_\_." A copy of the reissued stock certificate(s) shall be promptly provided by Grantor to Grantee.

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5. **LAND STEWARDSHIP PLAN.** Grantor and Grantee acknowledge that the preservation and protection of the Conservation Values as contemplated under this Easement requires careful and thoughtful stewardship of the Property. Accordingly, Grantor and Grantee agree to jointly prepare a written plan ("**Land Stewardship Plan**") within one year of the Effective Date of this Deed, detailing requirements for the preservation and protection of the Conservation Values regarding: agricultural, timber, mining, water, wildlife, weed control or other management practices, as appropriate. Grantor shall comply with the requirements established in the Land Stewardship Plan. The Parties will cooperate in an effort to update the Land Stewardship Plan if either Party determines an update is necessary.

6. **GRANTOR NOTICE AND GRANTEE APPROVAL.** The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the Purpose. Whenever notice is required, Grantor shall notify Grantee in writing within a reasonable period of time prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Purpose. Where Grantee's approval is required, Grantor shall not undertake the requested activity until Grantor has received Grantee's approval in writing. Grantee shall grant or withhold its approval in writing within a reasonable period of time within receipt of Grantor's written request thereof and submittal of sufficient supporting details as described above. Grantee's approval may be withheld only upon Grantee's reasonable determination that the activity as proposed is not consistent with the Purpose or the express terms of this Easement, unless this Easement provides that approval for a particular request may be withheld in the sole discretion of the Grantee.

Except Any notice, demand, request, consent, approval or communication required by this Deed shall be in writing and shall be personally delivered to or sent by certified mail, with return receipt requested, addressed as follows unless a party has been notified in writing by the other party by a change of address:

GRANTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GRANTEE:

Larimer County Natural Resources  
1800 S. County Road 31  
Loveland, Colorado 80537

7. **RESPONSIBILITIES OF GRANTOR AND GRANTEE NOT AFFECTED.** Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligation of Grantor as owner of the Property. Among other things, this shall apply to:

(a) **Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "**taxes**"), including any taxes imposed upon, or incurred as a result of, this Deed, and shall furnish Grantee with satisfactory evidence of payment upon request.



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(b) Maintenance and Insurance. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including weed control and eradication and including the maintenance of adequate general liability insurance coverage. Grantor shall name Grantee as an additional insured on such comprehensive general liability insurance coverage and shall provide a certificate of such insurance to Grantee upon the request of Grantee. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

8. GRANTOR'S INDEMNIFICATION. Grantor shall release, indemnify, defend, and hold Grantee and the members, officers, directors, employees, agents, contractors and permitted assignees (collectively, the "**Indemnified Parties**") harmless from and against any and all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, consultant's fees and interest, arising from or in any way related to: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence or intentional acts of any of the Indemnified Parties; (ii) the obligations specified in **Section 4 (Prohibited Uses)** and **Subsections 7(a) (Taxes) and 7(b) (Maintenance and Insurance)** above; (iii) the costs and expenses incurred by Grantee in enforcement of this Conservation Easement, including, without limitation, costs and expenses of suit, attorneys fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement, unless Grantor prevails then each party pays its own costs and attorneys fees, except that if the deciding body determines that Grantee's legal action was frivolous or groundless, Grantee shall pay Grantor's costs and attorney fees in defending the legal action; (iv) the violation or alleged violation of, or other failure to comply with, any federal, state or local environmental law or regulation relating to hazardous or toxic substances by any person other than any of the Indemnified Parties, in any way affecting, involving or relating to the Property, except to the extent such violations or alleged violations are caused by the acts or omissions of any of the Indemnified Parties on the Property; or (v) the presence or release in, on, from, or about the Property, at any time, of any hazardous or toxic substance unless caused solely by any of the Indemnified Parties. Notwithstanding the foregoing, no Grantor shall be liable for actions solely occurring subsequent to the Grantor's transfer of the Property to a subsequent Grantor.

9. GRANTEE'S STATUS UNDER ENVIRONMENTAL LAWS. Without limiting the foregoing, nothing in this Deed shall be construed as giving rise to any right or ability in Grantee, nor shall Grantee have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended or any similar law or regulation.

10. ENFORCEMENT. Grantee shall have the right to prevent and correct or require correction of violations of the terms and purposes of this Deed. Grantee may enter the Property as provided in subparagraph 2(b) for the purpose of inspecting for violations. If Grantee finds what it believes to be a violation, Grantee shall immediately notify Grantor by any means reasonably calculated to bring the nature of the alleged violation promptly to Grantor's attention, such as by email, telephone, or in person. Grantee will follow up the initial notification with a written notice.

Upon receipt of the initial notification, Grantor shall immediately cease the alleged violation and either (a) if necessary, restore or remediate the Property to its condition prior to the violation; (b) provide a written plan for restoration and remediation of the Property acceptable to Grantee; or (c) provide a written explanation, acceptable to Grantee, why the alleged violation

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should be permitted. If Grantor believes the alleged violation should be permitted to resume, and provides a written explanation pursuant to 10(c) above, the Parties agree to meet as soon as possible to discuss the alleged violation and attempt to resolve their differences.

If Grantor is unable or unwilling to immediately cease the alleged violation in compliance with the above, and/or fails to comply with (a), (b) or (c) of the previous paragraph, Grantee may take appropriate legal action. Notwithstanding the foregoing, when Grantee, in its sole discretion, determines there is an ongoing or imminent violation that could irreversibly diminish or impair the Conservation Values, Grantee may, at its sole discretion, take appropriate legal action without prior notice to Grantor. Grantor may seek any relief it deems necessary to conserve the Conservation Values, including but not limited to injunctive relief, and all remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including the right to recover any damages for loss of scenic or environmental values.

12. **GRANTEE'S DISCRETION.** Enforcement of the terms of this Conservation Easement and approvals required from the Grantee as described herein shall be at the sole discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No failure of Grantee to discover a violation or delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantor hereby waives any defenses available to Grantor under CRS § 38-41-119 and the defenses of laches, estoppel or prescription, including the one-year statute of limitations for commencing an action to enforce the terms of a building restriction or to compel the removal of any building or improvement because of the violation of the same under C.R.S. § 38-41-119, et seq.

13. **ACTS BEYOND GRANTOR'S CONTROL.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, earth movement, acts of third parties or government authority legally authorized to act by recorded instrument or other legally established rights, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury and damage to the Property and to neighboring properties resulting from such causes. Notwithstanding the foregoing, Grantor shall take reasonable efforts to prevent third parties from performing, and shall not knowingly allow third parties to perform, any act on or affecting the Property that is inconsistent with the Purpose.

14. **REAL PROPERTY INTEREST.** This Deed constitutes a real property interest immediately vested in Grantee. The Parties stipulate that, based on a qualified appraisal, this Deed (which includes the value of Grantee's Development Rights) has a fair market value equal to \_\_\_\_\_ percent (\_\_\_%) of the full unencumbered fair market value of the Property (the "**Easement Value Percentage**"). The values at the time of this Deed shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this Grant, pursuant to I.R.C. § 170(h), whether or not Grantor claims any deduction for federal income tax purposes. For the purposes of this Deed, the ratio expressed by Easement Value Percentage shall remain constant.

14. **TRANSFER OF EASEMENT.** Grantee shall have the right to transfer the Conservation Easement created by this Deed and assign its rights and obligations hereunder to any public agency or private nonprofit organization that, at the time of transfer, is a "**qualified organization**" under I.R.C. § 170(h), and under C.R.S. § 38-30.5-101, et seq., and only if the

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assignee agency or organization expressly agrees to assume the responsibility imposed on Grantee by this Conservation Easement. If Grantee ever shall cease to exist or no longer qualifies under federal or state law, a court with jurisdiction shall transfer the Grantee's rights and obligations under this Conservation Easement to another qualified organization having similar purposes that agrees to assume the responsibility.

15. TRANSFER OF THE PROPERTY. Grantor shall incorporate by reference the terms and conditions of this Deed in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property. The failure of Grantor to perform any act required by this Section shall not impair the validity of this Deed or limit its effect or enforceability in any way.

16. CHANGE OF CIRCUMSTANCES. A change in the potential economic value of any use that is prohibited by or inconsistent with this Deed, or a change in any current or future uses of neighboring properties, shall not constitute a change in conditions or circumstances that make it impossible for continued use of the Property, or any portion thereof, for conservation purposes and shall not constitute grounds for terminating the Deed in whole or in part. In conveying this Deed, the Parties have considered the possibility that uses prohibited or restricted by the terms of this Deed may become more economically valuable than permitted uses, and that neighboring or nearby properties may in the future be put entirely to such prohibited or restricted uses. It is the intent of Grantor and Grantee that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Deed, in whole or in part. In addition, the inability of Grantor, or Grantor's heirs, successors, or assigns, to conduct or implement any or all of the uses permitted under the terms of this Deed, or the unprofitability of doing so, shall not impair the validity of this Deed or be considered grounds for its termination or extinguishment, in whole or in part.

17. CONDEMNATION OR OTHER EXTINGUISHMENT; PROCEEDS. If this Conservation Easement is taken, in whole or in part, by exercise of the power of eminent domain, or if circumstances arise in the future that render all of the purposes of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other party in writing when it first learns of such circumstances. Grantee shall be entitled to compensation of its interest in accordance with applicable law from any sale, exchange, condemnation, or other involuntary or voluntary conversion of all or any portion of the Property subsequent to such termination or extinguishment. As required by Treasury Regulation Sec. 1.170A-14(g)(6), Grantee's compensation shall be a portion or percentage of the gross proceeds from any sale, exchange, condemnation, or other involuntary or voluntary conversion of all or a portion of the Property subsequent to such termination or extinguishment that represents an amount that is at least equal to the Easement Value Percentage multiplied by the fair market value of the unencumbered fee simple interest (excluding the value of any improvements) in the portion of the Property that will no longer be encumbered by this Easement. Grantee shall not voluntarily accept proceeds equal to less than the full fair market value of the affected Property unrestricted by this Easement without the approval of Grantee. Grantee shall use such proceeds in a manner consistent with the conservation purposes of this Deed or the mission of the Grantee.

18. ACCESS BY PUBLIC. No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement.

19. AMENDMENT. If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and Grantee may jointly

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amend this Conservation Easement; so long as the amendment (i) is consistent with the Conservation Values and Purpose of this Easement, (ii) does not affect the perpetual duration of the restrictions contained in this Deed, (iii) does not affect the qualifications of this Deed under any applicable laws, and (iv) complies with Grantee's procedures and standards for amendments, including the Conservation Easement Amendment Procedure as it may be amended from time to time. Any amendment must be in writing, signed by the Parties, and recorded in the records of the Clerk and Recorder of the county or counties in which the Property is located. Nothing in this Section shall be construed as requiring Grantee to agree to any particular proposed amendment.

20. DEED CORRECTION. The Parties shall cooperate to correct mutually acknowledged errors in this Deed (and exhibits hereto), including typographical, spelling, or clerical errors. Such correction shall be by recorded written agreement signed by the Parties.

20. JURISDICTION. Any mediation or arbitration concerning this Conservation Easement shall take place in Larimer County, Colorado, or other location mutually agreed to by the parties, and only upon consent from Grantee. Any court action concerning this Conservation Easement shall take place in the District Court for Larimer County, Colorado, and Grantor and Grantee hereby consent to personal jurisdiction in Larimer County, Colorado.

21. CONTROLLING LAW; LIBERAL CONSTRUCTION. The interpretation and performance of this Conservation Easement is governed by the laws of the State of Colorado. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the Purpose and the policy and purpose of C.R.S. §38 30.5 101, et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose that would render the provision valid shall be favored over any interpretation that would render it invalid.

22. PERPETUAL DURATION; AGENTS, SUCCESSORS AND ASSIGNS. The Conservation Easement created by this Deed shall be a servitude running with the land in perpetuity. Every provision of this Deed that applies to Grantor or Grantee shall also apply to, be binding upon, and inure to the benefit of their personal representatives, heirs, successors, agents, assigns and all other successors as their interests may appear.

23. RECORDATION. Grantee shall record this instrument in a timely fashion in the official records of each county or counties in which the Property is situated, and may re-record it at any time as may be required to preserve its rights in this Deed.

24. GRANTOR'S TITLE WARRANTY. Grantor warrants that it has good and sufficient title and legal and physical access to the Property, and Grantee has access to the Property for the purposes described in this Conservation Easement.

(a) Existing Liens. Grantor warrants that any mortgages, deeds or Grantee or monetary liens encumbering the Property are subordinate to all rights of Grantee under this Conservation Easement, including the right of Grantee to its proportionate percentage of the Grantor's interest in any (a) insurance proceeds a result of any casualty, hazard or accident occurring to or about the Property, and (b) proceeds of condemnation or involuntary taking, and hereby promises to defend the same against all claims from any persons.

(b) Subsequent Liens. No provisions of this Deed shall be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing,

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provided that any deed of trust, mortgage or lien arising from such a borrowing shall be subordinate to this Deed for all purposes so that any such instrument expressly shall be deemed to have been recorded after this Deed and so that any foreclosure of such instrument shall not affect any provision of this Deed, including, without limitation, its perpetual nature , and the payment of proceeds, as described in **Section 17 (Condemnation)** above, including but not limited to the limitation of **Section 4C (Subdivision)**.

25. GRANTOR'S ADDITIONAL REPRESENTATIONS AND WARRANTIES:  
REMEDIATION.

(a) Grantor represents and warrants that, after reasonable investigation and to the best of Grantor's knowledge:

(i) There are no apparent or latent defects in or on the Property;

(ii) Grantor and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use, including without limitation all federal, state, and local environmental laws, regulations and requirements;

(iii) There has been no release, dumping, burying, abandonment or migration from off-site onto the Property of any substances, materials, or wastes that are designated as hazardous, toxic, dangerous, or harmful, or contain components that are, or are designated as, hazardous, toxic, dangerous, or harmful, and/or that are subject to regulation as hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute, or ordinance;

(iv) There is no pending or threatened litigation affecting the Property or any portion of the Property that will materially impair the Conservation Values of any portion of the Property. No civil or criminal proceedings have been instigated or are pending against Grantor or its predecessors by government agencies or third parties arising out of alleged violations of environmental laws, and neither Grantor nor its predecessors in interest have received any notices of violation, penalties, claims, demand letters, or other notifications relating to a breach of environmental laws.

(b) If, at any time, there occurs, or has occurred, a release in, on, or about the Property of any hazardous or toxic substance, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee will be responsible for remediation.

26. ACCEPTANCE. Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Conservation Easement.

27. TAX BENEFITS. Grantor acknowledges that Grantor is responsible for obtaining legal and accounting counsel to advise Grantor regarding the applicability of federal or state tax benefits that might arise from the bargain sale (sale at less than fair market value) or donation of the Deed. Grantee makes no representation or warranty that Grantor will receive tax benefits for the bargain sale or donation of the Deed.

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28. EFFECTIVE DATE. The “**Effective Date**” of this Conservation Easement shall be the date of its recording in the county records in which the Property is located.

29. GENERAL PROVISIONS.

(a) Entire Agreement. The Recitals above are a material part of this Deed and are incorporated into this Deed. This instrument sets forth the entire agreement of the Parties with respect to the Deed and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Deed, all of which are merged herein.

(b) Severability. If any provision of this Deed, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(c) Captions. The captions in this Deed have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(d) Joint Obligation. The obligations imposed upon Grantor and Grantee of this Deed shall be joint and several in the event that more than one entity or individuals holds either interest at any given time.

(e) No Forfeiture. Nothing contained in this Deed will result in either (i) a forfeiture of this Conservation Easement or reversion to Grantor of any rights conveyed hereby, or (ii) a forfeiture or reversion of Grantor's title in any respect.

(f) No Third Party Beneficiaries. This Deed is entered into by and between Grantor and Grantee, and is solely for the benefit of Grantor and Grantee and their respective successors and assigns for the purposes set forth herein, and does not create rights or responsibilities in any third parties beyond Grantor, Grantee.

(g) No Goods or Services Provided. Grantee acknowledges receipt and acceptance of this Conservation Easement encumbering the Property, for which no goods or services were provided.

(h) Non-Merger. Unless Grantor and Grantee expressly state in writing that they intend a merger of estates or interests to occur, then no merger shall be deemed to have occurred hereunder or under any documents executed in the future affecting this Conservation Easement.

(i) Termination of Rights and Obligations. Provided a transfer is permitted by this Deed, a Party's rights and obligations under the Deed terminate upon transfer of the Party's interest in the Deed or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(j) Colorado Governmental Immunity. No term or condition herein is intended nor shall be interpreted as a waiver of any provision or benefit of the Colorado Governmental Immunity Act or any other immunities or limitations available to the Grantee by law.



Item 25.

**EXHIBIT "D"**

## Conservation Easement Template

30. AUTHORIZATION. Each Party represents to the other that such Party has full power and authority to execute, deliver, and perform this Deed, that the individual executing this Deed on behalf of said Party is fully empowered and authorized to do so, and that this Deed constitutes a valid and legally binding obligation of said Party enforceable against said party in accordance with its terms.<sup>9</sup>

TO HAVE AND TO HOLD this Conservation Easement unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed of Conservation Easement, to be effective as of the day and year first above written, notwithstanding the actual date of execution.

GRANTOR:  
BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF LARIMER

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

Attest:

\_\_\_\_\_  
Deputy Clerk of the Board

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

Approved as to Form:

\_\_\_\_\_  
County Attorney

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

<sup>9</sup> A current Statement of Authority should be recorded prior to recording of this Deed for any party that is an artificial entity, e.g. corporation, LLC, LLLC, Trust, etc.

Item 25.

**EXHIBIT "D"**  
Conservation Easement Template

GRANTEE:

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF LARIMER

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

Attest:

\_\_\_\_\_  
Deputy Clerk of the Board

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

Approved as to Form:

\_\_\_\_\_  
County Attorney

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

Item 25.

**EXHIBIT "D"**

Conservation Easement Template

**EXHIBIT A  
TO  
DEED OF CONSERVATION EASEMENT  
FROM  
\_\_\_\_\_  
GRANTOR  
TO  
LARIMER COUNTY GRANTEE**

(Legal Description of Property)

Item 25.

**EXHIBIT "D"**

Conservation Easement Template

**EXHIBIT C  
TO  
DEED OF CONSERVATION EASEMENT  
FROM  
\_\_\_\_\_  
GRANTOR  
TO  
LARIMER COUNTY GRANTEE**

(Baseline Acknowledgement)

Item 25.

**EXHIBIT "D"**

Conservation Easement Template

**EXHIBIT D**  
**TO**  
**DEED OF CONSERVATION EASEMENT**  
**FROM**  
\_\_\_\_\_**GRANTOR**  
**TO**  
**LARIMER COUNTY GRANTEE**

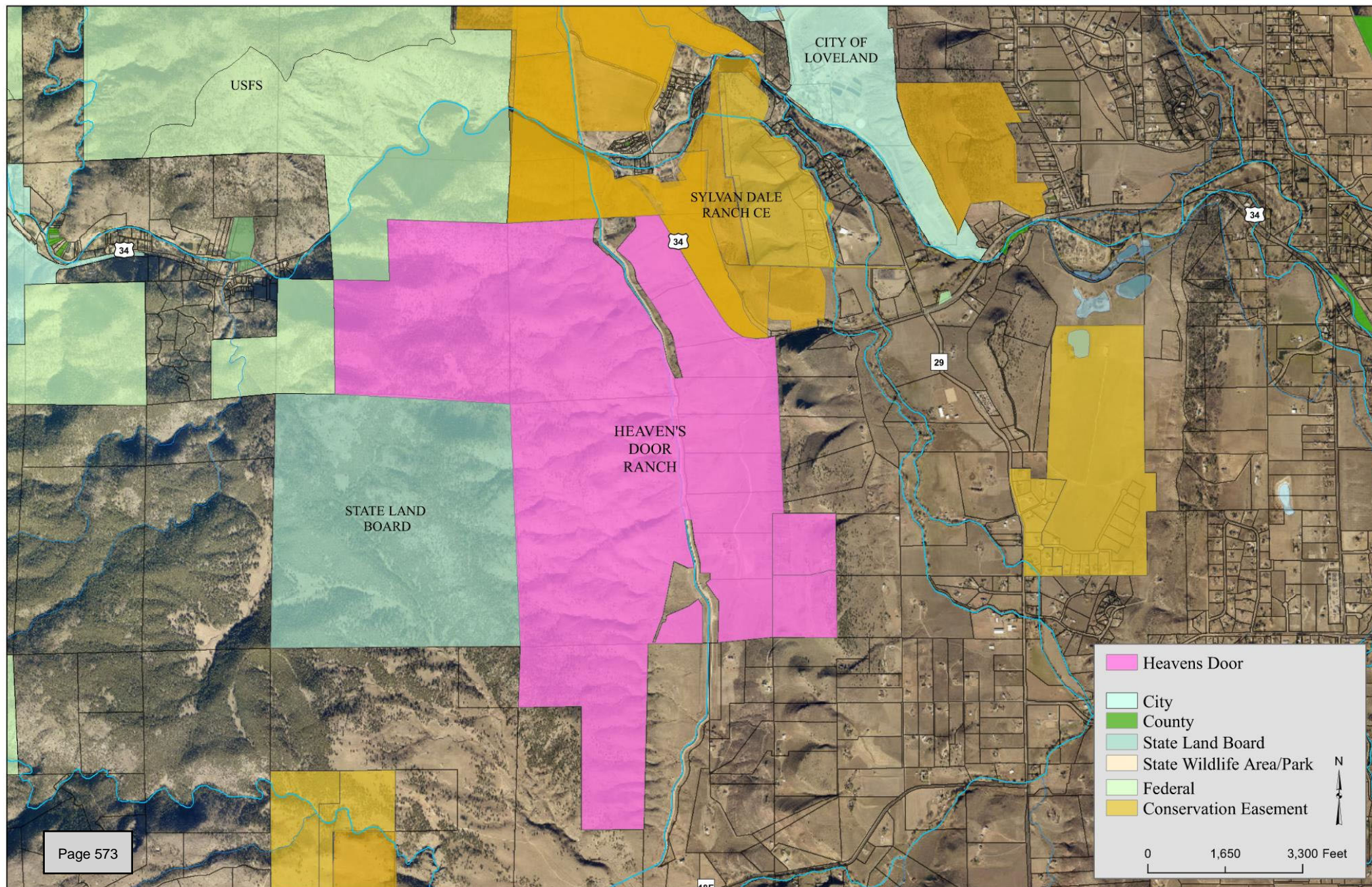
**Water Rights**

[When the water rights to be included in the conservation easement can be described with specificity, include as much detail as possible, i.e., name of water right, source of water, amount, court and case number, date(s) of appropriation and date(s) of adjudication, well permit number(s), allotment contract(s), and/or certificate number(s) for shares in ditch and reservoir companies.]

[When the water rights to be included in the conservation easement cannot be described with specificity, but the intent of the Parties is to include all of the water rights.] The “**Water Rights**” consist of all of Grantor’s right, title, and interests in any and all water and water rights of any kind or nature historically used on the Property, together with all canals, ditches, laterals, headgates, springs, ponds, reservoirs, water allotments, water shares and stock certificates, contracts, units, permits, wells, easements and rights of way, and irrigation equipment associated therewith. The Water Rights include surface water rights and groundwater rights (tributary, nontributary, not nontributary, and designated), whether decreed or undecreed.



# Blue Mountain Area – Heaven's Door Ranch





# MINUTES

CITY OF FORT COLLINS • BOARDS AND COMMISSIONS



## Land Conservation & Stewardship Board November 8, 2023 Regular Meeting – Excerpt

### Heaven's Door IGA adjustment

**Alynn Karnes, Land Conservation Specialist**, provided a memo to the LCSB which explained that the City of Fort Collins Natural Areas Department entered into an Intergovernmental Agreement (IGA) with the Larimer County Department of Natural Resources and the City of Loveland Open Lands & Trails Department on November 17, 2022, to purchase a 1,547-acre property adjacent to the City's Foothills/Buckhorn/Redstone Priority Area. The Natural Areas Department and Loveland Open Lands and Trails contributed funds towards the acquisition and will co-hold a conservation easement on the property. Larimer County has recently submitted a grant application to Great Outdoors Colorado (GOCO) seeking reimbursement for a portion of the property's purchase price. As a result, an amendment to the IGA is needed to establish a new timeline for conveyance of the conservation easement to Fort Collins and Loveland. The deadline will be extended from December 31, 2023 to September 1, 2024.

Alynn confirmed for Chair Cuniff and Member Piesman that it is not typical for a conservation easement partner to apply for grant funding after entering into an IGA. She explained the extension allows ample time to amend the agreement and for agency review and approval, should Larimer County be awarded a grant. Alynn reported grants will be announced in March 2024.

***Member Piesman made a motion that The Land Conservation and Stewardship Board recommends that City Council approve Amendment No. 1 to the Intergovernmental Agreement (IGA) for the Heaven's Door Ranch Conservation Project with Larimer County and the City of Loveland. Member Kley seconded the motion. The motion was unanimously approved 8-0.***

December 5, 2023

## AGENDA ITEM SUMMARY

City Council



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### STAFF

Jason Graham, Director, Water Utilities  
Ken Sampley, Director, Stormwater Engineering and Development Review  
Eric Potyondy, Assistant City Attorney

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### SUBJECT

**Resolution 2023-105 Authorizing the City Manager to Enter Into an Agreement Between the City of Fort Collins and Numerous Stakeholders Regarding Operation and Maintenance of Boxelder Creek Watershed Dams (B Dams B-2, B-3, and B-4).**

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### EXECUTIVE SUMMARY

The purpose of this item is to authorize the City Manager to execute an intergovernmental agreement (IGA) between the City of Fort Collins and numerous stakeholders regarding the operation and maintenance of the Boxelder Creek Watershed Dams (B Dams B-2, B-3, and B-4). These flood control dams were built in the 1970s and 1980s to protect agricultural lands and rural properties from flooding and erosion damage. In 2014, the Colorado State Engineer's Office (SEO) elevated their hazard classification for the dams from "moderate" to "high" due to the increased urban and suburban development and resulting flood risk to properties and citizens downstream of the facilities.

Initial costs to design and construct improvements to the B Dams were in the range of \$70 million to meet dam safety requirements. Municipal stakeholders joined together to pursue a new approach that utilized a Risk and Consequence Analysis to demonstrate that the risk will be greatly mitigated if adequate warning of flooding could be provided for the dams in lieu of the costly improvements. The IGA allocates respective costs to fund the flood warning system as well as the operations and maintenance of the B Dams.

The IGA also establishes a Management Committee to provide technical and other recommendations related to the agreement. Each party will designate one person to represent and act on the party's behalf. When possible, appointees should have applicable technical knowledge and skills.

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### STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

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### BACKGROUND / DISCUSSION

A series of flood control dams were built in the 1970s and 1980s to protect agricultural lands from flooding and erosion damage. These dams only detain floodwaters and do not create water supply reservoirs. Boxelder Creek flows from its headwaters in northern Larimer County generally to the south and southeast, through farmlands and along the developed and developing Interstate 25 corridor through various political boundaries towards its confluence with the Cache la Poudre River in eastern Fort Collins. This includes

lands in Fort Collins and the Growth Management Area (GMA). At the time, the North Poudre Irrigation Company (NPIC) acted as the local partner with the Soil Conservation Service (SCS), now the Natural Resources Conservation Service (NRCS), and with the United States Department of Agricultural (USDA) to build the dams. NPIC currently operates and maintains the dams.

In 2014, the SEO completed a routine review of the dams for certification. The land use changes downstream of Dams B-2, B-3 and B-4 from agricultural use to suburban and urban development required a change in the dam classification from “moderate” to “high hazard.” This change in classification of the dams could require expensive rehabilitation and/or reconstruction of the dam emergency spillways and embankments. NPIC and NRCS initiated “Supplemental Watershed Plan and Environmental Assessments” (SWPEAs) for Dams B-2 and B-3 in 2015 to evaluate alternatives to bring the facilities into compliance with current SEO dam safety standards. B-4 was not included due to funding limitations.

In accordance with SEO criteria at that time, if improvements are not made and the dams are decertified, there would be a dramatic change to the downstream floodplain impacting over 1,000 residences and businesses in Wellington, Larimer County, Fort Collins, and Timnath. These dams need to be in place and functional to provide 100-year flood protection for downstream properties and to work in conjunction with the recently completed Boxelder Basin Regional Stormwater Authority (BBRSA) improvements. The Draft B-2 and B-3 SWPEAs were completed in 2017 and 2018. The assessments identified a range of potential improvements to each of the dams that included spillway modifications, overtopping protection installed on the dam embankments, or decommissioning. Conceptual alternative cost estimates varied widely from \$3 to \$25 Million (depending on the dam under review).

In mid-2018, representatives from Fort Collins and Larimer County approached other local governments to form a stakeholder group to further evaluate the Boxelder Creek Watershed Dams and to determine actions and responsibilities to appropriately address flood protection efforts. Pursuant to Resolution 2019-079, an IGA was established in April 2019 by the City and stakeholders to review and refine the potential improvements and to develop potential cost-share approaches to capital and operations and maintenance costs. The consultant Short Elliott Hendrickson, Inc. (SEH) reviewed the draft SWPEAs and provided comments that resulted in revisions to the hydrologic modeling, updated alternative evaluations, and updates to the conceptual estimated costs.

### **Boxelder Creek Watershed Dams Risk and Consequence Analysis**

The SEO Dam Safety Division is the agency responsible for ensuring all dams within Colorado meet standards to protect the general public. The Division updated its Rules and Regulations for Dam Safety and Dam Construction on January 1, 2020 (Colorado Rules). As a result, a new approach to assess dam safety has been incorporated into the rules. The Comprehensive Dam Safety Evaluation (CDSE) tools and process include the completion of a Potential Failure Mode Analysis (PFMA) to evaluate and reduce dam safety risk. This process enables the determination of “potential failure modes” and then characterizes the “likelihood” of the failure mode within a risk context.

The PFMA process was used to evaluate Dams B-2, B-3 and B-4 (Dams B-5 and B-6 were not included since they currently meet SEO regulatory requirements). SEH’s risk analysis indicates that the risks associated with the dams would be greatly mitigated if the Emergency Action Plans (EAPs) for Dams B-2, B-3 and B-4 were updated and water level monitoring and warning systems were to be installed at B Dams B-2, B-3 and B-4.

The SEH report entitled “Executive Summary for Project Development for Boxelder Watershed Dam Rehabilitation - Hydrologic Analyses of Boxelder Watershed Dams B-2, B-3, B-4, B-5, and B-6” gives a good synopsis of the hydrologic modeling and results as well as the PFMA results and is available for review in the Stormwater Engineering and Development Review Division office. Figure 1 on the next page is a Risk Summary Chart for Boxelder Creek Watershed Dams B2, B3 and B4. For the combination of a Low Likelihood of failure and a Level 3 Consequence, the notations from the State Engineer’s Office

indicate that with the provision of an adequate warning system, all 3 dams will meet the acceptable (green) hydrologic adequacy requirement.

Failure Likelihood Category	Very High				
	High				
	Moderate				
	Low			All Dams - Adequate Warning	All Dams - Little or No Warning
	Remote				
		Level 1	Level 2	Level 3	Level 4
Consequence Level					

**Figure 1 – Risk Summary Chart – Dams B-2, B-3, and B-4**

SEH's risk analysis indicates that the risks associated with the dams would be greatly mitigated if the Emergency Action Plans (EAPs) for Dams B-2, B-3 and B-4 were updated and water level monitoring and warning systems were to be installed at B Dams B-2, B-3 and B-4.

The SEH report entitled "Executive Summary for Project Development for Boxelder Watershed Dam Rehabilitation - Hydrologic Analyses of Boxelder Watershed Dams B-2, B-3, B-4, B-5, and B-6" gives a good synopsis of the hydrologic modeling and results as well as the PFMA results and is available for review in the Stormwater Engineering and Development Review Division office.

On October 10, 2023, the SEO provided Risk Informed Hydrologic Adequacy Acknowledgment letters for B Dams B-2, B-3 and B-4 stating the hydrologic risk for each dam was acceptably low and satisfactory at this time if the following conditions are met:

1. Install and maintain the early warning systems at the dams, connect them to Larimer County's Emergency Flood Warning System. Provide formal notification to the SEO when the installation is completed and the system is operational;
2. Update and distribute the Emergency Action Plans annually. Include inundation maps for both extreme spillway release in addition to those associated with dam failures; and
3. Finalize and execute the Operations and Maintenance IGA for the B Dams that clearly designate ownership, responsibility and decision-making authority. Provide the final executed IGA to the SEO.

## Management Committee

To facilitate the implementation of and manage the IGA and to provide technical and other recommendations, a Management Committee is to be created with each party appointing one person with

applicable technical knowledge and skills. Appointees shall be entitled to bring staff or consultants with applicable technical knowledge and skills to meetings.

The Management Committee shall:

- Adopt bylaws to facilitate its conduct of business;
- Meet at least annually;
- Shall provide advice and recommendations to the Parties, including to their staff and governing boards, regarding matters under this Agreement;
- Shall complete tasks delegated to it under this Agreement including:
  - Provide direction and recommendations to the Fiscal Manager;
  - Establish budgets; and
  - Review and update the Cost Allocation Model a minimum of once every five years.
- The committee shall operate by consensus.

## CITY FINANCIAL IMPACTS

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The initial SWPEAs for B Dams B2 and B3 had estimated construction costs in the range of \$28 Million and \$13 Million, respectively. B Dam B4 did not have a cost estimate yet but it was thought to be in the range of \$8 to \$15 Million. Adding those together gave a total of approximately \$56 Million. That would be a very high cost for the municipal stakeholders to absorb.

In consideration of the SEO's B Dam hydrologic adequacy acknowledgment letters, the financial impacts have been significantly reduced. The IGA specifies the cost allocations for the following items:

1. Initial procurement and installation of the Early Flood Warning System;
2. First five years of annual estimated operations and maintenance costs; and
3. A 5 Year Plan to fund the Operations and Maintenance Fund.

The cost for Item 1 above is specified in the IGA to be \$20,000 for each of the B Dam partners. However, in the last 2 months, Larimer County has secured a Pre-Disaster Mitigation (PDM) grant in a total amount of \$1,000,000. The grant is 90% Federal Funding and 10% Local Funding. As a result, Fort Collins' share of the initial costs for the Flood Warning system will be \$2,000.

The costs for Items 2 and 3 are based on the established Cost Allocation Model (also outlined in the IGA) which assigns responsibility percentages to each of the Parties. Fort Collins' percentage is 20.7%. Accordingly, the annual cost to Fort Collins for Item 2 is \$7,659 and for Item 3 it is \$50,103. Council previously approved \$90,000 in both 2023 and 2024 for the Boxelder Creek Watershed Dams. As a result, no additional funding will be needed until the 2025-2026 Budget.

## BOARD / COMMISSION / COMMITTEE RECOMMENDATION

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At its November 16, 2023, meeting, the Water Commission recommended that Council adopt the Resolution authorizing the City Manager to enter into an Agreement between the City of Fort Collins and Numerous Stakeholders regarding the Operation and Maintenance of Boxelder Creek Watershed Dams (B Dams B-2, B-3, AND B-4). An excerpt of the draft minutes is attached.

**PUBLIC OUTREACH**

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On July 6, 2019, Council approved Resolution 2019-079. The Resolution, in conjunction with relevant authorizations by the other Parties, funded a joint study of the B Dams ("Study") in order to, among other things, gather the data, facts, and analyses necessary to fully evaluate the B Dams and issues related to flood risks along Boxelder Creek. This funding was used for the consultant that prepared the Potential Failure Mode Analysis (PFMA) to evaluate and reduce dam safety risk.

**ATTACHMENTS**

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1. Resolution for Consideration
2. Exhibit A to Resolution
3. Adequacy Letter – B Dam B2, October 10, 2023
4. Adequacy Letter – B Dam B3, October 10, 2023
5. Adequacy Letter – B Dam B4, October 10, 2023
6. Water Commission Meeting Minutes, November 16, 2023 (excerpt)
7. Presentation



RESOLUTION 2023-105  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT  
BETWEEN THE CITY OF FORT COLLINS AND NUMEROUS STAKEHOLDERS  
REGARDING OPERATION AND MAINTENANCE OF  
BOXELDER CREEK WATERSHED DAMS (B DAMS B-2, B-3, AND B-4)

WHEREAS, the watershed of Boxelder Creek includes various lands in northern Larimer County, including lands in Fort Collins and its municipal boundaries and Growth Management Area; and

WHEREAS, Boxelder Creek flows from its headwaters in northern Larimer County generally to the south and southeast, through farmlands and along the developed and developing Interstate 25 corridor through various political boundaries towards its confluence with the Cache la Poudre River in eastern Fort Collins; and

WHEREAS, Boxelder Creek is prone to potential flood risks; and

WHEREAS, to help address these flood risks, there is a series of dams upstream of Fort Collins known as the Boxelder Creek Watershed Dams, which includes dams B-2, B-3, B-4, B-5, and B-6, which were constructed in or around the 1970s and 1980s, at a time when there was less development along Boxelder Creek downstream of the B Dams; and

WHEREAS, this Resolution and the Agreement referenced herein only concern the Boxelder Creek Watershed Dams B-2, B-3, and B-4, hereinafter referred to as the “B Dams”; and

WHEREAS, Colorado Division of Water Resources, Dam Safety Branch changed the classification of the B Dams from “Moderate Hazard” to “High Hazard” on or around July 11, 2013, pursuant to the Rules and Regulations for Dam Safety and Construction, 2 CCR 402-1, due to the increase in development along and in the Boxelder Creek floodplain below these flood control structures; and

WHEREAS, the change of the classification of the B Dams prompted a regional conversation regarding the B Dams, including their operation and maintenance; and

WHEREAS, the City, Larimer County, the North Poudre Irrigation Company, the Town of Timnath, and the Town of Wellington (collectively, the “Parties”) each have significant interests related to the B Dams; and

WHEREAS, pursuant to the City’s Resolution 2019-079 and relevant authorizations for the other Parties, the Parties funded and performed a joint study of the B Dams (“Study”) in order to, among other things, gather the data, facts, and analyses necessary to fully evaluate the B Dams and issues related to flood risks along Boxelder Creek; and

WHEREAS, using the Study and other relevant information, the Parties have negotiated an agreement regarding the operation and maintenance of the B Dams (the “Agreement”) attached hereto as Exhibit “A”, and incorporated herein by reference; and

WHEREAS, the City Manager and City staff have recommended approval of the Agreement by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the City Manager is hereby authorized to execute an Agreement substantially in the form of Exhibit “A”, with such additional terms and conditions as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to protect the interests of the City or effectuate the purposes of this Ordinance.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 5th day of December, 2023.

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Mayor

ATTEST:

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City Clerk

**AGREEMENT REGARDING OPERATION AND MAINTENANCE OF  
BOXELDER CREEK WATERSHED DAMS  
(B DAMS B-2, B-3, and B-4)**

This Agreement, dated and effective \_\_\_\_\_, is entered into by the following Parties:

- Board of County Commissioners of Larimer County, a political subdivision of the State of Colorado;
- North Poudre Irrigation Company, a Colorado mutual ditch and reservoir company;
- City of Fort Collins, a Colorado municipal corporation;
- Town of Timnath, a Colorado municipal corporation; and
- Town of Wellington, a Colorado municipal corporation.

*\* See Paragraph 2 for a list of defined terms used in this Agreement \**

**RECITALS**

**Boxelder Creek Watershed**

A. The watershed of Boxelder Creek includes various lands in northern Larimer County. From the headwaters, Boxelder Creek flows generally to the south and southeast, through farmlands and along the developed and developing Interstate 25 corridor through various political boundaries (including those of some of the Parties) towards its confluence with the Cache la Poudre River in eastern Fort Collins.

B. Water from Boxelder Creek then flows down the Cache la Poudre River generally to the east through more farmlands, developed and developing lands, and additional political boundaries (including those of some of the Parties).

**General History of the Boxelder Creek Watershed Dams**

C. Boxelder Creek is prone to potential flood risks. To help address these risks, the Boxelder Creek Watershed Dams B-2, B-3, B-4, B-5, and B-6 were constructed in or around the 1970s and 1980s, at a time when there was less development along Boxelder Creek and its floodplain downstream. This Agreement, however, is with respect to the Boxelder Creek Watershed Dams B-2, B-3, and B-4 only, hereinafter referred to as the “B Dams.”

D. The original sponsors for the B Dams included the Fort Collins Soil Conservation District, the West Greeley Soil Conservation District, Larimer County, North Poudre, the Frontier Soil Conservation District, the Laramie Rivers Soil Conservation District, and the Colorado State Soil Conservation Board, with assistance from the U.S. Soil Conservation Service.

E. The purpose of the B Dams is described in the report entitled “Watershed Work Plan Boxelder Creek Watershed Larimer & Weld Counties, Colorado Albany & Laramie Counties, Wyoming dated February 1971.” That report states: “[t]he project objectives are to reduce damages to agricultural land and crops, irrigation facilities, farmsteads, highways, embankments

and bridges from 10-year frequency storms or larger and to the town of Wellington from the 100-year frequency storms.”

### **Ownership and Operation of the B Dams**

F. North Poudre holds fee simple ownership of the land around the B Dam B-2. *See* Larimer County Assessor Parcels 9024000945, 9024000949, 8027000936. Fee simple ownership of portions of the land encompassing the upstream impoundment area and portions of the land downstream of the outlet are owned by non-parties to this Agreement.

G. North Poudre holds fee simple ownership of the land for the spillway of the B Dam B-3. *See* Larimer County Assessor Parcel 8027000936. Fee simple ownership of portions of the land encompassing the upstream impoundment area, the dam, and portions of the land downstream of the outlet and spillway are owned by non-parties to this Agreement, and occupation and use of those lands is pursuant to applicable agreements and easements.

H. Fee simple ownership of the land encompassing the dam of B-Dam B-4, upstream impoundment areas outlet and land downstream is owned by non-parties to this Agreement, and occupation and use of the land is pursuant to applicable agreements and easements.

I. North Poudre entered into an agreement with the U.S. Soil Conservation Service for Operations and Maintenance of Floodwater Retarding Structure Dam B-2 and B-2 Diversion on January 4, 1980.

J. North Poudre entered into an agreement with the U.S. Soil Conservation Service for Operations and Maintenance of Floodwater Retarding Structure Dam B-3 on February 21, 1977.

K. North Poudre entered into an agreement with the U.S. Soil Conservation Service for Operations and Maintenance of Floodwater Retarding Structure Dam B-4 on June 30, 1976 and revised on September 16, 1980.

### **Dam Safety Office Reclassification of the B Dams**

L. The Dam Safety Office changed the classification of the B Dams from “Moderate Hazard” to “High Hazard” on or around July 11, 2013 pursuant to the Dam Safety Regulations due to the increase in development along and in the Boxelder Creek floodplain below these flood control structures.<sup>1</sup>

M. The Management Committee (originally called the technical advisory committee) was formed to provide technical input and representation of the Parties. Under direction from the Management Committee, consulting services were acquired from SEH and paid for by contributions from the Parties.

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<sup>1</sup> The classification of B Dams B-5 and B-6 may be changed in the future, but at this time the Dam Safety Office had not communicated any intent to reclassify the hazard classifications of those two structures, which are not the subject of this Agreement.

N. NRCS contracted with Golder Engineering to study B Dams B-2 and B-3. The product of that engagement was the Golder Report. The Golder Report identified and recommended significant structural improvements to B Dams B-2 and B-3 for attaining compliance with Dam Safety Regulations. Under the direction of the Management Committee, SEH was engaged and identified and structural improvements to B Dam B-4 for purposes of compliance with the Dam Safety Regulations.

O. The Dam Safety Office performed a Qualitative Risk Assessment utilizing comprehensive dam safety evaluation tools and methodologies by plotting “Likelihood of Failure” against the “Consequence Category” for overtopping dam failure and found that the B Dams fall within an “Acceptable” risk range suggesting no immediate need for action to reduce the probability of failure.<sup>2</sup> With this additional assessment, the Dam Safety Office determined that the structural improvements identified in the Golder Report and the SEH Report would not be required for the B Dams to be in compliance with the Dam Safety Regulations.

P. The risk assessment performed by the Dam Safety Office assumed an up-to-date EAP would be developed and assumed appropriate warning and response to any hydrologic events in the Boxelder Creek basin would be in place and recommended the following for the B Dams:

1. Provide a clear designation of ownership and responsibility for operations and maintenance and decision making for the B Dams.
2. Available funding should be directed toward routine regular maintenance and repairs to ensure dam operation and reduce the likelihood of failure to the lowest level.
3. A robust emergency action planning program should be used to mitigate consequences associated with extreme spillway releases from the B Dams in addition to those associated with dam failures.
4. Existing available funding should be used for focused improvements to instrumentation, warning systems, and EAP activities to ensure reduction of consequences for a range of hydrologic events.
5. Inundation mapping for spillway flows should be part of the EAP for each of the B Dams.
6. While enlarging the spillways of the B Dams may further reduce the likelihood of an overtopping failure, enlarging beyond a certain point may result in adverse impacts. Larger spillway flows alone increase the risk to the populations currently at risk downstream. A sensitivity analysis should be used to identify

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<sup>2</sup> The Analysis and Conclusions of the Qualitative Risk Assessment performed by the Dam Safety Office for B Dam B-2 is found in a memo entitled “Boxelder B-2 Dam - Spillway Adequacy and Hydrologic Hazard Analysis Memorandum” dated April 16, 2020.

The Analysis and Conclusions of the Qualitative Risk Assessment performed by the Dam Safety Office for B Dam B-3, is found in a memo entitled “Revised Spillway Adequacy and Hydrologic Hazard Analysis Workshop Results – Floodwater Ret. B-3 (aka Boxelder Dam B-3), DAMID 030415 SEH No. 152112” dated September 11, 2020.

The Analysis and Conclusions of the Qualitative Risk Assessment performed by the Dam Safety Office for B Dam B-4, is found in a memo entitled “Spillway Adequacy and Hydrologic Hazard Analysis Workshop Results – Floodwater Ret. B-4 (aka Boxelder Dam B-4), DAMID 030414 SEH No. 152112” dated September 21, 2020.

the appropriate level of spillway capacity increase along with other dam modifications that would convey a remote AEP storm and limit incremental risk downstream.

### **Parties' Desire to Address Certain B Dams Issues**

Q. The B Dams provide various benefits to the Parties. The Parties value regional collaboration, especially in preparation for and response to disasters and emergencies. Following a thorough examination of the issues, the Parties desire to address certain concerns associated with the B Dams as set forth in this Agreement.<sup>3</sup>

R. Colo. Const. Art. XIV, §18(2) and C.R.S. § 29-1-201 *et seq.* authorize the Parties to enter into agreements, including agreements providing for cost-sharing as provided for in this Agreement.

S. In consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows.

### **AGREEMENT**

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated as if fully restated in their entirety.

2. **Defined Terms.** The terms used in this Agreement shall be as defined in this Paragraph 2 and shall otherwise be given their ordinary meaning.

2.1. **"B Dams"** are the Boxelder Creek Watershed Dams (also known as the Boxelder Creek Watershed Floodwater Retarding Structures), comprising three dams, being B Dams B-2, B-3, and B-4.<sup>4</sup>

2.2. **"Cost Allocation Model"** is a model developed by the Parties to allocate costs related to this Agreement. The Cost Allocation Model is outlined in "SEH Memorandum Cost Allocation Model Update (Task 8.0)" dated December 11, 2020.

2.3. **"Dam Safety Office"** is the Colorado Division of Water Resources (also known as the Office of the State Engineer), Dam Safety Branch.

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<sup>3</sup> Final analysis and conclusions are found in the SEH Report titled "Project Development for Boxelder Watershed Dam Rehabilitation – Boxelder Watershed Dams B-2, B-3, B-4, B-5, and B-6 Larimer County, Colorado SHE PN 152112" dated May 10, 2021.

<sup>4</sup> B Dams B-5 and B-6 and other improvements that were part of the original NRCS project associated with the B Dams are not the subject of this Agreement.



## EXHIBIT A TO RESOLUTION 2023-105

- 2.4. “Dam Safety Regulations” are the Rules and Regulations for Dam Safety and Construction, 2 CCR 402-1.
- 2.5. “EAP” is an emergency action plan.
- 2.6. “Fiscal Manager” is the Party designated under this Agreement (*see* Paragraph 7) to act as the fiscal agent on behalf of all Parties for funds under this Agreement.
- 2.7. “Fort Collins” is the City of Fort Collins, a Colorado municipal corporation.
- 2.8. “Golder Report” is a report, dated August 21, 2018, summarizing a study conducted by Golder Associates, which was initiated by North Poudre and NRCS
- 2.9. “Larimer County” is Larimer County, a political subdivision of the State of Colorado, acting through its Board of County Commissioners.
- 2.10. “Management Committee” is a committee comprising representatives of the Parties.
- 2.11. “Minimum Balance” is the smallest amount of money that is required to be in the O&M Fund.
- 2.12. “North Poudre” is the North Poudre Irrigation Company, a Colorado mutual ditch and reservoir company.
- 2.13. “NRCS” is the Natural Resources Conservation Service (formerly Soil Conservation Service, United States Department of Agriculture).
- 2.14. “O&M Fund” is the operation and maintenance fund created under this Agreement to fund the operation and maintenance of B Dams B-2, B-3, and B-4 and as set forth in this Agreement.
- 2.15. “Responsibility Percentages” are the percentages that each Party is responsible for regarding contributions to the O&M Fund, which are calculated pursuant to the Cost Allocation Model.
- 2.16. “Parties” are the Parties to this Agreement, being Fort Collins, Larimer County, North Poudre, Timnath, and Wellington.
- 2.17. “SEH” is Short Elliot Hendrickson, a consulting firm.
- 2.18. “SEH Report” is a study and report initiated by the Management Committee and conducted by SEH.
- 2.19. “Timnath” is the Town of Timnath, a Colorado municipal corporation.

## EXHIBIT A TO RESOLUTION 2023-105

2.20. “U.S. Soil Conservation Service” is the Soil Conservation Service, United States Department of Agriculture, which is currently known as NRCS.

2.21. “Wellington” is the Town of Wellington, a Colorado municipal corporation.

3. **Effective Date and Term.** This Agreement shall be effective as of the date that all Parties have executed this Agreement, which is stated above on the initial page. This Agreement shall continue in full force and effect as long as any of the B Dams exist, unless this Agreement is terminated in writing by mutual Agreement of the Parties or by court order following the procedures in Paragraph 15.

4. **Overview of Agreement.** This Agreement provides for the operation and maintenance of B Dams and the funding therefor. As described herein, this includes<sup>5</sup> oversight by the Management Committee and cost sharing by the Parties.

5. **North Poudre as Operator of the B Dams.**

5.1. **Operation, Maintenance, and Reimbursement.** It is the intent of the Parties that North Poudre continue to operate and maintain the B Dams. North Poudre shall make routine, regular maintenance, and repairs to ensure the B Dams continue in good operating condition and in compliance with all legal requirements, to reduce the likelihood of failure to the lowest level, and shall prepare and submit any and all required reporting to the Dam Safety Office. As set forth in Paragraph 8.1 below, North Poudre shall prepare annual cost estimates for operation and maintenance of B Dams B-2, B-3, and B-4, for inclusion in the budget such that North Poudre will be reimbursed for such costs pursuant to the terms and conditions of this Agreement. North Poudre shall provide to the Management Committee copies of any and all notices from the Dam Safety Office and other non-privileged documents North Poudre receives that are related to this Agreement and shall notify the Management Committee of any known or anticipated legal or regulatory changes that will impact the B Dams.

**No Effect on Other Agreements.** Nothing in this Agreement changes ownership of the B Dams. *See* Recitals F, G, and H. Nothing in this Agreement amends existing contracts and agreements, including regarding North Poudre’s operation of the B Dams. *See* Recitals I, J, and K.

6. **Management Committee.** To facilitate the implementation of and manage this Agreement and to provide technical and other recommendations related to this Agreement, the Management Committee is created.

6.1. **Representation.** Each Party shall designate one person to represent and act on the Party’s behalf on the Management Committee, and one alternate. Each Party shall be entitled, at its sole discretion, to change its representative and alternate on the

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<sup>5</sup> In this Agreement, “include” signifies a list that is not necessarily exhaustive. *E.g., Lyman v. Town of Bow Mar*, 188 Colo. 216, 222, 533 P.2d 1129, 1133 (1975).

## EXHIBIT A TO RESOLUTION 2023-105

Management Committee, provided that the Party provides prompt notice of the same to the other Parties. When possible, appointees should have applicable technical knowledge and skills. Appointees shall be entitled to bring staff or consultants with applicable technical knowledge and skills to meetings.

- 6.2. **Meetings.** The Management Committee shall meet at least annually. The Management Committee may adopt rules to facilitate its conduct of business.
- 6.3. **Tasks.** The Management Committee shall provide advice and recommendations to the Parties, including to their staff and governing boards, regarding matters under this Agreement. The Management Committee shall also complete tasks delegated to it under this Agreement. This includes:
  - direction and recommendations to the Fiscal Manager;
  - establishing the budgets; and
  - reviewing and updating the Cost Allocation Model.
- 6.4. **Consensus.** The Management Committee shall operate by consensus, with agreement from all Parties required for the Management Committee to act. To this end, Management Committee members shall make a good faith effort to reach consensus, propose alternative solutions, and otherwise work to resolve any issues that prevent consensus. In the event that no consensus can be reached, a Party may request mediation pursuant to Paragraph 15.

7. **Fiscal Manager.**

- 7.1. **Tasks.** The Fiscal Manager shall be the fiscal agent for all Parties for funds under this Agreement to, among other things: ensure compliance with Governmental Accounting Standards Board rules and regulations; and manage the O&M Fund. Upon request, the Fiscal Manager shall promptly provide the Management Committee or any Party copies of its records related to its tasks under this Agreement. The Fiscal Manager shall have a fiduciary responsibility to the Parties. The Fiscal Manager shall provide the Management Committee with an annual report on the O&M Fund and expenditures therefrom prior to setting the annual budget.
- 7.2. **Identification.** Any Party may be the Fiscal Manager. Pursuant to a separate agreement in writing, the Parties may identify a separate non-Party entity to act as the Fiscal Manager. Larimer County shall be the initial Fiscal Manager, subject to Paragraph 7.3.
- 7.3. **Changes to Fiscal Manager.** The Fiscal Manager may change over time, pursuant to agreement by the Parties in writing. The Fiscal Manager shall remain the Fiscal Manager unless and until a new Fiscal Manager is identified and tasks and funds have been transferred to the new Fiscal Manager.

## EXHIBIT A TO RESOLUTION 2023-105

8. **Annual Budget.** The Management Committee shall establish and approve an annual budget for tasks under this Agreement.

- 8.1. The annual budget shall consider and account for:
- North Poudre’s cost estimate for operation and maintenance of the B Dams;
  - Larimer County’s cost estimate for operation and maintenance of the portion of the Early Flood Warning System that relates to the B Dams;
  - the amount currently in the O&M Fund;
  - the amounts reasonably anticipated to come into the O&M Fund in the future; and
  - other relevant costs and matters.
- 8.2. Expenditures in the annual budget shall not exceed revenues. In the event that reimbursable expenditures by North Poudre or the Fiscal Manager are expected to exceed the amount set forth in the annual budget, they shall ask the Management Committee to call a meeting and consider an amendment to the annual budget.

9. **O&M Fund.** The operation and maintenance of the B Dams and the implementation of this Agreement will require funding to come from the Parties. The O&M Fund is thus created.

- 9.1. **Form.** The O&M Fund shall be a separate, designated, and restricted interest-bearing account will be held by the Fiscal Manager.
- 9.2. **O&M Fund Tasks.** The O&M Fund may be used for the operation and maintenance of the B Dams and the implementation of this Agreement. These tasks include: mowing; weed control; fences-related work; rodent/pest control; tree/shrub removal; surveying; engineering inspections/certifications; any and all required reporting to the Dam Safety Office; operation and maintenance of the Early Flood Warning System components related to the B Dams; sediment removal; rehabilitation / restoration of any flood control element of the B Dams, spillways, flood inundation areas, impacted public infrastructure, or other appurtenant facilities deemed necessary for the continued safe operation of the B Dams; and tasks required under this Agreement, including reviewing and updating the Cost Allocation Model. North Poudre, Larimer County, and the Fiscal Manager will submit invoices and supporting documentation to the Fiscal Manager for actual costs for work performed by staff and/or contractors related to the B Dams or this Agreement, and the Fiscal Manager shall reimburse them for such actual, reasonable costs up to the amount set forth in the annual budget.
- 9.3. **Annual Payments in Initial Five Years.** The Parties agree to fund the O&M Fund via five successive annual payments in the amounts as follows:

## EXHIBIT A TO RESOLUTION 2023-105

<b><u>Party</u></b>	<b><u>Annual Amount</u></b>	<b><u>5-Year Total</u></b>
Fort Collins	\$50,103	\$250,515
Larimer County	\$69,927	\$349,635
North Poudre	\$12,102	\$60,510
Timnath	\$28,770	\$143,850
Wellington	\$81,131	\$405,655
<b>Sum Total</b>	<b>\$242,033</b>	<b>\$1,210,165</b>

During the first five years while the O&M Fund is being established and funded, the Parties further agree to pay the minimum annual estimated operations and maintenance costs of \$37,000 per year as follows:

<b><u>Party</u></b>	<b><u>Annual Amount</u></b>
Fort Collins	\$7,659
Larimer County	\$10,690
North Poudre	\$1,850
Timnath	\$4,398
Wellington	\$12,403
<b>Sum Total</b>	<b>\$37,000</b>

- 9.4. **Minimum Balance.** The intent is that the O&M Fund creates interest earned that will fund the annual operation and maintenance of the B Dams. It is the Parties' intent that the Minimum Balance is sufficient to ensure the generation of adequate interest revenue to perpetually fund operation and maintenance of the B Dams. If the O&M Fund falls below the Minimum Balance, the Parties shall replenish the O&F Fund to meet the Minimum Balance as soon as practicable.

9.4.1. Initial Minimum Balance. The initial Minimum Balance of the O&M Fund shall be \$1,200,000.

9.4.2. Updates to the Minimum Balance. The Parties understand and agree that the actual and estimated annual operation and maintenance costs will change over time. The Minimum Balance will thus also need to increase accordingly. The Management Committee shall updated the Minimum Balance when the Cost Allocation Model is reviewed and updated as described in Paragraph 10.2. The Management Committee may also recommend that the Minimum Balance otherwise be updated, which would require the amendment of this Agreement in writing.

10. **Cost Allocation Model.**

- 10.1. **Initial Responsibility Percentages.** Based on the Cost Allocation Model, responsibility for contributions to the O&M Fund shall be distributed among the Parties as follows:

## EXHIBIT A TO RESOLUTION 2023-105

<b><u>Party</u></b>	<b><u>Responsibility Percentages</u></b>
Fort Collins	20.7%
Larimer County	28.9%
North Poudre	5%
Timnath	11.9%
Wellington	33.5%

- 10.2. **Updates to Responsibility Percentages and Minimum Balance of the O&M Fund.** The Management Committee shall review and update the Cost Allocation Model a minimum of once every five years from the date of this Agreement. The Management Committee may consider retaining SEH or another consultant to perform the update under direction from the Management Committee. The Cost Allocation Model shall be reviewed and updated to include the most recent data describing assessed values, residential dwellings, population, and growth impact within the boundaries of each Party, and other relevant factors. Consistent with Paragraph 6.4, all updates to the Cost Allocation Model must be by consensus. Once the Cost Allocation Model has been updated pursuant to this Agreement, updated Responsibility Percentages and the Minimum Balance of the O&M Fund shall be calculated. Notice of the updated Responsibility Percentages and the Minimum Balance of the O&M Fund shall be provided to the Parties pursuant to Paragraph 22 and shall supersede previous Responsibility Percentages and Minimum Balance and shall be considered to be part of this Agreement.

11. **Emergency Flood Warning System.** The Parties will install an Early Flood Warning System described herein.

- 11.1. **Installation.** Larimer County shall procure, install, operate, and maintain in good operating condition three rain and stage gaging stations and one rain-only gage station around the B Dams in locations approved by North Poudre and incorporate these stations into Larimer County's existing Early Flood Warning System.
- 11.2. **Initial Costs.** The cost for initial procurement and installation of the Early Flood Warning System shall be funded by the Parties as follows. These amounts shall be due and payable within 28 days of the execution of this Agreement.

<b><u>Party</u></b>	<b><u>Amount</u></b>
Fort Collins	\$20,000
Larimer County	\$20,000
North Poudre	\$20,000
Timnath	\$20,000
Wellington	\$20,000
<b>Sum</b>	<b>\$100,000</b>

- 11.3. **Operation and Maintenance Costs.** The cost for operation and maintenance of the portions of the Early Flood Warning System related to the B Dams shall be



## EXHIBIT A TO RESOLUTION 2023-105

funded by the Parties via the O&M Fund and pursuant to the budgeting procedures described herein.

12. **Emergency Action Plan (EAP).** The Parties will work together to develop and implement the EAP consistent with the risk assessment performed by the Dam Safety Office. Costs for the development and implementation of the EAP shall come from the O&M Fund and pursuant to the budgeting procedures described herein.

13. **Dam Safety Office Regulations.** The Parties agree to work in good faith to comply with Dam Safety Regulations as set forth in this Agreement.

14. **Data Sharing.** The Parties agree that all data received from the Early Flood Warning System will be shared with the Parties, the National Weather Service, the Larimer County Emergency Management Office, and other departments of the Parties related to emergency services. The Parties may elect to have appropriate emergency response personnel receive the automated alerts generated by the system. It is each Party's own responsibility to keep the alert contact list up to date.

14.1. **Disclaimer.** Larimer County makes no representations or warranties as to the accuracy, timeliness, or completeness of the data provided by the Early Flood Warning System. LARIMER COUNTY MAKES NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESSED OR IMPLIED, WITH RESPECT TO THE DATA PROVIDED BY THE EARLY FLOOD WARNING SYSTEM. Any user of the data accepts the same AS IS, WITH FAULTS, and assumes all the responsibility for the use thereof, and further covenants and agrees to hold Larimer County harmless from and against all damage, loss, or liability arising from any use of this data, in consideration of Larimer County having made this information available.

15. **Remedies.**

15.1. If a Party ("Complaining Party") believes that another party ("Responding Party") has failed to comply with the provisions of this Agreement, the Complaining Party will provide written notification of the same to the Responding Party, which notice shall clearly identify the provisions of this Agreement at issue, and the actions or failure to act that the Complaining Party is alleging. The Responding Party shall have thirty-five days to provide a response, or to address the complaint. If the Complaining Party believes that the Responding Party has failed to achieve compliance after receiving the response, the Complaining Party may require mediation of the issue(s) under Paragraph 15.2.

15.2. If mediation is sought following the procedures of Paragraph 15.1, the Parties shall jointly select a mediator within 35 days following the Complaining Party's written notice to require mediation. The selection of the mediator shall be confirmed in writing. If the Parties cannot jointly select a mediator, each Party shall select a

mediator within 42 days following the Complainant Party's written notice to require mediation and the two selected mediators shall then jointly select a third person to mediate the issue(s) within 56 days following the Complainant Party's written notice to require mediation, who shall be impartial as to the Parties and the issue(s) and have mediation experience. The Parties agree to participate in good faith in such mediation.

15.3. Following the good faith completion of mediation under Paragraph 15.2 or if the two selected mediators are unable to jointly select a third person to mediate the issue(s), the Complainant Party may seek all such remedies available under Colorado law, excluding any exemplary and/or consequential damages.

15.4. This Agreement may be terminated by mutual consent of the Parties, in writing, including if the Agreement no longer serves the purposes of which it was executed.

16. **Annual Appropriations.** Any financial obligations of the Parties arising under this Agreement are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by the respective governing bodies of the Parties in their sole discretion. No term or condition of this Agreement is intended nor shall be interpreted to create a multi-fiscal year obligation or debt of the Parties.

17. **Governmental Immunity.** No term or condition of this Agreement is intended nor shall be construed as a waiver, either express or implied, of the monetary limits, notice requirements, immunities, rights, benefits, defenses, limitations and protections available to the Parties under any applicable law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et. seq.*, as currently written or hereafter amended or implemented.

18. **Relationship of the Parties.** The Parties enter this Agreement as separate and independent entities and shall maintain such status at all times.

19. **No Third-Party Beneficiaries.** This Agreement is intended to describe rights and responsibilities only as between the Parties. It is not intended to and shall not be deemed to confer rights to any persons or entities not named as parties herein.

20. **Assignment.** The benefits and burdens under this Agreement may not be assigned by any Party without the unanimous written consent by all Parties.

21. **Amendment.** No amendment or other modification of this Agreement shall be valid unless pursuant to a written instrument signed by all Parties.

22. **Notices.** All notices provided for under this Agreement shall be effective when hand-delivered, sent by electronic mail- read receipt received, sent by registered or certified mail - return receipt requested, or sent by overnight commercial courier as follows:

EXHIBIT A TO RESOLUTION 2023-105

To Fort Collins:                      City Manager  
   City Hall West  
   300 LaPorte Avenue; P.O. Box 580  
   Fort Collins, Colorado 80522-0580

With copy to:                      Fort Collins City Attorney  
   300 LaPorte Avenue; P.O. Box 580  
   Fort Collins, Colorado 80522-0580

and:                                      Fort Collins Utilities  
   Executive Director  
   700 Wood Street; PO Box 580  
   Fort Collins, Colorado 80522

To County:                              County Manager  
   Larimer County Courthouse Offices  
   200 West Oak St, 2<sup>nd</sup> Floor; PO Box 1190  
   Fort Collins, CO 80522-1190

With copy to:                      Larimer County Attorney's Office  
   PO Box 1606  
   Fort Collins, CO 80522

With copy to:                      Larimer County Engineering Department  
   Attn: County Engineer  
   200 West Oak St., Suite 3000; PO Box 1190  
   Fort Collins, CO 80522-1190

To North Poudre:                      General Manager  
   North Poudre Irrigation  
   3729 Cleveland Ave  
   Wellington, CO 80549

To Timnath:                              Timnath Town Manager  
   4750 Signal Tree  
   Timnath, CO 80547

With copy to:                      Town Attorney  
   4750 Signal Tree  
   Timnath, CO 80547

With copy to:                      Donald Taranto, Town Engineer  
   TST, Inc. Consulting Engineers  
   748 Whalers Way, Suite 200  
   Fort Collins, CO 80525

## EXHIBIT A TO RESOLUTION 2023-105

To Wellington: Wellington Public Works  
Attn: Robert Gowing  
P.O. Box 127  
Wellington, CO 80549

With copy to: Patti Garcia, Town Administrator  
P.O. Box 127  
Wellington, CO 80549

With copy to: March Olive and Sapienza, LLC  
Attn: Dan Sapienza  
1312 S College Ave  
Fort Collins, CO 80524

Any Party hereto may at any time designate a different person or address for purposes of receiving notice by so informing the other parties in writing. Notice shall be deemed effective upon actual receipt thereof, or three (3) days after being deposited in the United States mail or accepted by an overnight delivery service, whichever first occurs.

23. **Counterparts.** This Agreement may be signed in counterparts.

24. **Governing Law.** This Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Colorado. In addition, the Parties acknowledge that there are legal constraints imposed upon the Parties by the constitutions, statutes, and rules and regulations of the State of Colorado and of the United States, and that, subject to such constraints, the Parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any other provisions of this Agreement to the contrary, in no event shall the Parties hereto exercise any power or take any action which shall be prohibited by applicable law. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. Further, no term herein is intended nor shall be interpreted as a waiver of any rights, benefits, or other provisions of the Colorado Governmental Immunity Act, as now enacted and as may be amended, or other state or federal law that provides immunity or restrictions or limits of liability to local governments.

25. **Force Majeure.** No Party hereto shall be considered in default in the performance of an obligation hereunder to the extent that performance of such obligation is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the defaulting Party which could not reasonably have been foreseen and guarded against. Force majeure includes, but is not limited to, acts of god, fires, riots, pandemics, incendiarism, interference by civil or military authorities, compliance with regulations or orders of military authorities, and acts of war (declared or undeclared), provided such cause could not have been reasonably foreseen and guarded against by the defaulting Party. Force majeure shall not include increases in labor, commodity, utility, material, supply, fuel, or energy costs, or compliance with regulations or orders of civil authorities.

26. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable to any extent, the Parties shall meet, confer, and agree on appropriate modifications to this Agreement to ensure that the original intent, obligations, goals, and purposes of this Agreement are satisfied.
27. **Authority.** Each of the Parties represents to the other Parties that such Party has full power and authority to execute, deliver, and perform this Agreement, that such Party has taken the necessary steps that are lawfully required to execute, deliver, and perform this Agreement, and that the individual(s) executing this Agreement on behalf of such Party are fully empowered and authorized to do so.
28. **Venue.** Venue for all purposes shall be deemed proper only in the District Court of Larimer County, Colorado.
29. **Entire Agreement of the Parties.** This Agreement contains the entire agreement of the Parties as to the B Dams and shall be binding on them and their successors.
30. **All Other Agreements Unaffected.** All other agreements to which the Parties have previously agreed are unaffected by this Agreement. By way of example and not limitation, nothing in this Agreement shall affect North Poudre's agreements with the U.S. Soil Conservation Service regarding the B Dams that are referenced above.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed the day and year written below, and subject to the Effective Date as defined in Paragraph 3.

*SIGNATURE PAGE FOLLOWS*

EXHIBIT A TO RESOLUTION 2023-105

**CITY OF FORT COLLINS, COLORADO, a municipal corporation**

By: \_\_\_\_\_  
Kelly DiMartino, City Manager

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
City Attorney's Office



EXHIBIT A TO RESOLUTION 2023-105

**LARIMER COUNTY, COLORADO, a political subdivision of the State of Colorado**

**BOARD OF COUNTY COMMISSIONERS  
LARIMER COUNTY, COLORADO**

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

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

ATTEST:

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
County Attorney's Office

EXHIBIT A TO RESOLUTION 2023-105

**NORTH POUDRE IRRIGATION COMPANY, a Colorado mutual ditch and reservoir company**

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

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

**TOWN OF TIMNATH, COLORADO, a municipal corporation**

By: \_\_\_\_\_  
Mark Soukup, Mayor

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
Town Attorney

**TOWN OF WELLINGTON, COLORADO, a municipal corporation**

By: \_\_\_\_\_  
Calar Chausee, Mayor

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

ATTEST:

By: \_\_\_\_\_  
Ethan Muhs, Town Clerk

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
Town Attorney



**COLORADO**  
**Division of Water Resources**  
 Department of Natural Resources  
 Dam Safety

October 10, 2023

Mr. Eric Tracy, P.E.  
 Larimer County  
 Engineering Department  
 200 W Oak St, 3rd Floor  
 Fort Collins, 80522 | 3rd Floor

When replying, please refer to:  
**FLOODWATER RET. DAM B-2**  
**DAMID 030505**  
**Water Division 1, Water District 3**

Via email: [etracy@larimer.org](mailto:etracy@larimer.org)

Subject: Risk Informed Hydrologic Adequacy Acknowledgement  
 Boxelder Watershed Dam B-2

Dear Mr. Tracy,

The stakeholders and your Engineer, SEH, recently performed issue-specific potential failure mode and risk analyses for hydrologic dam overtopping in general accordance with the *Guidelines for Comprehensive Dam Safety Evaluation Risk Assessments and Risk informed decision Making, State of Colorado March 8, 2021*. The intent of this analyses was to resolve outstanding concerns about hydrologic adequacy of the dam and spillways. The submitted reports summarize the outcome of the Potential Failure Modes Analysis (PFMA) Risk Assessment workshops held in 2020. The details of the study can be found in Spillway Adequacy and Hydrologic Hazard Analysis Memorandum dated April 16, 2020. Boxelder Floodwater Retention Dams B-2 is a typical normally dry high hazard dam located in Larimer County.

Through this hydrologic risk analysis effort, all parties have gained a better understanding of the dam and spillways. Detailed hydrologic modeling developed by your Engineer supports a risk informed decision that the best estimate of the likelihood of hydrologic dam failure and resulting consequences puts the overall risk in an acceptably low category.

**Based on your Engineer's hydrologic risk analyses and our involvement, in accordance with State Dam Safety Rule 5.2.2, we consider the hydrologic risk for Boxelder Dam B-2 in its existing configuration to be acceptably low and satisfactory at this time.** Please be aware that the risk could change in the future if conditions at the dam or downstream development change.

The following actions were identified through the course of this study as reasonable measures that you can take in order to further reduce risk, and therefore, **are Required Actions** consistent with Colorado Dam Safety's risk guidelines and statutory authority:



Mr. Eric Tracy, P.E.  
Floodwater Ret. Dam B-2 - SEO Acknowledgement, Hydrologic Risk  
DAMID: 030505  
October 10, 2023  
Page 2 of 2

- Install and maintain early warning systems at the dam, connected to Larimer County's Emergency Flood Warning System. Provide formal notification to this office when installation and system operation is complete.
- Finalize and maintain Operations and Maintenance Agreement for Boxelder dams that clearly designate ownership, responsibility, and decision-making authority for these dams. Provide final, signed copy to this office.
- Update and distribute the Emergency Action Plans annually. Include inundation maps for both extreme spillway releases in addition to those associated with dam failures.

We appreciate your efforts in completing this rigorous hydrologic risk assessment to better assess the risks associated with these dams. Please contact Dam Safety Engineer, Kallie Bauer (970) 420-4539 if you have any further dam safety related questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "J.E. Hunyadi", with a stylized flourish at the end.

John E. Hunyadi, P.E.  
Chief, Colorado Dam Safety Program

ec: Corey DeAngelis, Division Engineer, WD #1  
Mark Simpson, WD 3 Water Commissioner  
Jackie Blumberg, Dam Safety Engineer  
Kallie Bauer, Colorado Dam Safety Engineer





**COLORADO**  
**Division of Water Resources**  
Department of Natural Resources  
Dam Safety

October 10, 2023

Mr. Eric Tracy, P.E.  
Larimer County  
Engineering Department  
200 W Oak St, 3rd Floor  
Fort Collins, 80522 | 3rd Floor

When replying, please refer to:  
**FLOODWATER RET. DAM B-3**  
**DAMID 030415**  
**Water Division 1, Water District 3**

Via email: [etracy@larimer.org](mailto:etracy@larimer.org)

Subject: Risk Informed Hydrologic Adequacy Acknowledgement  
Boxelder Watershed Dams B-3

Dear Mr. Tracy,

The stakeholders and your Engineer, SEH, recently performed issue-specific potential failure mode and risk analyses for hydrologic dam overtopping in general accordance with the *Guidelines for Comprehensive Dam Safety Evaluation Risk Assessments and Risk informed decision Making, State of Colorado March 8, 2021*. The intent of this analyses was to resolve outstanding concerns about hydrologic adequacy of the dam and spillways. The submitted reports summarize the outcome of the Potential Failure Modes Analysis (PFMA) Risk Assessment workshops held in 2020. The details of the study can be found in Spillway Adequacy and Hydrologic Hazard Analysis Memorandum dated July 22, 2020. Boxelder Floodwater Retention Dams B-3 is a typical normally dry high hazard dam located in Larimer County.

Through this hydrologic risk analysis effort, all parties have gained a better understanding of the dam and spillways. Detailed hydrologic modeling developed by your Engineer supports a risk informed decision that the best estimate of the likelihood of hydrologic dam failure and resulting consequences puts the overall risk in an acceptably low category.

***Based on your Engineer's hydrologic risk analyses and our involvement, in accordance with State Dam Safety Rule 5.2.2, we consider the hydrologic risk for Boxelder Dam B-3 in its existing configuration to be acceptably low and satisfactory at this time.*** Please be aware that the risk could change in the future if conditions at the dam or downstream development change.

The following actions were identified through the course of this study as reasonable measures that you can take in order to further reduce risk, and therefore, are **Required Actions**, consistent with Colorado Dam Safety's risk guidelines and statutory authority:



Mr. Eric Tracy, P.E.  
Floodwater Ret. B-3 Dam - SEO Acknowledgement, Hydrologic Risk  
DAMID: 030415  
October 10, 2023  
Page 2 of 2

- Install and maintain early warning systems at the dam, connected to Larimer County's Emergency Flood Warning System. Provide formal notification to this office when installation and system operation is complete.
- Finalize and maintain Operations and Maintenance Agreement for Boxelder dams that clearly designate ownership, responsibility, and decision-making authority for these dams. Provide final, signed copy to this office.
- Update and distribute the Emergency Action Plans annually. Include inundation maps for both extreme spillway releases in addition to those associated with dam failures.

We appreciate your efforts in completing this rigorous hydrologic risk assessment to better assess the risks associated with these dams. Please contact Dam Safety Engineer, Kallie Bauer (970) 420-4539 if you have any further dam safety related questions.

Sincerely,



John E. Hunyadi, P.E.  
Chief, Colorado Dam Safety Program

ec: Corey DeAngelis, Division Engineer, WD #1  
Mark Simpson, WD 3 Water Commissioner  
Jackie Blumberg, Dam Safety Engineer  
Kallie Bauer, Dam Safety Engineer



**COLORADO**  
**Division of Water Resources**  
Department of Natural Resources  
Dam Safety

October 10, 2023

Mr. Eric Tracy, P.E.  
Larimer County  
Engineering Department  
200 W Oak St, 3rd Floor  
Fort Collins, 80522 | 3rd Floor

When replying, please refer to:  
**FLOODWATER RET. DAM B-4**  
**DAMID 030414**  
**Water Division 1, Water District 3**

Via email: [etracy@larimer.org](mailto:etracy@larimer.org)

Subject: Risk Informed Hydrologic Adequacy Acknowledgement  
Boxelder Watershed Dam B-4

Dear Mr. Tracy,

The stakeholders and your Engineer, SEH, recently performed issue-specific potential failure mode and risk analyses for hydrologic dam overtopping in general accordance with the *Guidelines for Comprehensive Dam Safety Evaluation Risk Assessments and Risk informed decision Making, State of Colorado March 8, 2021*. The intent of this analyses was to resolve outstanding concerns about hydrologic adequacy of the dam and spillways. The submitted reports summarize the outcome of the Potential Failure Modes Analysis (PFMA) Risk Assessment workshops held in 2020. The details of the study can be found in Spillway Adequacy and Hydrologic Hazard Analysis Memorandum dated September 21, 2020. Boxelder Floodwater Retention Dams B-4 is a typical normally dry high hazard dam located in Larimer County.

Through this hydrologic risk analysis effort, all parties have gained a better understanding of the dam and spillways. Detailed hydrologic modeling developed by your Engineer supports a risk informed decision that the best estimate of the likelihood of hydrologic dam failure and resulting consequences puts the overall risk in an acceptably low category.

**Based on your Engineer's hydrologic risk analyses and our involvement, in accordance with State Dam Safety Rule 5.2.2, we consider the hydrologic risk for Boxelder Dam B-4 in its existing configuration to be acceptably low and satisfactory at this time.** Please be aware that the risk could change in the future if conditions at the dam or downstream development change.

The following actions were identified through the course of this study as reasonable measures that you can take in order to further reduce risk, and therefore, are **Required Actions** consistent with Colorado Dam Safety's risk guidelines and statutory authority:

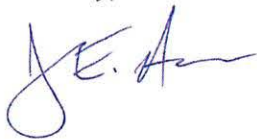


Mr. Eric Tracy, P.E.  
Floodwater Ret. B-4 Dam - SEO Acknowledgement, Hydrologic Risk  
DAMID: 030414  
October 10, 2023  
Page 2 of 2

- Install and maintain early warning systems at the dam, connected to Larimer County's Emergency Flood Warning System. Provide formal notification to this office when installation and system operation is complete.
- Finalize and maintain Operations and Maintenance Agreement for Boxelder dams that clearly designate ownership, responsibility, and decision-making authority for these dams. Provide final, signed copy to this office.
- Update and distribute the Emergency Action Plans annually. Include inundation maps for both extreme spillway releases in addition to those associated with dam failures.

We appreciate your efforts in completing this rigorous hydrologic risk assessment to better assess the risks associated with these dams. Please contact Dam Safety Engineer, Kallie Bauer (970)420-4539 if you have any further dam safety related questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "J.E. Hunyadi", with a stylized flourish at the end.

John E. Hunyadi, P.E.  
Chief, Colorado Dam Safety Program

cc: Corey DeAngelis, Division Engineer, WD #1  
Mark Simpson, WD 3 Water Commissioner  
Jackie Blumberg, Dam Safety Engineer  
Kallie Bauer, Colorado Dam Safety Engineer

# MINUTES

CITY OF FORT COLLINS • BOARDS AND COMMISSIONS



## EXCERPT from DRAFT UNAPPROVED MINUTES WATER COMMISSION REGULAR MEETING

Nov. 16, 2023, 5:30-7:30 p.m.

Hybrid in person at 222 LaPorte Ave and online via Zoom

*The Water Commission advises City Council regarding water, wastewater, and stormwater policy issues such as water rights, planning, acquisition and management, conservation and public education, floodplain regulations, storm drainage, and development criteria. Read more at <https://www.fcgov.com/cityclerk/boards/water>.*

### ROLL CALL

- *Commissioners Present In Person:* James Bishop, Rick Kahn, John Primsky, Jason Tarry
- *Commissioners Present via Zoom:* Tyler Eldridge, Kent Bruxvoort
- *Commissioners Absent - Excused:* Jordan Radin (Chairperson), Paul Herman (Vice Chairperson), Greg Steed
- *Staff Members Present In Person:* Matt Fater, Katherine Martinez, Jen Dial, Ken Sampley
- *Staff Members Present via Zoom:* Michael Neale
- *Members of the Public:* None

### Regular Item

#### **Ordinance Authorizing Intergovernmental Agreement (IGA) Regarding Operation and Maintenance of Boxelder Creek Watershed Dams**

*Ken Sampley, Director of Stormwater Engineering and Development Review*

Mr. Sampley showed maps and provided an overview of the history of the dams (which are owned by North Poudre Irrigation Company) and the City's upcoming participation as one of five entities to sign the agreement regarding operation and maintenance of Boxelder Creek Watershed Dams (B-2, B-3, and B-4) a.k.a. "BCW Dams" or "B-Dams."

The dams – which vary in height up to about 40 feet high - serve as flood control facilities to reduce flood risks to downstream lands. They were originally rated "Low Hazard" because most downstream land was undeveloped. In 2013, the Colorado Dam Safety Division of the State Engineer's Office reviewed the facilities and increased the hazard rating to "High" due to significant development over the past 40 years. As a result, B-Dams 2,3, and 4 do not meet safety and performance standards. Mr. Sampley became concerned and contacted Larimer County and other municipal entities.

Water Commission recommended at its June 20, 2019 meeting that City Council adopt an IGA between the same Boxelder Creek Watershed B-Dams municipal stakeholders to develop an approach for construction of improvements and also for the operations



# MINUTES

CITY OF FORT COLLINS • BOARDS AND COMMISSIONS



## **DRAFT UNAPPROVED MINUTES** WATER COMMISSION

### **REGULAR MEETING**

and maintenance of the B-Dams. City Council adopted Resolution 2019-079 and executed the IGA on in July 2019.

Initial costs to design and construct improvements to the B Dams were in the range of \$70 million to meet dam safety requirements. In 2020, the SEO Dam Safety Division updated its Rules and Regulations for Dam Safety and Dam Construction to include a new approach to assess dam safety. This included a Potential Failure Mode Analysis (PFMA) to evaluate and reduce dam safety risk. This process enables the determination of "potential failure modes" and then characterizes the "likelihood" of the failure mode within a risk context.

The PFMA process was used to evaluate Dams B-2, B-3 and B-4 (Dams B-5 and B-6 were not included since they currently meet SEO regulatory requirements). SEH's risk analysis indicated that the B Dams have a "Low" likelihood of failure and a "Level 3" consequence level if the Emergency Action Plans (EAPs) for each Dam were updated and water level monitoring and warning systems were to be installed.

On October 10, 2023, the SEO provided Risk Informed Hydrologic Adequacy Acknowledgment letters for B Dams B-2, B-3 and B-4 stating the hydrologic risk for each dam was acceptably low and satisfactory at this time if the following conditions are met:

1. Install and maintain the early warning systems at the dams, connect them to Larimer County's Emergency Flood Warning System. Provide formal notification to the SEO when the installation is completed and the system is operational;
2. Update and distribute the Emergency Action Plans annually. Include inundation maps for both extreme spillway release in addition to those associated with dam failures; and,
3. Finalize and execute the Operations and Maintenance IGA for the B Dams that clearly designate ownership, responsibility and decision-making authority. Provide the final executed IGA to the SEO

The IGA allocates respective costs to fund the flood warning system as well as the operations and maintenance of the B Dams. Costs are allocated on a percentage basis for impacted communities. Fort Collins' share is 20.7%. City Council previously approved annual funding of \$90K in 2023 and 2024, therefore no additional funding is needed until 2025-2026. .

The Management Committee will be established to implement the agreement and to provide technical and other recommendations. Each entity will designate one



# MINUTES

CITY OF FORT COLLINS • BOARDS AND COMMISSIONS



## DRAFT UNAPPROVED MINUTES WATER COMMISSION

### REGULAR MEETING

representative, the committee shall adopt bylaws to facilitate its conduct of business, meet at least annually, provide advice and recommendations to the parties; complete tasks delegated under the IGA; and shall operate by consensus.

#### Discussion Highlights

Commissioners commented on or inquired about various related topics including capital expenditures; the planned early warning system; whether NPIC irrigates out of these reservoirs; dams became “high hazard” but this doesn’t mean they’re jeopardized structures (Mr. Sampley confirmed this is true); water runs through the dams but is not stored; and the dams are designed to withstand large hydrologic events. Wellington has the most risk; Fort Collins and Larimer County have approximately equal risk, and Timnath has a slightly lower risk. Larimer County will serve as the “Fiscal Manager” as outlined in the IGA.

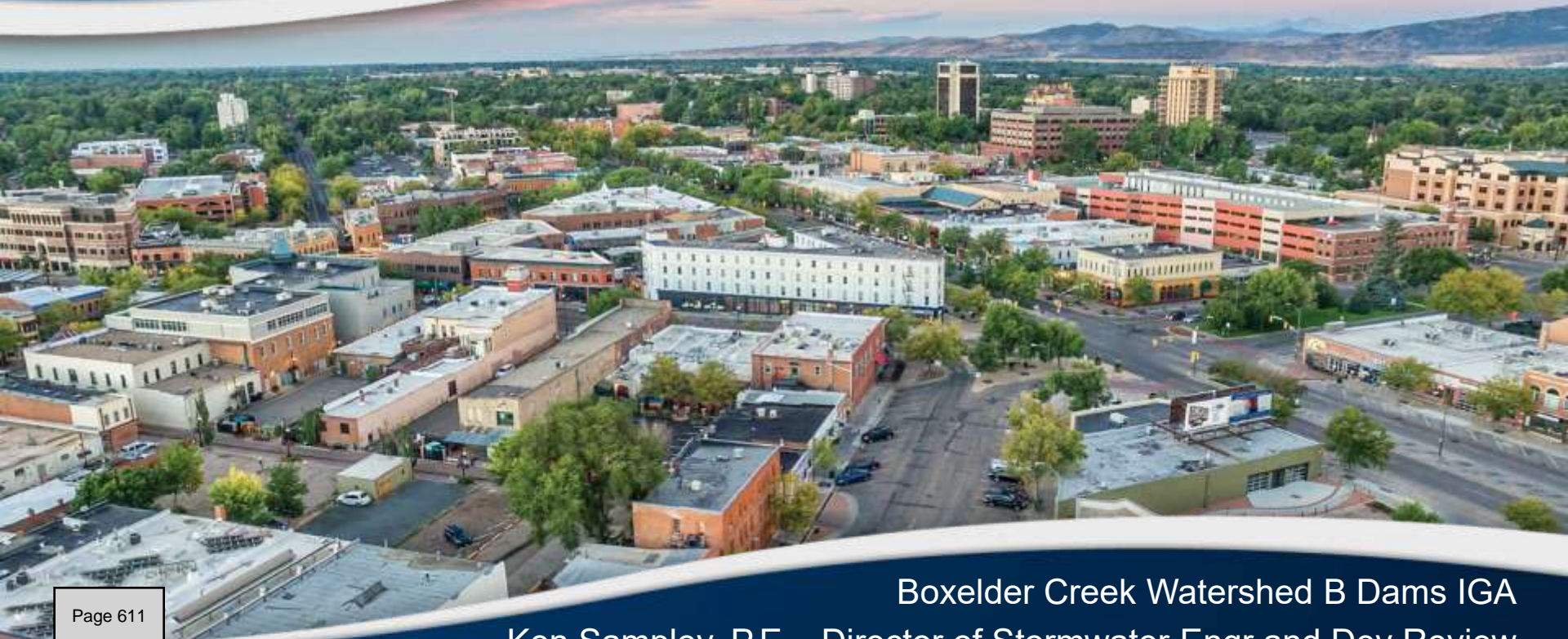
**Commissioner Bruxvoort moved** that the Water Commission recommends City Council authorize the City Manager to enter into an agreement between the City of Fort Collins and numerous stakeholders regarding operation and maintenance of Boxelder creek watershed dams as proposed.

**Commissioner Primsky seconded the motion.**

**Discussion on Motion:** Fixed date in contract; no sunset date; reevaluation of portions every five years due to future development and county annexations to consider.

**Vote on the Motion:** it passed unanimously, **6-0**.

*Draft minutes will be approved by the Water Commission on Dec. 7, 2023.*



- Does Council support the City entering into an Intergovernmental Agreement (IGA) with other municipal stakeholders for the operation and maintenance of Boxelder Creek Watershed Dams (B-2, B-3 and B-4)?
- Does Council have other questions for staff?

# Background and History 1



- Boxelder Creek Watershed Dams (B Dams) were built in late 1970s and early 1980's
- Goal -- Reduce flood risks for downstream land
- B Dams currently owned by North Poudre Irrigation Company (NPIC)
- 2013 -- State Engineer's Office (SEO) increased hazard rating to "High" due to downstream development
- Dams did not meet safety and performance standards established for "High" hazard classification



## Background and History 2

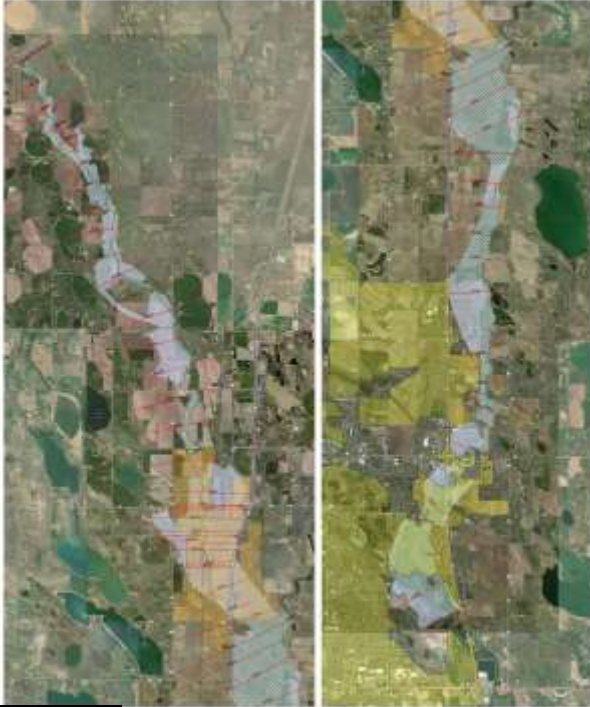


- Natural Resources Conservation Service (NRCS) and NPIC initiated rehabilitation studies in 2016
- Hydraulic modeling, dam breach evaluations, environmental review, alternative solutions

Decommissioning, new spillways, overtopping protection, fuse plugs, spillway modifications, increased freeboard

- Capital improvement costs from \$11 - \$20M each for Dams B-2 and B-3. NRCS could do a cost share of up to 65% if timely response from local governments.

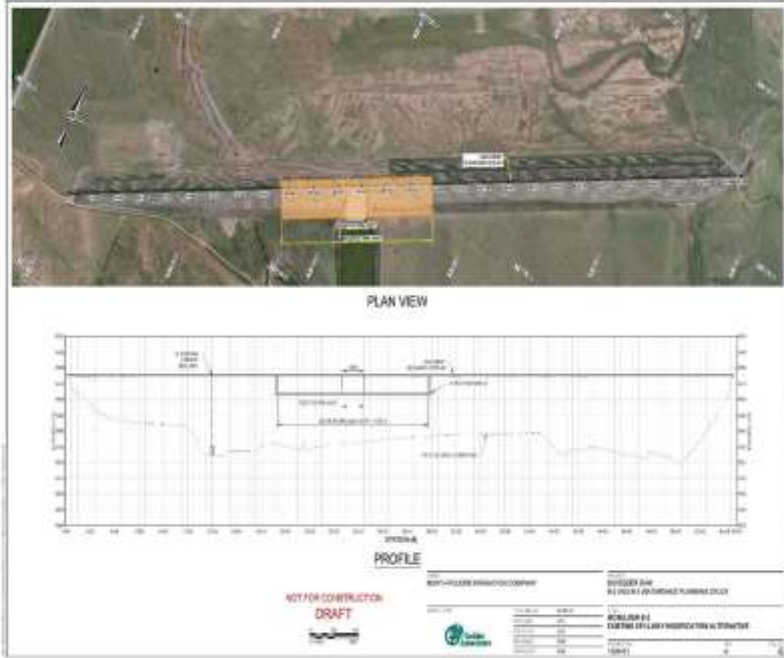
## 2019 BCW B-Dams IGA



- Stakeholder Group included:
  - Fort Collins      Larimer County
  - Wellington      Timnath      NPIC
- IGA to co-fund Consultant effort to
  1. Develop a joint approach to address alternatives and costs
  2. Develop 2<sup>nd</sup> IGA -- Cost allocation for design, construction and maintenance
- June 6, 2019 -- Water Commission recommended Council approve IGA
- Resolution 2019-079 approved by City Council in July, 2019



# Comprehensive Dam Safety Eval -- CDSE



## 2020 SEO Updates Rules and Regs

- New approach to dam safety
- PFMA – Potential failure modes and Likelihood of Failure
- Consultant -- Performed PFMA Analysis in 2020 and 2021

Could potentially avoid costly upgrades to existing dams depending on PFMA results

# PFMA Risk Summary Chart

## Analysis Determined

- Low Failure Likelihood
- Level 3 Consequence

If B Dam Emergency Actions Plans (EAPs) are updated and adequate warning system is installed

## Result

- Acceptable Hydrologic Adequacy Requirement

Failure Likelihood Category	Very High				
	High				
	Moderate				
	Low			All Dams - Adequate Warning	All Dams - Little or No Warning
	Remote				
		Level 1	Level 2	Level 3	Level 4
		Consequence Level			

# SEO Hydrologic Adequacy Acknowledgment

## SEO October 10, 2023 Letters for B-2, B-3 and B-4

Hydrologic risk for each dam is acceptably low and satisfactory at this time if the following conditions are met:

1. Install and maintain the early warning systems at the dams.  
Connect to Larimer County's Flood Warning System.  
Formally notify SEO when complete and operational.
2. Update and distribute the Emergency Action Plans (EAPs) annually.
3. Finalize and execute the Operations and Maintenance IGA for the B Dams that clearly designates ownership, responsibility and decision-making authority.

**A Management Committee is established to implement the IGA and to provide technical and other recommendations. Each entity designates one representative to the Committee. The Committee shall:**

- Adopt bylaws to facilitate its conduct of business;
- Meet at least annually;
- Provide advice and recommendations to the Parties;
- Complete tasks delegated to it under the IGA including:
  - Provide direction and recommendations to the Fiscal Manager;
  - Establish budgets; and
  - Review/update the Cost Allocation Model at least once every 5 years
- The committee shall operate by consensus

## Financial – Flood Warning System



### Flood Warning System

- A Pre-Disaster Mitigation grant in the total amount of \$100K has been received.
- The Federal funding will be 90% (\$90K).
- The Local funding total is \$10K. Fort Collins' share will be 1/5 of that amount which is equal to \$2K

### **B-2, B-3 and B-4 Dams**

- Costs are allocated on a percentage basis for impacted communities. Fort Collins's share is 20.7%
- For first 5 years, Fort Collins annual share:
  - Operations and Maintenance (O&M) = \$ 7,659
  - Establish an O&M Fund for large scale rehabilitation = \$ 50,103
- Council previously approved annual funding of \$90K in both 2023 and 2024. Therefore, no additional funding is needed until 2025-2026

**Note: Implementation of this IGA eliminates the need to construct costly improvements to B Dams B-2, B-3 and B-4.**



- Does City Council support the City entering into an Intergovernmental Agreement (IGA) with other municipal stakeholders for the operation and maintenance of Boxelder Creek Watershed Dams (B-2, B-3 and B-4)?
- Does Council have other questions for staff?

## **Ken Sampley, P.E.**

Director, Stormwater Engr & Dev Review  
Fort Collins Utilities



December 5, 2023

## AGENDA ITEM SUMMARY

City Council



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### STAFF

Nina Bodenhamer, Director, City Give  
Ted Hewitt, Assistant City Attorney

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### SUBJECT

**Resolution 2023-106 Authorizing an Intergovernmental Agreement with the Downtown Development Authority for Designated Financial Support of the Carnegie Center for Creativity.**

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### EXECUTIVE SUMMARY

The purpose of this item is to seek approval of an intergovernmental agreement (IGA) between the City and the Downtown Development Authority for the financial support of renovation of the Carnegie Center for Creativity.

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### STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

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### BACKGROUND / DISCUSSION

The historic 1904 Carnegie building is one of the oldest, continuously operating public buildings in Fort Collins. Carnegie libraries were often the first public libraries in communities across the country. Operated by the City of Fort Collins and designated a local Historic Landmark in 1978, the building is now the Carnegie Center for Creativity (CCC) dedicated to affordable, community-focused cultural space.

The ambitious renovation focuses on both historic restoration and infrastructure investments to ensure the CCC continues to serve Fort Collins as an affordable, community-focused space for gallery exhibitions, performances, classes, and special events.

The current project estimate for the full renovation of the CCC is \$6,200,000 with \$2.2M provided through the generosity of local voters via a 2015 Community Capital Improvement Program ballot measure. A Community Revitalization Grant from the State's Colorado Creative Industries providing \$2,400,000 in funding. The City of Fort Collins General Fund invested \$900,000 in ADA and structural upgrades as Phase 1 of this project. Private funding is being sought to address final funding needs to bring this important project to fruition.

The Downtown Development Authority's (DDA) mission is to build public-private investment partnerships that foster economic, cultural, and social growth in the central business district of Fort Collins. Since 1981, the DDA has worked to create public-private investment partnerships that support economic, cultural, and social growth in the central business district. The DDA was established through a vote of district property owners and residents.

The Board of Directors of the DDA has approved financial support for this project in the amount of up to \$214,000 for renovations to the north, south, east, and west facades of the Carnegie Building, and a new exterior entry gate and fence as designated by the DDA.

#### **CITY FINANCIAL IMPACTS**

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None.

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

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None.

#### **PUBLIC OUTREACH**

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None.

#### **ATTACHMENTS**

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1. Resolution for Consideration
2. Exhibit A to Resolution

RESOLUTION 2023-106  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE DOWNTOWN  
DEVELOPMENT AUTHORITY FOR DESIGNATED FINANCIAL SUPPORT OF THE  
CARNEGIE CENTER FOR CREATIVITY

WHEREAS, in 2015, the Fort Collins electorate approved the Community Capital Improvement Program Ballot Measure, which helped to support the renovation of the City's Carnegie Center for Creativity ("Carnegie Center"); and

WHEREAS, renovation work on the Carnegie Center began in 2021; and

WHEREAS, the current project estimate for the full renovation of the Carnegie Center is \$6,200,000; and

WHEREAS, Carnegie Center renovation funding includes \$2,200,000 from the Community Capital Improvement Program Ballot Measure, \$2,400,000 from a State of Colorado community revitalization grant, \$900,000 in City general funds, and private funding; and

WHEREAS, the Downtown Development Authority has approved financial support of up to \$214,000 for renovations to the north, south, east and west facades of the Carnegie Center, and a new exterior entry gate and fence (the "DDA Funds"); and

WHEREAS, the City and Downtown Development Authority have negotiated the attached Intergovernmental Agreement (the "IGA") for the DDA Funds, which is attached hereto as Exhibit "A"; and

WHEREAS, pursuant to Section 1-22 of the City Code, City Council approval of the IGA is required.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the City Council authorizes the City Manager to execute, on behalf of the City, the Intergovernmental Agreement with the Downtown Development Authority, in substantially the form attached hereto as Exhibit "A," with such additional or modified terms and conditions as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to protect the interests of the City or effectuate the purposes of this Resolution.

Section 3. That the City Council hereby authorizes the City Manager to approve and execute future amendments to the IGA that the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate, so long as such amendments do not

substantially modify the purposes of the IGA or otherwise increase the obligations and responsibilities of the City as set forth in the IGA.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 5th day of December, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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



**INTERGOVERNMENTAL AGREEMENT**  
**To fund a portion of the renovation of the Carnegie Center for Creativity**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), is made and entered into by and between the City of Fort Collins, Colorado, a Colorado municipal corporation (“City”), and the Fort Collins, Colorado, Downtown Development Authority, a body corporate and politic (the “DDA”). The City and DDA are referred to herein individually as a “Party” and collectively as the “Parties.”

**RECITALS**

A. The City is the owner and operator of the Carnegie Center for Creativity at the Historic Carnegie Building (the “Carnegie Building”) located at 200 Matthews Street in Fort Collins (the “Property”). The Carnegie Building is home to a public gallery, classrooms, and meeting spaces that are available to rent for exhibition, performance, teaching and event purposes. The Carnegie Building is intended to be used by artists from various disciplines, employing a wide range of artistic expressions.

B. In 2015, the Fort Collins community passed the Community Capital Improvement Program (CCIP) Ballot Measure, and the Carnegie Building was scheduled for renovation beginning in 2024. However, renovation work on the building outside of what was planned in the CCIP has already begun. To capitalize on that work and minimize future building closure, the City has moved forward with the CCIP renovation work in 2023. The total project focuses on infrastructure and historic restoration to ensure the building will continue to function as an accessible community creative space and public resource into the future.

C. The renovation work for the Carnegie Building will include interior renovations, improvements to infrastructure and accessibility, restorations to the historic façade features of the Carnegie Building, and installation of a new exterior entry gate and fence on the Property, as generally described and depicted on **Exhibit A**, consisting of fifteen (15) pages, attached hereto and incorporated herein by reference (the “Carnegie Renovation Project”)

D. In addition to the CCIP funding, the City has received financial grants from private entities and a \$2.4 million grant from the State of Colorado for the Carnegie Renovation Project (the “Third-Party Grant Funds”).

E. On June 9, 2022, the Board of Directors of the DDA (the “DDA Board”) approved a grant to the City in the amount of up to \$214,000 for the City’s construction of renovations to the north, south, east and west facades of the Carnegie Building (the “Facade Renovations”), and a new exterior entry gate and fence on the Property (the “Entry Gate and Fence”), as a contribution to the City’s effort to complete the Carnegie Renovation Project.

NOW, THEREFORE, the Parties agree as follows:

**1. DDA Obligations:**

- 1.1 Subject to the terms and condition set forth in Sections 1.3 and 2 below, the DDA will provide a grant of up to \$184,196 to the City for the City's construction of the Façade Renovations, consistent with the designs and plans presented to the DDA Board. Payment shall be made to the City on a reimbursement basis for costs incurred by the City in constructing the Façade Renovations, which will be paid within thirty (30) days of presentation to the DDA of properly executed monthly reimbursement forms containing the documentation required hereunder.
- 1.2 Subject to the terms and condition set forth in Sections 1.3 and 2 below, the DDA will provide a grant of up to \$29,804 to the City for the City's construction of the Entry Gate and Fence, consistent with the designs and plans presented to the DDA Board (the grant funds described in this Section 1.2 and in Section 1.1 above referred to hereinafter collectively as the "DDA Grant Funds"). Payment shall be made to the City on a reimbursement basis for costs incurred by the City in constructing the Entry Gate and Fence, which will be paid within thirty (30) days of presentation to the DDA of properly executed monthly reimbursement forms containing the documentation required hereunder.
- 1.3 The DDA obligation to release the DDA Grant Funds to the City is expressly subject to the following conditions:
  - (a) The City utilizing deconstruction as a method for minimizing construction and demolition waste;
  - (b) Submission of all documentation reasonably requested by the DDA for reimbursement, including actual cost accounting documentation, expenditure of City-budgeted funds documentation, and contractor documentation of deconstruction as a method for minimizing construction and demolition waste from entering the landfill; and
  - (c) In the event the DDA Grant Funds have not been released to the City by December 31, 2023, the release of such funds after such date shall be expressly contingent upon the reappropriation of such funds by the DDA Board, in its discretion, and the City Council of the City, in its discretion.

## **2. City Obligations:**

- 2.1 Within twelve (12) months of the execution of this Agreement, the City will commence work on the Façade Renovations and Entry Gate and Fence.
- 2.2 The City will conform its work using the grant funds provided under this Agreement to the scope, use, material selections and design as presented to the DDA Board. The City will follow its procurement requirements in selecting and contracting with contractors and subcontractors to perform the work on the Façade Renovations and Entry Gate and Fence.
- 2.3 The City will provide the DDA with periodic updates regarding the Carnegie Renovation

Project, on a reasonable frequency as determined by the DDA.

- 2.4 The City Manager of the City of Fort Collins has adopted the City Give Financial Governance Policy to provide for the responsible, transparent, and efficient management of charitable donations to the City which requires that all philanthropic revenue will be used solely by the City for the designated uses determined by donor intent within and for the benefit of certain City services. As such, the DDA Grant Funds made by the DDA for the designated purpose of the Carnegie Historic Library renovation will be deposited into the City Give Business Unit and subject to the financial policies of all philanthropic revenue. This Agreement will be made a part of the City's permanent records and is intended to serve as a guide to those in the City who will administer the DDA Grant Funds in the future. If, at a future date, the City Give Financial Governance Policy is to change or be revised, the DDA Grant Funds shall be subject to the policy as approved by the City Manager per the date of this award. In acceptance of this grant and per City Financial policy, these funds will be used exclusively for the designated purpose set forth by the DDA. Charitable gifts to the City of Fort Collins are delivered directly from the City Give Business Unit into the budget of the specified project, and shall not be used for any other purpose. If, in the event, there are remaining funds at the project's completion, the City will return unused funds to the DDA, up to the amount of the DDA Grant Funds, or work with the DDA to allocate those funds toward complementary project features per the DDA's written consent.

### **3. Term**

- 3.1 The term of this Agreement will begin on the date it is fully executed by the Parties (the "Effective Date") and shall continue through completion of the renovation work contemplated by this Agreement.

### **4. General Terms and Conditions**

- 4.1 *Representatives.* The City and the DDA will each designate representatives for the purposes of managing this Agreement and the activities contemplated under this Agreement.

- 4.2 *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties, and supersedes any previous contracts, understandings, or agreements of the Parties, whether verbal or written, concerning grants for the renovation of the Carnegie Center for Creativity. Any amendment to this Agreement must be in writing and signed by both Parties.

- 4.3 *Assignment.* No assignment of this Agreement or the rights and obligations thereunder shall be valid without the specific written consent of both Parties.

- 4.4 *Choice of Law.* This Agreement shall be governed by the laws of the State of Colorado, without regard to the conflict of laws provision thereof.

- 4.5 *No Third Party Beneficiaries.* Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the City and the DDA. Any services or benefits that

third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

4.6 *Authority.* The persons who sign and execute this Agreement represent that they are duly authorized to execute this Agreement in their representative capacity on behalf of a Party.

4.7 *Liability; Governmental Immunity; Insurance.* Each Party shall be solely responsible for its actions, including the actions of its employees or authorized volunteers. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* The City represents that it has adequate insurance coverage for the renovation work contemplated under this Agreement.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT:**

**CITY:**

**CITY OF FORT COLLINS, COLORADO,  
a Colorado municipal corporation**

By: \_\_\_\_\_  
Kelly DiMartino  
City Manager

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Asst. City Attorney

**Fort Collins, Colorado, Downtown Development Authority,  
a body corporate and politic**

By: \_\_\_\_\_  
David Lingle, Board Chair

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

ATTEST:

\_\_\_\_\_  
Dwight Hall, Secretary

### **Carnegie Center for Creativity Renovation**

**History of the Building:** The historic Carnegie building is one of the oldest, continuously operating public buildings in Fort Collins. Completed in 1904 with \$12,500 in grant funds from Andrew Carnegie, this building served as the City's first dedicated public library. It was designated a local Historic Landmark by Resolution in 1978. The building is also a contributing structure to the Laurel School Historic District, National Register 10/3/1980, 5LR.463. The Carnegie Building is an excellent example of monumental Italian Renaissance or Renaissance Revival style architecture, constructed of dressed red sandstone block. Located at 200 Mathews Street in Library Park in Old Town Fort Collins, the building is now the Carnegie Center for Creativity (CCC) and offers an affordable, community-focused cultural space for gallery exhibitions, performances, classes, and special events. It also is the home of Fort Collins Public Media and the Fort Collins Downtown Creative District.

In 2015, the Fort Collins community passed the Community Capital Improvement Program (CCIP) Ballot Measure, and the CCC was scheduled for renovation beginning in 2024. However, renovation work on the building outside of what was planned in the CCIP has already begun (Phase One), and to capitalize on that work and minimize future building closure, the City has decided to move forward with the CCIP renovation work in 2022/2023 (Phase Two). Roof upgrades and new copper gutters have recently been installed and the elevator in the building was also replaced to meet ADA standards.

**Description of the Project:** The total project focuses on infrastructure and historic restoration to ensure the building will continue to function as a public resource into the future. Work to be completed includes:

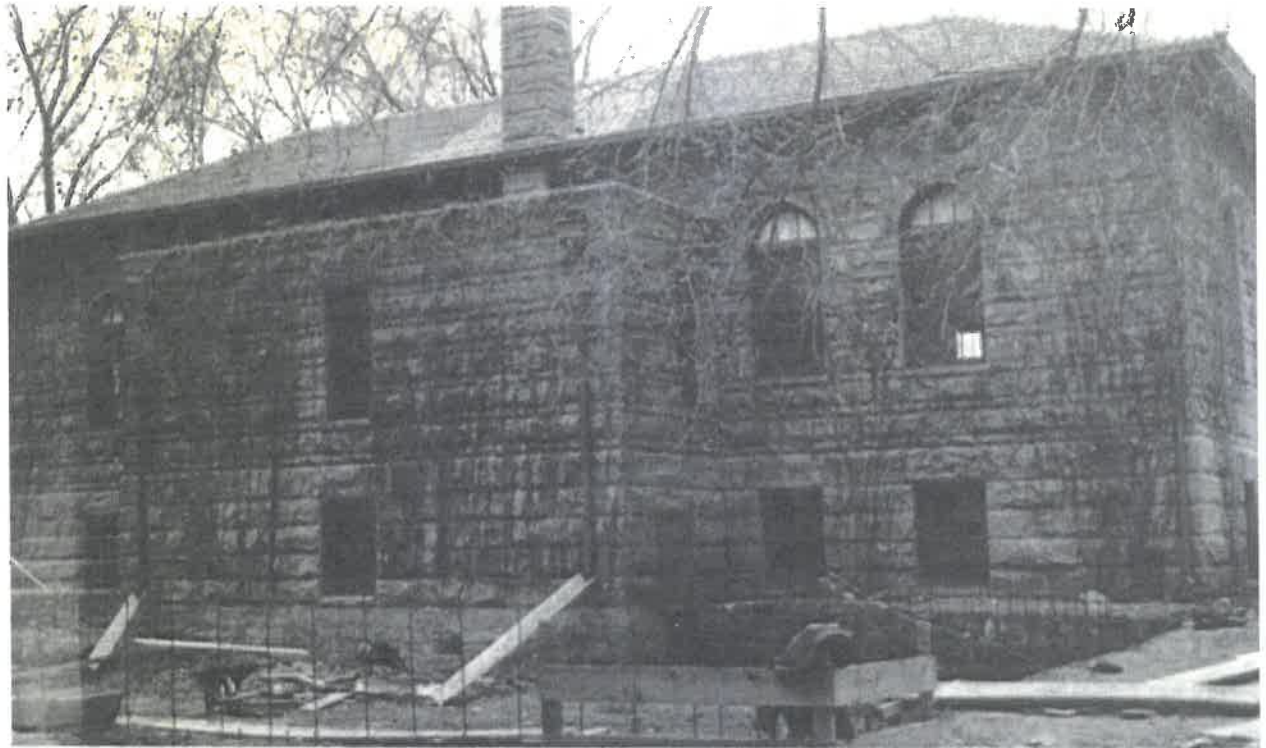
- Uncover and restore windows
- Add a main staircase to connect floors
- Renovate and add restrooms
- Upgrade electrical

- Replace mechanical systems
- Restore interior floors and finishes
- Restore and repair exterior masonry
- Address Americans with Disability Act needs, including creating a new entrance

The CCC is one of the very few facilities in the Fort Collins area that offers affordable exhibition, performance, and special event space. An important publicly accessible facility, it is also one of the few spaces that local individual artists curate their own shows and can sell their work commission-free. The building is utilized by local arts nonprofit organizations such as the Center for Fine Art Photography and Impact Dance to present exhibitions and performances. The CCC is home to the community's annual Youth Art Month exhibit and art exhibits by art students from Colorado State University. The CCC is a central location for the monthly Downtown Fort Collins First Friday Art Walk and the Annual City Studio Art Tour. The CCC is the home for community meetings and special events such as community fundraisers, including recently for La Cocina and the Poudre River Heritage Alliance. Fort Collins Startup Week and Artup Week have also taken place at the Center. Last, being one block from the Old Town core, the CCC draws visitors to Old Town where they can visit the facility and then explore and support the businesses of Old Town. With the lack of creative and cultural space in Fort Collins, the CCC will become a more robust central gathering space for the creative sector. The renovated main floor gallery with new access to the lower and upper floors will offer quality exhibition and event space. The three flex-rooms are being design so they may be used for various activities including classes, meetings, and smaller exhibitions and events. The CCC will be a location for many artists and arts and culture nonprofits in Fort Collins to have place to meet, interact, and build community.

Also key to the renovation will be to further positive activity during the day and into the evenings of the Library Park neighborhood. Having the windows uncovered, lights on, and people visiting will bring needed positive activity to a block that has attracted negative activity.







- |  |  |
|--|--|
| <b>A</b> REFURBISH SOFFITS                           | <b>E</b> RESTORE & REPAIR MASONRY                |
| <b>B</b> RENOVATE WINDOWS WITH NEW INSULATED GLAZING | <b>F</b> IMPROVE WAYFINDING TO MAIN ENTRY        |
| <b>C</b> REPLACE/IMPROVE LIGHTING                    | <b>G</b> ADD SECURITY BARS TO MAIN ENTRY ARCHWAY |
| <b>D</b> REFURBISH WINDOW FRAMES                     | <b>H</b> REMOVE PLYWOOD FROM WINDOWS             |
|  | <b>I</b> REPLACE EXISTING GATE                   |





REFURBISH SOFFITS



REFURBISH SOFFITS



REMOVE PLYWOOD FROM WINDOWS (SHOWN COMPLETED)  
RENOVATE WINDOWS WITH NEW INSULATED GLAZING  
REFURBISH WINDOW FRAMES



REFURBISH WINDOW FRAMES



REFURBISH MASONRY



REPLACE/IMPROVE LIGHTING  
REFURBISH MASONRY

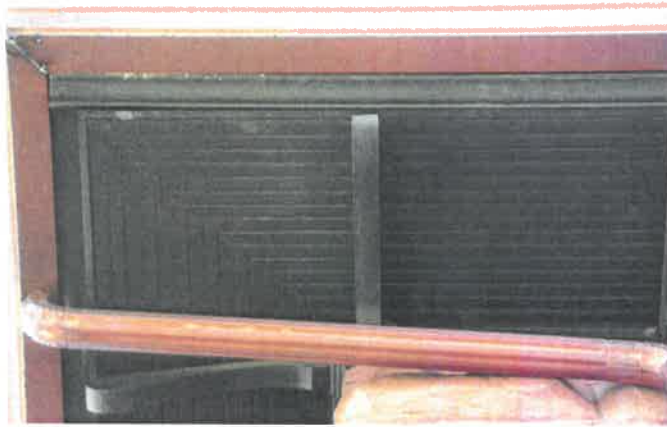


- A** RENOVATE SOFFITS
- B** RENOVATE WINDOWS WITH NEW INSULATED GLAZING
- C** REPLACE/IMPROVE LIGHTING
- D** REFURBISH WINDOW FRAMES
- E** RESTORE & REPAIR MASONRY





REFURBISH MASONRY



REFURBISH SOFFITS (REPLACE MISSING TRIM)



REFURBISH SOFFITS



REFURBISH SOFFITS



RENOVATE WINDOWS WITH NEW INSULATED GLAZING  
REFURBISH WINDOW FRAMES



REFURBISH MASONRY  
REPLACE/IMPROVE LIGHTING



- (A) REFURBISH SOFFITS
- (B) RENOVATE WINDOWS WITH NEW INSULATED GLAZING
- (C) REPLACE/IMPROVE LIGHTING
- (D) REFURBISH WINDOW FRAMES
- (E) REFURBISH MASONRY





REPLACE EXISTING LIGHTING  
REFURBISH MASONRY



REPLACE DAMAGED EXISTING DOORS



REFURBISH MASONRY



RENOVATE WINDOWS WITH NEW INSULATED GLAZING  
REFURBISH MASONRY



RENOVATE WINDOWS WITH NEW INSULATED GLAZING  
REFURBISH MASONRY



UPDATE BUILDING ACCESS



- |  |   |
|--|---|
| <b>A</b> RENOVATE SOFFITS                            | <b>E</b> RESTORE & REPAIR MASONRY                 |
| <b>B</b> RENOVATE WINDOWS WITH NEW INSULATED GLAZING | <b>F</b> IMPROVE WAYFINDING TO SOUTH ENTRY        |
| <b>C</b> REPLACE/IMPROVE LIGHTING                    | <b>G</b> ADD NEW ENTRY CANOPY AT SOUTH ENTRY DOOR |
| <b>D</b> REFURBISH WINDOW FRAMES                     |   |





IMPROVE WAYFINDING TO SOUTH ENTRY  
REPLACE/IMPROVE LIGHTING  
ADDRESS DRAINAGE ISSUES



REFURBISH MASONRY



REFURBISH SOFFITS  
REMOVE IVY



REFURBISH SOFFITS  
REMOVE IVY

**[au]workshop**  
ARCHITECTS+URBANISTS



REFURBISH SOFFITS  
REMOVE IVY

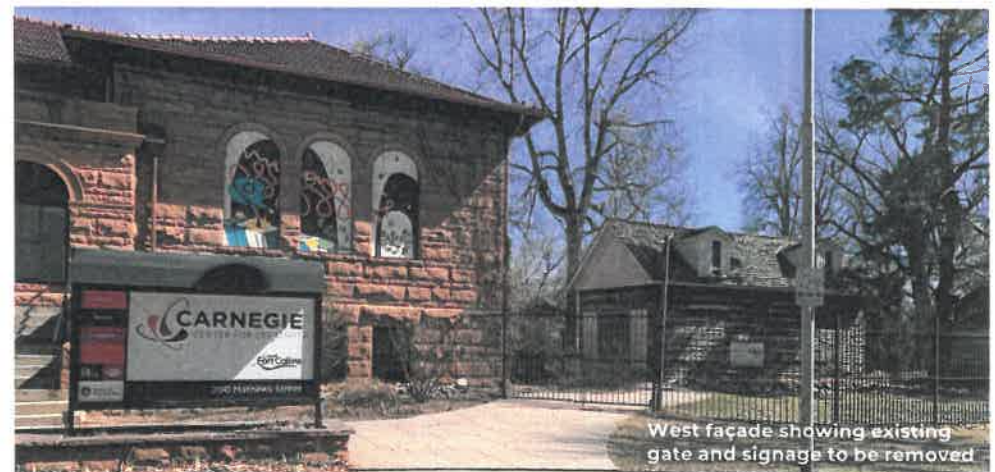
BUILDING UPDATES : SOUTH ELEVATION



ADDRESS DRAINAGE ISSUES  
REFURBISH WINDOW FRAMES  
REMOVE IVY

**CARNEGIE**  
CENTER FOR CREATIVITY







- GATE MATERIALS
- "CAR PAINT" PAINTED STEEL (GRAY & ORANGE)
  - RED SANDSTONE TO MATCH EXISTING BUILDING
  - POWDER COATED STEEL SLIDING GATES W/  
PERFORATED INFILL



NEW GATE VIEW ONE [CLOSED]







NOTE: SITE STAIR & NEW SLOPED  
SIDEWALK ARE NOT SHOWN BUT  
WILL BE ADDED TO HELP ADDRESS  
SITE DRAINAGE ISSUES.

December 5, 2023

## AGENDA ITEM SUMMARY

City Council



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### STAFF

Jim Lenderts, Marijuana Enforcement Officer  
Ethan Doak, Assistant City Attorney

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### SUBJECT

**Resolution 2023-107 Supporting a Grant Application for Gray and Black Market Marijuana Enforcement Funding for Fort Collins Police Services.**

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### EXECUTIVE SUMMARY

The purpose of this item is to obtain support for the City to apply for grant money to support enforcement of gray and black market marijuana activity for Fort Collins Police Services.

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### STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

---

### BACKGROUND / DISCUSSION

“Gray Market” is a term that refers to marijuana grown legally then sold in a way that would be illegal. An example would be where someone has a medical card with an “extended plant count” which may allow them to grow up to 99 plants, but instead of using the product for their own medical needs, they sell it on the black market either locally or more likely to someone in another state.

For the past four years, the State has made grant funding available to help address unlicensed and illegal marijuana activity in Colorado. In 2019, the Eighth Judicial District Attorney’s Office was awarded approximately \$120,000 in grant funds to which Police Services had access. In 2020, Police Services directly applied for and received \$345,227 to continue local neighborhood marijuana investigations and in 2022, Police Services again applied for this grant and received \$44,805 to continue the ongoing investigations noted above.

In 2021, Police Services began receiving and investigating complaints of the sale of unregulated Delta-8 THC to minors at local smoke shops (not licensed marijuana businesses). Black market grant money was used to fund those investigations and begin regulatory inspections of commercial establishments relative to recent code changes involving the sale of smoking and vaping products to minors.

Police Services received \$32,339 in 2023 and continue to investigate complaints in both smoke shops and residences. In one case, search warrants were served at two houses in the city and at a commercial building in Larimer County. A total of 970 marijuana plants, and over 28 lbs. of illegal marijuana were seized resulting in felony charges.

Use of this grant funding and investigations have not only addressed criminal activity but also improved neighborhood livability and provided insight into the level of unlicensed/illegal marijuana activity in the community. With additional insight and knowledge, Police Services can address community priorities and emerging trends in a proactive manner.

### **CITY FINANCIAL IMPACTS**

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Grant dollars helped provide additional resources to existing staff without having a direct impact on the City budget. Funds are used primarily for overtime, equipment, and storage expenses to support these investigations.

Support of this Resolution does not impact City finances and allows Police Services to apply to the State for these grant dollars. If the grant is awarded, the City will serve as the fiscal agent for the funds and will seek an appropriation at that time.

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

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None.

### **PUBLIC OUTREACH**

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None.

### **ATTACHMENTS**

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1. Resolution for Consideration

RESOLUTION 2023-107  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
SUPPORTING A GRANT APPLICATION FOR GRAY AND BLACK MARKET  
MARIJUANA ENFORCEMENT FUNDING FOR FORT COLLINS POLICE SERVICES

WHEREAS, Fort Collins Police Services (“FCPS”) is applying for a grant through the Gray and Black Market Marijuana Enforcement Grant Program (the “Program”) from the State of Colorado Department of Local Affairs (“DOLA”) to fund investigation and prosecution of unlicensed marijuana cultivation and distribution operations (the “Project”); and

WHEREAS, as part of the Program grant application process, DOLA requires that the governing body of any entity applying for grant funds pass a resolution to show that it is aware of and supports the application, and recognizes the obligations the grant creates; and

WHEREAS, the City would not be required to provide any matching funds toward the Project; and

WHEREAS, the Program provides financial assistance to local law enforcement agencies and district attorneys through local governments; and

WHEREAS, the total amount of grant money to be dispersed statewide by DOLA amongst applicant agencies and district attorneys is \$900,000 for Fiscal Year (FY) 2023-2024 Program funding; and

WHEREAS, until submittal of an application, FCPS does not know the amount that may be awarded for FY 2023-2024; and

WHEREAS, in the last FY 2022-2023, FCPS received \$32,339 from the Program; and

WHEREAS, in 2023, Police Services continues receiving complaints about the sale of Hemp intoxicants to minors at local smoke shops (not licensed marijuana businesses) and has several active investigations; and

WHEREAS, Program funds were used to investigate complaints in both smoke shops and residences and in one case search warrants were served at two houses in the City and one commercial building in Larimer County, leading to the seizure of 970 marijuana plants and over 28 pounds of illegal marijuana, resulting in felony charges; and

WHEREAS, the current Program expires on June 30, 2023, and Police Services recommends the continuation of the above referenced grey-market and black-market marijuana investigations; and

WHEREAS, FCPS has utilized money from this program to acquire long-term evidence storage units for illegal black-market marijuana, and for an increase in staffing to help with investigations of black-market grow operations in the City; and

WHEREAS, the grant money would allow FCPS to continue to improve neighborhood livability and provide insight into the extent of the problems associated with unlicensed, illegal marijuana activity in the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS, as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the City Council hereby supports the City's FY 2023-2024 application for a grant through the Program from DOLA to fund the Project; and

Section 3. That if the grant is awarded, the City Council supports the completion of the Project.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 5th day of December, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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



December 5, 2023

## AGENDA ITEM SUMMARY

### City Council



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#### STAFF

Davina Lau, Public Engagement Specialist  
Carrie Daggett, City Attorney

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#### SUBJECT

**Items Relating to Gratitude and Appreciation to the Members of the Golf Board and Bicycle Advisory Committee.**

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#### EXECUTIVE SUMMARY

- A. Resolution 2023-108 Expressing Gratitude and Appreciation to the Members of the Golf Board for their Service and Contributions to the Community.
- B. Resolution 2023-109 Expressing Gratitude and Appreciation to the Members of the Bicycle Advisory Committee for their Service and Contributions to the Community.

The purpose of these items is to acknowledge the work that has been done by the Golf Board as well as the Bicycle Advisory Committee. The attached Resolutions acknowledge the contributions that the board and committee have made individually.

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#### STAFF RECOMMENDATION

Staff recommends adoption of both Resolutions.

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#### BACKGROUND / DISCUSSION

On July 19, 2023, the ad hoc committee on boards and commissions held its final meeting and, using assessment tools, indicators, and feedback provided by City staff, the committee decided that it would be appropriate to sunset the Golf Board and the Bicycle Advisory Committee.

On September 19, 2023, Council adopted Ordinance No. 118, which dissolved the Golf Board and the Bicycle Advisory Committee effective January 1, 2024.

In September 2023, the Public Engagement Specialist had discussions with the Staff Liaisons for the Golf Board and the Bicycle Committee, and they agreed that, because the Golf Board and Bicycle Advisory Committee consist of dedicated volunteers, their work should be acknowledged prior to the end of the year.

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#### CITY FINANCIAL IMPACTS

None.

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

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None.

#### **PUBLIC OUTREACH**

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None.

#### **ATTACHMENTS**

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1. Resolution A for Consideration
2. Resolution B for Consideration

RESOLUTION 2023-108  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
EXPRESSING GRATITUDE AND APPRECIATION TO THE  
MEMBERS OF THE GOLF BOARD FOR THEIR SERVICE  
AND CONTRIBUTIONS TO THE COMMUNITY

WHEREAS, the Golf Board was established in 1970 in order to advise Parks and Recreation and City Council concerning the rules, regulations, policies, administrative and budgetary matters pertaining to the operation and maintenance of all city-owned golf courses; and

WHEREAS, the Golf Board was instrumental in setting up the golf courses that now exist in the City, and played an integral part in the construction of Collindale Golf Course as well as the acquisition of Southridge in 1984; and

WHEREAS, the Golf Board has served the community by supporting programs that positively impact the City, such as the Youth Scholarship Fund and the Southridge Irrigation Project; and

WHEREAS, just in the last year, the Golf Board achieved a successful transition to a new Point of Sale System (Lightspeed); and

WHEREAS, the Golf Board has advocated for City of Fort Collins Golf Division and sustainable improvements on golf courses; and

WHEREAS, the Golf Board has shown dedication and commitment to our community.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the City expresses its sincere appreciation and gratitude to the members of the Golf Board for their service and contributions to the community.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 5th day of December, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

RESOLUTION 2023-109  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
EXPRESSING GRATITUDE AND APPRECIATION TO THE  
MEMBERS OF THE BICYCLE ADVISORY COMMITTEE FOR THEIR  
SERVICE AND CONTRIBUTIONS TO THE COMMUNITY

WHEREAS, the Bicycle Advisory Committee was established in 2009 in order to advise the Transportation Board and City Council on all issues related to bicycling in the City after the adoption of the 2008 Bicycle Plan; and

WHEREAS, the Bicycle Advisory Committee was instrumental in recommending the City adopt a more aggressive active mode share goal that reflects all trip types rather than just commute trips to help achieve the City's greenhouse gas emissions reduction goal resulting in Council adopting a fifty percent active modes share goal for 2032 as part of the Active Modes Plan; and

WHEREAS, the Bicycle Advisory Committee has served the community by providing feedback on plans that positively impact the City, such as the Active Modes Plan, Vision Zero Action Plan, NFRMPO Active Transportation Plan, 15-minute City Analysis, North College MAX Plan, Shift Your Ride Travel Options Plan, Transportation Capital Project Prioritization Study, and Mulberry Corridor Plan; and

WHEREAS, the Bicycle Advisory Committee has done significant education outreach by voicing support for the Colorado Safety Stop law and providing feedback to the City on local outreach and education about the new law; and

WHEREAS, the Bicycle Advisory Committee has also made a positive impact on the City by supporting enhancement offers that were funded for the Shift Your Ride Travel Options Program and converting the .5 FTE Hourly Safe Routes to School position to a .75 FTE Classified position in the 2022 budget and School Transportation Safety Assessments and Strategic Infrastructure for Youth and Shift Your Ride Travel Options Professional & Program in the 2023 – 2024 budget; and

WHEREAS, the Bicycle Advisory Committee has affected policy change by recommending micro-mobility parking code changes, which were adopted by Council in August 2023; and

WHEREAS, the Bicycle Advisory Committee has shown dedication and commitment to our community.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the City expresses its sincere appreciation and gratitude to the members of the Bicycle Advisory Committee for their service and contributions to the community.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 5th day of December, 2023.

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Mayor

ATTEST:

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City Clerk

December 5, 2023

## AGENDA ITEM SUMMARY

City Council



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### STAFF

Tracy Ochsner, Operations Services Director  
Gerry S. Paul, Purchasing Director  
J. Erik Martin, Financial and Data Analyst  
Jake Rector, Sr. Buyer  
Sara Arfmann, Assistant City Attorney

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### SUBJECT

**Resolution 2023-110 Approving an Exception to the Competitive Purchasing Process with SMART Mobility Office, Unit of Panasonic Corporation of North America for Equipment, Software, Consulting and Support Services for Execution of the USDOT SMART Grant.**

---

### EXECUTIVE SUMMARY

**This item has been amended to indicate there is only one source for the software.**

The purpose of this item is to approve the sole source award of a contract with Panasonic Corporation of North America ("Panasonic") to complete the work set forth within the USDOT Strengthening Mobility and Revolutionizing Transportation (SMART) Grant Agreement.

This request for an exception to the competitive process was noted in the original request to the US DOT for this grant and that it is in accordance with the Code of Federal Regulations procurement process: "This item is available only from a single source." 2 CFR § 200.320(c)(2). Piloting the PEFSA software is fundamental to the SMART grant awarded the City. The US DOT has approved the exception because the PEFSA software is proprietary to Panasonic and only available from Panasonic. In addition, this project is being funded 100% by the SMART grant and is not utilizing local funds.

This exception to the competitive process will authorize the continuation of the relationship between Panasonic and the City through an agreement that will continue for a five (5) year term. This approval will be in line with federal procurement guidelines required by the grant.

This election will enable a timely completion of the work plan set forth within the signed SMART Grant Agreement.

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### STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

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### BACKGROUND / DISCUSSION

The SMART Grant was applied for in conjunction with Panasonic to conduct a demonstration project of managed charging software utilizing existing chargers to manage charging, reduce demand charges, and



report charging sessions by vehicle by conducting a pilot at multiple charging locations through the city and develop a municipal fleet electrification standards framework to minimize financial and operational risks as City fleets electrify, study feasibility of integration of charging management into the existing Distributed Energy Resource Management System (DERMS) platform utilized by Fort Collins Utilities.

A grant agreement with USDOT was adopted by Resolution 2023-077 and an appropriation was adopted in Ordinance No. 111, 2023.

City Code Section 8-161(d)(4) authorizes the Purchasing Agent to grant a sole source exception, to allow for negotiating the additional purchase of specialized goods or services for up to a total of five (5) years, which in this instance include equipment, software, and support services from Panasonic necessary to complete the work in the SMART Grant Agreement.

The proposed exception to the use of the competitive bid of proposal conforms with the requirements in City Code Section 8-161(d), which directs that the City Council is to approve exceptions greater than \$200,000 that meet specific criteria evaluated by the Purchasing Agent.

The Purchasing Agent has found all necessary elements of the Purchasing Code are met for an exception to the city competitive bidding or proposal process in this instance.

The City has been granted permission to utilize a Sole Source procurement by the SMART Grant Manager from the USDOT.

#### **CITY FINANCIAL IMPACTS**

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The funding for the contract with Panasonic equipment, software, and support services is funded by 2023 SMART Grant from the USDOT which was adopted by Ordinance No. 111, 2023. As noted therein, the SMART Grant is a reimbursement type grant, with General Fund expenses being reimbursed up to award amount, with no match requirement by the City.

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

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None.

#### **PUBLIC OUTREACH**

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None.

#### **ATTACHMENTS**

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1. Resolution for Consideration
2. Grant Agreement
3. City Manager Approval

RESOLUTION 2023-110  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
APPROVING AN EXCEPTION TO THE COMPETITIVE PURCHASING PROCESS  
WITH SMART MOBILITY OFFICE, UNIT OF PANASONIC CORPORATION OF  
NORTH AMERICA FOR EQUIPMENT, SOFTWARE, CONSULTING AND  
SUPPORT SERVICES FOR EXECUTION OF THE USDOT SMART GRANT

WHEREAS, the U.S. Department of Transportation (“USDOT”) has awarded the City \$1,059,037 (the “Grant”) to fund a project to create a municipal fleet electrification standard framework and deploy software to manage all City-owned electric vehicle “EV” charging locations, so that City EVs can be charged during times of lower energy demand, improving energy efficiency and reducing the cost to charge EVs (the “SMART Grid Project”); and

WHEREAS, the SMART Grid Project directly supports the City’s Climate Action Plan, which aims to reduce community greenhouse gas emissions by 80% by 2030 and achieve carbon neutrality by 2050; and

WHEREAS, the Grant was applied for in conjunction with Panasonic Corporation of North America (“Panasonic”) to conduct the SMART Grid Project; and

WHEREAS, on September 19, 2023, City Council adopted Ordinance No. 111, 2023, which approved funding for the contract with Panasonic equipment, software, and support services is funded by the Grant, a reimbursement type grant with general fund expenses being reimbursed up to award amount with no match requirement by the City; and

WHEREAS, the City’s Purchasing Agent has determined that there is only one reasonable source for this software, pursuant to the requirements in Section 8-161(d)(1)(a) of the City Code; and

WHEREAS, the Purchasing Agent and other City staff recommend the adoption of this Resolution; and

WHEREAS, the Purchasing Agent has submitted a written justification to the City Manager for approval, pursuant to the requirements in Section 8-161(d) of the City Code; and

WHEREAS, the City Manager has reviewed and approved the justification for the proposed exception to contract with Panasonic; and

WHEREAS, Section 8-161(d)(3) of the City Code requires City Council’s prior approval for all procurements which exceed \$200,000.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS, as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the City Council hereby approves the contract with Panasonic for up to five years to complete the work set forth within the USDOT SMART Grant Agreement, as an exception to the City's competitive purchasing process requirements, for the reasons set forth herein.

Section 3. That the Purchasing Agent may use this approval, as authorized in City Code Section 8-161(d)(4), as the basis for negotiating the purchase of services from Panasonic for a five-year term.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 5th day of December, 2023.

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Mayor

ATTEST:

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City Clerk

Item 30.

**1. Award No.**

SMARTFY22N1P1G14

**2. Effective Date**

See No. 17 Below

**3. Assistance****Listings No.**  
20.941**4. Award To**City of Fort Collins  
a Colorado municipal corporation**5. Sponsoring Office**U.S. Department of Transportation  
Office of the Assistant Secretary for Research  
and Technology  
1200 New Jersey Avenue, SE  
Washington, DC 20590

Unique Entity Id:

VEJ3BS5GK5G1

**6. Period of Performance**

09/15/23 to 03/15/25

**7. Total Amount**Federal Share: \$1,059,037  
Recipient Share: \$0  
Other Federal Funds: \$0  
Other Funds: \$0  
Total: \$1,059,037**8. Type of Agreement**

Grant

**9. Authority**Section 25005 of the Infrastructure Investment  
and Jobs Act (Pub. L. 117-58, November 15,  
2021; also referred to as the "Bipartisan  
Infrastructure Law" or "BIL")**10. Procurement Request No.**

69A3552341051

**11. Federal Funds Obligated**

\$1,059,037

**12. Submit Payment Requests To**

See article 19.

**13. Payment Office**

See article 19.

**14. Accounting and Appropriations Data**

**15. Description of Project** Smart grid EV charge mngmnt solution for the EV fleet, through a managed  
charging software pilot, a municipal fleet electrification standards  
framework, a study on value to city-owned utility ratepayers.

**RECIPIENT****16. Signature of Person Authorized to Sign**

DocuSigned by:

*Jeni Arndt*

9/15/2023

20F788A88621436...

Signature

Date

Name: Jeni Arndt

Title: Mayor, City of Fort Collins

**17. OFFICE OF THE ASSISTANT  
SECRETARY FOR RESEARCH AND  
TECHNOLOGY Signature of  
Agreement Officer**

ROXANNE D

LEDESMA

Signature

Name: Roxanne Ledesma

Title: Supervisory Grant Management Specialist  
(Agreement Officer)Digitally signed by ROXANNE D  
LEDESMA

Date: 2023.09.15 12:21:12 -04'00'

DocuSigned by:

*ahmad Dade*

D7E943F6E3E244B...

TO FORM:

torney

## U.S. DEPARTMENT OF TRANSPORTATION

**GRANT AGREEMENT UNDER THE  
FISCAL YEAR 2023 STRENGTHENING MOBILITY AND REVOLUTIONIZING  
TRANSPORTATION (SMART) GRANTS PROGRAM**

This agreement is between the [United States Department of Transportation (the “USDOT”)] and the City of Fort Collins (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a Strengthening Mobility and Revolutionizing Transportation (SMART) Grant for the Smart Grid Electric Vehicle Charge Management Solution

The parties therefore agree to the following:

**ARTICLE 1  
GENERAL TERMS AND CONDITIONS**

- (1) In this agreement, “General Terms and Conditions” means the content of the document titled “General Terms and Conditions Under the Fiscal Year Strengthening Mobility and Revolutionizing Transportation (SMART) Grants Program,” dated June 20, 2023, which is available at <https://www.transportation.gov/grants/smart/grants-management>. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (2) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (3) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SMART Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the SMART Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

Item 30.

**ARTICLE 2  
APPLICATION, PROJECT, AND AWARD**

**a. Application.**

Application Title: Smart Grid Electric Vehicle Charge Management Solution

Application Date: November 18, 2022

**b. Award Amount.**

SMART Grant Amount: \$1,059,037

**c. Award Dates.**

Period of Performance End Date: 03/15/2025

**d. Budget Period**

Budget Period End Date: 03/15/2025

**FEDERAL AWARD IDENTIFICATION NUMBER.**

The Federal Award Identification Number is listed on page 1, line 1.



ARTICLE 3  
SUMMARY PROJECT INFORMATION

a. Summary of Project’s Statement of Work.

Smart grid EV charge mngmnt solution for the EV fleet, through a managed charging software pilot, a municipal fleet electrification standards framework, a study on value to city-owned utility ratepayers.

b. Project’s Estimated Schedule.

Milestone	Schedule Date
Evaluation & Data Management Plan (NLT 3mo after start)	12/15/2023
Draft Implementation Report (NLT 1 yr after start)	09/15/2024
Final Implementation Report (by the end of the POP)	03/15/2025

Project’s Estimated Costs.

(1) Eligible Project Costs

Eligible Project Costs	
SMART Grant Amount:	\$1,059,037
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$0
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$1,059,037

(2) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Supplies	\$0	\$0	\$0
Contractual/Consultant	\$1,059,037	\$0	\$1,059,037
Construction	\$0	\$0	\$0
Other	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0

Item 30.

<b>Total Budget</b>	\$1,059,037	\$0	\$1,059,037
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## (3) Cost Classification Table -Implementation Grants Only

Utilize the descriptions from the SF-424c to determine what cost goes in each row.

<b>Cost Classification</b>	<b>Total Costs</b>	<b>Non-SMART Previously Incurred Costs</b>	<b>Eligible Costs</b>
Administrative and legal expenses			
Land, structures, rights-of-way, appraisals, etc.			
Relocation expenses and payments			
Architectural and engineering fees			
Other architectural and engineering fees			
Project inspection fees			
Site work			
Demolition and removal			
Construction			
Equipment			
Miscellaneous			
Contingency			
<b>Project Total</b>			

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**ARTICLE 4**  
**RECIPIENT INFORMATION**

**a. Recipient's Unique Entity Identifier.**

VEJ3BS5GK5G1

**b. Recipient Contact(s).**

Tracy Ochsner  
Director, Operation Services  
PO Box 580,  
Fort Collins, CO, 80522-0580  
970-224-6061  
tochsner@fcgov.com

**c. Recipient Key Personnel.**

Name	Title or Position
Tracy Ochsner	Director, Operation Services

**d. USDOT Project Contact(s).**

Roxanne Ledesma  
Strengthening Mobility and Revolutionizing Transportation Grants Program Manager  
U.S. Department of Transportation  
Office of the Assistant Secretary for Research and Technology 1200 New Jersey Avenue,  
S.E.  
Washington, DC 20590  
(202) 774-8003  
Roxanne.Ledesma@dot.gov

## ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

### 5.1 Office for Subaward and Contract Authorization.

- (a) USDOT Office for Subaward and Contract Authorization: Office of the Assistant Secretary for Research and Technology SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

- (b) Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.
- (c) The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

### 5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

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- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "AOR") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) The USDOT may waive the requirement in section 19.7(a) that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management  
 US Department of Transportation,  
 Office of Financial Management B-30, Room W93-431  
 1200 New Jersey Avenue SE  
 Washington DC 20590-0001

or

[DOTElectronicInvoicing@dot.gov](mailto:DOTElectronicInvoicing@dot.gov).

- (f) To seek reimbursement from DOT, the Recipient shall submit documentary evidence of all expenditures associated with the Grant Project (those to be covered by the local and/or state contribution, as well as those covered by the Federal contribution) on a monthly basis. All reimbursement requests to DOT shall include sufficient documentation to justify reimbursement of the Recipient, including invoices and proof of payment of the invoice. In seeking reimbursements, grant recipients must provide invoices or other evidence of the expenditure, details about the expenditure and how it relates to the grant project, and evidence of payment.

The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

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## **ARTICLE 6**

### **SPECIAL GRANT TERMS**

- 6.1** SMART funds must be expended by the budget period end date in section 10.3 of the Terms and Conditions.
- 6.2** The Recipient should demonstrate compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act, and implementing regulations. This should include a current Title VI plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. The Department's and the applicable Operating Administrations' Offices of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.
- 6.3** There are no other special grant requirements for this award.



## ATTACHMENT A PERFORMANCE MEASUREMENT INFORMATION

**Baseline Measurement Date: Due 90 days after award**

**Baseline Report Date: Due 90 days after award**

**Table 1: Performance Measure Table**

Measure	Category and Description	Measurement Frequency
Safety and Reliability	Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on emergency response and the safety of systems for pedestrians, bicyclists, and the broader traveling public	End of period of performance
Resiliency	Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on the reliability and resiliency of the transportation system including cybersecurity and climate change	End of period of performance
Equity and Access	Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on connecting or expanding access to jobs, education, and essential services for underserved or disadvantaged populations	End of period of performance
Climate	Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on congestion, air pollution, emissions, and energy efficiency	End of period of performance
Partnerships	Qualitative Project Benefits: Qualitative description of the anticipated impacts of	End of period of performance

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<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency</b>
	at-scale implementation on the economic competitiveness and private sector investments or partnerships including technical and financial commitments	
Integration	Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on the integration of systems and the connectivity of infrastructure, connected vehicles, pedestrians, bicyclists, and the broader traveling public	End of period of performance
Costs	Project Costs: Quantification of the cost of the proof-of-concept or prototype carried out using the grant (Stage 1)	End of period of performance
Costs	Project Costs: Quantification of the anticipated cost of at-scale implementation (Stage 2)	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and recommendations for future deployment strategies	End of period of performance

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## ATTACHMENT B CHANGES FROM APPLICATION

**INSTRUCTIONS FOR COMPLETING ATTACHMENT B:** Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

**Scope:**

**Schedule:**

**Budget:**

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
<b>Previously Incurred Costs (Non-Eligible Project Costs)</b>	\$0	0	\$0	0
Federal Funds	\$0	0	\$0	0
Non-Federal Funds	\$0	0	\$0	0
Total Previously Incurred Costs	\$0	0	\$0	0
<b>Future Eligible Project Costs</b>	\$0	0	\$0	0
SMART Funds	\$1,059,037	100	\$1,059,037	100
Other Federal Funds	\$0	0	\$0	0
Non-Federal Funds	\$0	0	\$0	0
Total Future Eligible Project Costs	\$1,059,037	100	\$1,059,037	100
Total Project Costs	\$1,059,037	100	\$1,059,037	100

## ATTACHMENT C

### CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

#### 1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked in the following table are accurate:

<input checked="" type="checkbox"/>	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
<input checked="" type="checkbox"/>	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
<input checked="" type="checkbox"/>	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
<input checked="" type="checkbox"/>	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>

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<input type="checkbox"/>	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
<input type="checkbox"/>	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in Attachment A. <i>(Identify the relevant actions from Attachment A in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. **Supporting Narrative.**

[ Recipient - Insert supporting text in last page, as described in the table above. ]

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## ATTACHMENT D RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

### 1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

<input type="checkbox"/>	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
<input checked="" type="checkbox"/>	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
<input type="checkbox"/>	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in Attachment A. <i>(Identify the relevant actions from Attachment A in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

### 2. Supporting Narrative.

[Recipient- Insert supporting text in last page, as described in the table above. ]



## ATTACHMENT E LABOR AND WORKFORCE

**1. Efforts to Support Good-Paying Jobs and Strong Labor Standards. Successful projects will also support the creation of good-paying jobs with the free and fair choice to join a union.**

As outlined in the Notice of Funding Opportunity, applicants are evaluated and selected based on criteria including the extent to which applicants identify the necessary planning and engagement activities that, as projects are fully implemented during Stage 2, will ensure high-quality job creation by supporting good-paying jobs with a free and fair choice to join a union, incorporating strong labor standards (e.g., wages and benefits at or above prevailing, use of project labor agreements, registered apprenticeship programs, pre-apprenticeships tied to 16 registered apprenticeships, etc.), and/or providing workforce opportunities for historically underrepresented groups (e.g., workforce development program, etc.). The table below enables The Recipient to demonstrate how this criteria is addressed.

The Recipient states that rows marked with “X” in the following table are accurate:

<input type="checkbox"/>	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>

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<input type="checkbox"/>	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
<input type="checkbox"/>	<p>The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ul style="list-style-type: none"> <li>a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law;</li> <li>b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color;</li> <li>c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements;</li> <li>d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin;</li> <li>e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and</li> <li>f. maintaining robust anti-retaliation measures covering employees and contractors.</li> </ul> <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p>
<input type="checkbox"/>	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>

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<input checked="" type="checkbox"/>	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

a. Supporting Narrative.

[ Recipient- Insert supporting text in last page, as described in the table above. ]

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ATTACHMENT F  
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

<input type="checkbox"/>	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
<input type="checkbox"/>	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
<input checked="" type="checkbox"/>	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.
<input type="checkbox"/>	For projects in floodplains: The Recipient appropriately considered whether the project was upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Solicit and Considering Stakeholder Input (80 FR 6425).

2. Supporting Narrative.

[Recipient- Insert supporting text in last page as described in the table above.]

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## SUPPORTING TEXT FOR CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

Phase 1 and 2 of the DOT SMART grant directly support the City of Fort Collins' Climate Action Plan, [<https://www.fcgov.com/climateaction/> ] which aims to reduce community greenhouse gas emissions by 80% by 2030 and achieve carbon neutrality by 2050.

The grant will help accelerate transition away from fossil fuel vehicles to electric vehicles. By establishing a build out plan for electrification infrastructure, this will enable a unified roll out of all future EV charger installations.

The grant project focuses on planning and management of EV chargers, and smart energy management. By deploying a software to track and manage EV charging stations, that is connected to the City's Distributed Energy Resource Management System (DERMS), charging can be completed in a more energy efficiency manner.

In summary, this grant project strongly aligns with the City's climate, and energy goals. Phases 1 and 2 will help Fort Collins mitigate greenhouse gas emissions, expand access to clean transportation, and build a flexible, efficient electric system.

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## SUPPORTING TEXT FOR RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

The City of Fort Collins has an Equity & Inclusion Plan 2023 [<https://www.fcgov.com/equity/>] that describes recommended goals and actions to be taken by the City of Fort Collins to improve racial equity and reduce barriers to opportunity. This plan will guide actions towards creating improvement to public transportation for underserved communities. By effectively managing electric charging, this will minimize fuel costs for city run transit services which increases the City's capacity to connect and expand access and services for underserved or disadvantaged populations, improving access to jobs, education, and essential services.



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## SUPPORTING TEXT FOR LABOR AND WORKFORCE

While the City has not yet taken actions related to creating good paying jobs with the free and fair choice to join a union and incorporate strong labor standards the following actions, but not limited to, will be taken in compliance with the Code of Federal Regulations 2 CFR 200, which includes, but is not limited to:

Equal Employment Opportunity

Small and Minority Businesses, Women's Businesses and Labor Surplus Area Firms

Certified Payroll

Davis Bacon Wages

Brooks Act

Build America/Buy America – Domestic Preference

Anti-Lobbying

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## SUPPORTING TEXT FOR CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

City of Fort Collins will conduct/comply with internal Software as a Service (SaaS) standards as well as adhere to 2 CFR 200.216.

**From:** [Dawn Kennedy](#)  
**To:** [Jake Rector](#)  
**Cc:** [Denzel Maxwell](#); [Kelly DiMartino](#); [Gerry S. Paul](#); [Tracy Ochsner](#); [Erik Martin](#)  
**Subject:** RE: City Manager Approval for City Council Agenda Review - SMART Grant Spending  
**Date:** Tuesday, November 21, 2023 2:20:54 PM

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Hi Jake,

Kelly was able to read through this and sends her blessing! ☺

Wasn't sure if you need a signature. Let us know if you do!

Thanks,

Dawn

.....  
**Dawn Kennedy**  
Executive Assistant to the City Manager  
[City of Fort Collins](#), Colorado  
Cell: 201-247-3543  
Office: 970-221-6509  
Email: [dkennedy@fcgov.com](mailto:dkennedy@fcgov.com)



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**From:** Jake Rector <[jrector@fcgov.com](mailto:jrector@fcgov.com)>  
**Sent:** Friday, November 17, 2023 1:59 PM  
**To:** Dawn Kennedy <[dkennedy@fcgov.com](mailto:dkennedy@fcgov.com)>; Kelly DiMartino <[KDIMARTINO@fcgov.com](mailto:KDIMARTINO@fcgov.com)>  
**Cc:** Tracy Ochsner <[TOCHSNER@fcgov.com](mailto:TOCHSNER@fcgov.com)>; Erik Martin <[ermartin@fcgov.com](mailto:ermartin@fcgov.com)>; Gerry S. Paul <[gspaul@fcgov.com](mailto:gspaul@fcgov.com)>  
**Subject:** City Manager Approval for City Council Agenda Review - SMART Grant Spending

Kelly,

Hope you are doing well. We are working on getting an AIS together for the December 5<sup>th</sup> City Council reading. The deadline for CAO to review additional items to that meeting is end of business Monday, November 20<sup>th</sup>, 2023. CAO has requested that we get your blessing regarding the attached Memorandum - Sole Source Request to utilize a portion of the \$1,059,037.00 SMART Grant that the City was awarded in September.

The agreement with Panasonic is under review with CAO and we expect it to be ready by the December 5<sup>th</sup> reading.

Please reach out if you have any additional questions.

Have a nice weekend!

Thank you

**Jake Rector**

**Senior Buyer, Purchasing Department**

**City of Fort Collins**

300 Laporte Ave.

[970-221-6776](tel:970-221-6776) (O)

[970-391-3164](tel:970-391-3164) (M)

[jrector@fcgov.com](mailto:jrector@fcgov.com)

December 5, 2023

# AGENDA ITEM SUMMARY

## City Council



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### STAFF

Brad Smith, Energy Services  
Kerri Ishmael, Grants Administration  
Cyril Vidergar, Assistant City Attorney

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### SUBJECT

**Second Reading of Ordinance No. 157, 2023, Making A Supplemental Appropriation, Appropriating Prior Year Reserves, Authorizing Transfers and Authorizing the City Manager to Enter into an Agreement for the Zero Carbon Performance Code Project.**

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### EXECUTIVE SUMMARY

This Ordinance, adopted on First Reading by a vote of 6-1 (nay: Ohlson) on November 21, 2023, supports the appropriation of funds for the *Zero Carbon Performance Code Project* by:

- Appropriating \$693,595 of unanticipated revenue awarded by the Department of Energy (DOE);
- Appropriating \$152,127 from Light and Power Fund reserves;
- Transferring \$7,600 matching funds from existing 2023 appropriations in the Light & Power Fund; and
- Appropriating \$46,842 from General Fund reserves.

In July 2023, the Department of Energy (DOE) awarded the City of Fort Collins (City) \$693,595 under the Bipartisan Infrastructure Law, Resilient and Efficient Codes Implementation (RECI) funding. The award supports development of a Zero Carbon Performance Energy Code framework by 2030 to meet energy use and carbon emissions reduction targets and replace prescriptive energy code models. This framework will be developed as a Code path to include successive code update cycles focused on an end goal of zero carbon new construction in the 2030 code cycle.

This project directly aligns with Our Climate Future's Big Move 6 "Efficient, Emissions Free Buildings." It also recognizes the importance of building energy codes as an effective strategy to improve health and safety, comfort, climate resilience and lower energy costs within community buildings.

While the DOE did not provide the final grant agreement before first reading of this Ordinance, staff is seeking approval to begin spending resources toward the City's anticipated match. The City's \$206,569 match will be met principally through Energy Services and Building Services staff personnel time. Upon presentation of its final grant agreement and DOE confirmation of its \$693,595 award (anticipated to occur before or contemporaneous with second reading), the DOE grant will be applied to reimburse project partners and the City. DOE funds and the City's match support total project costs of \$900,164.

Note: At the time of the December 5 agenda publication, the DOE was still processing the final grant agreement.

## **STAFF RECOMMENDATION**

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Staff recommends adoption of the Ordinance on Second Reading.

## **BACKGROUND / DISCUSSION**

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The DOE introduced the RECI funding opportunity as the first roll out of funds from both the Bipartisan Infrastructure Law and from the Inflation Reduction Act. The City was the only local government out of the 27 awardees selected from the highly competitive RECI program. A primary reason for the City's selection was our proposal to implement a performance-based building energy code framework that reaches zero carbon/zero energy in new construction by 2030. This approach is viewed in the energy code community as the likely path forward for jurisdictions with ambitious climate goals. The performance-based building energy code framework requires the use of software to model and achieve building energy performance targets in the design and construction of new buildings. City Code currently offers a performance path option for building energy code compliance but it is focused on modeling related to energy cost, which is not fully aligned with the 2030 Our Climate Future goals.

The *Zero Carbon Performance Code Project* will modify the existing City approach by establishing required targets for energy use and carbon reduction of a building or home when built to the 2030 zero carbon code. It will then use the two interim code cycles in 2024 and 2027 as increased steps in efficiency that ultimately achieve 2030 code targets. The performance-based building energy code framework will allow builders flexibility in construction approaches and materials in achieving targets and provides transparency in future code and beyond the typical three-year update cadence.

Critical to the success of this work will be ongoing input from a local, diverse stakeholder group with an interest in new construction, building energy code, sustainability, climate resilience and affordability. The application for the DOE grant included a Community Benefits Plan (Attachment 2) which highlights how the project incorporates historically underrepresented community voices in the development of the code framework. This plan highlights our effort to put people, their communities, and community priorities at the center of our community needs and environmental goals. In addition, to ensure a smooth transition to this new code in future code cycles, the project will establish an implementation guide, education materials and training offerings developed through stakeholder engagement.

The City will collaborate with other subject matter experts from project partners Florida Solar Energy Center, New Buildings Institute, and the International Code Council (ICC). The Colorado Energy Office is also serving as a supporting partner, providing review and evaluation of project outcomes and guidance as needed.

The proposed project approach follows the three-year code cycle established by the ICC. This cycle will continue with the City's adoption of the 2024, 2027 and 2030 body of ICC codes. Considering City policy to adopt updated energy codes within a year of issuance by the ICC and that the 2024 code year is about to begin, the *Zero Carbon Performance Code Project* needs to commence as soon as possible to avoid a delay in the target code adoption process, including adoption of the 2024 body of ICC codes.

The DOE notified the City in a July 12, 2023 Selection Notification Letter (Attachment 2) that our application in support of the *Zero Carbon Performance Code Project* was recommended for RECI funding. The City subsequently received the Assistance Agreement, i.e., draft grant agreement (Attachment 3; also attached as Exhibit "A" to the Ordinance) demonstrating the \$693,595 in DOE funds obligated for this project with a Period of Performance commencing October 1, 2023. As described in the Assistance Agreement, the \$900,164 in total project costs is subject to a cooperative agreement, which provides the DOE participating



in the project, working closely with the City to ensure outcomes are met and during the proposed project timeframe.

Per the draft cooperative agreement, DOE is providing \$693,595 for reimbursement of costs for activities presented in the Budget (Attachment 4), with the City funding \$206,569 of project costs. The conditional status of the award in the Assistance Agreement will be lifted upon completion of the Cooperative Agreement negotiations. The negotiations pertain to the final statement of project objectives (SOPO) and Budget, on which staff and DOE have worked for several months this fall to finalize. As noted in a November 5, 2023, email communication with DOE (Attachment 5), DOE representatives supporting this project have approved the SOPO and Budget that are currently under review with the DOE Financial Assistance unit. Staff anticipates notice from DOE on Assistance Agreement conditions being lifted by second reading of this item on December 5, 2023.

Considering the need for City staff to commence work on this project to support:

- (1) Meeting project objective timelines as outlined in the SOPO; and
- (2) to ensure no delay by the City in adopting the 2024 code;

staff is seeking adoption of this Ordinance ahead of the final DOE action, allowing commencement of work on the project in 2023. All such work by staff will be funded from existing unencumbered annual appropriations and support the required \$206,569 local cost share.

Upon DOE lifting remaining Assistance Agreement conditions, the City will finalize subaward agreements with partners Florida Solar Energy Center, New Buildings Institute, and the ICC, supporting work by these partners under the *Zero Carbon Performance Code Project* for which allowable costs for such work will be submitted for reimbursement by DOE pursuant to the Assistance Agreement.

Though the DOE did not provide the final cooperative grant agreement before first reading of this Ordinance, staff is seeking Council approval to begin spending City match resources in the form of Energy Services and Building Services staff time. Starting preparations and initial grant work ahead of signing the Assistance Agreement will ensure the full scope of work can be completed during the proposed project timeframe. Staff anticipates the DOE will provide the final grant agreement and confirmation of award by or before second reading of the proposed Ordinance.

## **CITY FINANCIAL IMPACTS**

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This item appropriates \$892,564 in costs to support the *Zero Carbon Performance Code Project* from:

- \$693,595 in unanticipated grant revenue from DOE
- \$152,127 in Light & Power Fund reserves to be used toward required local matching funds
- \$46,842 in General Fund reserves to be used for the final portion of the required matching funds

Required matching funds in the amount of \$7,600 have already been appropriated in the 2023 Light & Power Fund in the Energy Services operating budget. The \$7,600 will be transferred from Energy Services 2023 operating budget to the grant/cooperative assistance project. This serves to support tracking of personnel time in meeting the City's match obligation.

The DOE award is a reimbursement type award, meaning Light & Power Fund expenses will be reimbursed up to \$693,595.

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

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On February 9, and June 8, 2023, the Energy Board received updates, and expressed general support, regarding planning for advancing building code performance and the pending DOE grant opportunity.

## **PUBLIC OUTREACH**

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None.

## **ATTACHMENTS**

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First Reading attachments not included.

1. Ordinance for Consideration
2. Exhibit A to Ordinance
3. DOE Grant Community Benefits Plan

ORDINANCE NO. 157, 2023  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
MAKING A SUPPLEMENTAL APPROPRIATION, APPROPRIATING  
PRIOR YEAR RESERVES, AUTHORIZING TRANSFERS AND  
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT  
FOR THE ZERO CARBON PERFORMANCE CODE PROJECT

WHEREAS, on March 16, 2021, City Council approved Resolution 2021-031 in which it adopted the City's Our Climate Future Plan, setting local climate, energy and waste reduction goals focused on improving community equity and resilience outcomes, and a commitment to mitigate climate change with a systems-based approach; and

WHEREAS, in June 2023, the U.S. Department of Energy (DOE) awarded the City a \$693,595 grant under the 2023 Bipartisan Infrastructure Law, Resilient and Efficient Codes Implementation funding (RECI) to support the City's development of an updated Energy Code framework that sets energy use and carbon emission reduction targets by 2030 ("Zero Carbon Performance Code Project"); and

WHEREAS, the Zero Carbon Performance Code Project directly aligns with the City's Our Climate Future's Big Move 6 "Efficient, Emissions Free Buildings" component, which seeks to ensure all City residents live and work in healthy efficient buildings that can transition to become emissions free; and

WHEREAS, to begin work on the Zero Carbon Performance Code Project, Utilities staff proposes appropriation and transfer of the following amounts for expenditure in the project fund:

- Appropriation of:
  - \$693,595 of unanticipated DOE RECI grant revenue;
  - \$152,127 from current Light & Power Fund reserves;
  - \$46,842 from current General Fund reserves; and
- Transfer of \$7,600 from unencumbered 2023 Budget appropriations in the Light & Power Fund to satisfy the City's local matching obligation under the DOE RECI grant; and

WHEREAS, the DOE RECI grant is conditioned on the City entering into an agreement through which the DOE will work with the City to ensure completion of project outcomes contained in an approved statement of project objectives (SOPO), a draft assistance agreement with special terms are attached hereto as Exhibit "A;" and

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

WHEREAS, the City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated from the Light & Power Fund and will not cause the total amount appropriated in the Light & Power Fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in this Fund during this fiscal year; and

WHEREAS, Article V, Section 10 of the City Charter authorizes the City Council, upon recommendation by the City Manager, to transfer by ordinance any unexpended and unencumbered appropriated amount or portion thereof from one fund or capital project to another fund or capital project, provided that the purpose for which the transferred funds are to be expended remains unchanged, the purpose for which the funds were initially appropriated no longer exists, or the proposed transfer is from a fund or capital project in which the amount appropriated exceeds the amount needed to accomplish the purpose specified in the appropriation ordinance; and

WHEREAS, the City Manager has recommended the transfer of \$7,600 from the Energy Services operating budget in the Light & Power Fund to the Zero Carbon Performance Code Project budget in the Light & Power Fund and determined that the purpose for which the transferred funds are to be expended remains unchanged; and

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

WHEREAS, the City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated from the Light & Power Fund and the General Fund and will not cause the total amount appropriated in the Light & Power Fund and the General Fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in these funds during this fiscal year; and

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

WHEREAS, this appropriation benefits public health, safety and welfare of the citizens of Fort Collins and serves the public purpose of facilitating adoption of modern energy-efficient building and construction codes that improve the health, safety, and comfort of community buildings; and

WHEREAS, the proposed appropriation also furthers the Zero Carbon Performance Code Project which benefits electric utility ratepayers by expediting development of building codes focused on improving climate resilience and reducing energy costs in the City's built environment; and

WHEREAS, the City Council wishes to designate the appropriation herein for the DOE Resilient and Efficient Codes Implementation grant project as an appropriation that shall not lapse until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That there is hereby appropriated from new revenue or other funds in the Light & Power Fund the sum of SIX HUNDRED NINETY-THREE THOUSAND FIVE HUNDRED NINETY-FIVE DOLLARS (\$693,595) to be expended in the Light & Power Fund for the Zero Carbon Performance Code Project.

Section 3. That there is hereby appropriated from prior year reserves in the Light & Power Fund the sum of ONE HUNDRED FIFTY-TWO THOUSAND ONE HUNDRED TWENTY-SEVEN DOLLARS (\$152,127) to be expended in the Light & Power Fund for the Zero Carbon Performance Code Project.

Section 4. That there is hereby appropriated from prior year reserves in the General Fund the sum of FORTY-SIX THOUSAND EIGHT HUNDRED FORTY-TWO DOLLARS (\$46,842) to be expended in the General Fund for the Zero Carbon Performance Code Project.

Section 5. That the unexpended and unencumbered appropriated amount of SEVEN THOUSAND SIX HUNDRED DOLLARS (\$7,600) is authorized for transfer from the Energy Services operating budget in the Light & Power Fund to the Zero Carbon Performance Code Project budget in the Light & Power Fund and appropriated therein to be expended for the Zero Carbon Performance Code Project.

Section 6. That the appropriation herein for the U.S. Department of Energy Resilient and Efficient Codes Implementation (RECI) grant is hereby designated, as authorized in Article V, Section 11 of the City Charter, as an appropriation that shall not lapse at the end of this fiscal year but will continue until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant.

Section 7. That the City Manager is authorized to enter into a cooperative agreement with the U.S. Department of Energy for the RECI grant, with such additional or modified terms and conditions as the City Manager may, in consultation with the City Attorney, determine necessary and appropriate to protect the interests of the City or effectuate the purposes of this Ordinance.

Introduced, considered favorably on first reading and ordered published this 21st day of November, 2023, and to be presented for final passage on the 5th day of December, 2023.

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Mayor

ATTEST:

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City Clerk

Passed and adopted on final reading this 5th day of December, 2023.

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Mayor


ATTEST:

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City Clerk



## ASSISTANCE AGREEMENT

1. Award No. DE-EE0010948		2. Modification No.		3. Effective Date 10/01/2023		4. CFDA No. 81.117	
5. Awarded To CITY OF FORT COLLINS Attn: Blaine Dunn P. O. BOX 580 Attn: Blaine Dunn, Accounting Director FORT COLLINS CO 805220580				6. Sponsoring Office Energy Effcy & Renewable Energy EE-1 U.S. Department of Energy 1000 Independence Avenue, S.W. Washington DC 20585			7. Period of Performance 10/01/2023 through 09/30/2024
8. Type of Agreement <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other		9. Authority IIJA PL 117-58, 2021 PL 109-58 EPACT, 2005			10. Purchase Request or Funding Document No. See Schedule		
11. Remittance Address CITY OF FORT COLLINS Attn: CITY OF FORT COLLINS P. O. BOX 580 ATTN: BLAINE DUNN, ACCOUNTING DIRECTOR FORT COLLINS CO 805220580				12. Total Amount Govt. Share: \$693,595.00  Cost Share : \$206,569.00  Total : \$900,164.00		13. Funds Obligated This action: \$693,595.00  Total : \$693,595.00	
14. Principal Investigator		15. Program Manager Christina Volpi Phone: 240-562-1430			16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 15013 Denver West Parkway Golden CO 80401		
17. Submit Payment Requests To VIPERS <a href="https://vipers.doe.gov">https://vipers.doe.gov</a> Any questions, please contact by call/email 855-384-7377 or VipersSupport@hq.doe.gov				18. Paying Office VIPERS <a href="https://vipers.doe.gov">https://vipers.doe.gov</a> Any questions, please contact by call/email 855-384-7377 or VipersSupport@hq.doe.gov		19. Submit Reports To	
20. Accounting and Appropriation Data 05461-2023-31-200835-41020-1005891-0000000-0000000-0000000							
21. Research Title and/or Description of Project Zero Carbon Performance Code Implementation							
For the Recipient				For the United States of America			
22. Signature of Person Authorized to Sign				25. Signature of Grants/Agreements Officer 			
23. Name and Title		24. Date Signed		26. Name of Officer Elizabeth A. Parrish		27. Date Signed 09/16/2023	

CO <i>Item 31.</i>	ON SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-EE0010948	PAGE OF 2   3
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NAME OF OFFEROR OR CONTRACTOR  
CITY OF FORT COLLINS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>UEI: VEJ3BS5GK5G1</p> <p>This is a conditional award, comprised of this Assistance Agreement and the Special Terms and Conditions. Upon successful completion of negotiations, this award will be modified to lift its conditional status, to revise the Special Terms and Conditions, and to add additional attachments, such as Attachment 1, Statement of Project Objectives and Milestone Summary Table; Attachment 2, Federal Assistance Reporting Checklist and Instructions; Attachment 3, Budget Information SF-424A; Attachment 4, Intellectual Property Provisions; and Attachment 5 Community Benefits Plan.</p> <p>1. The award was prepared using the proposed budget information in the Recipient's application. Term 1 of the Special Terms and Conditions states that the Recipient is prohibited from spending Federal funds at this time. DOE will not release the funding obligated by this award until successful completion of negotiations are reached to the satisfaction of the Contracting Officer. Performance against this award is, therefore, at the</p> <p>2. Recipient's own risk, and payments for costs incurred for Recipient's project will not be made until the parties complete negotiations and the Contracting Officer issues a modification to this award.</p> <p>3. A representative of the DOE office will contact the Recipient to request additional and/or revised information needed to supplement and clarify the Recipient's application, to complete the negotiations of an amended award.</p> <p>In Block 7 of the Assistance Agreement, the Period of Performance reflects the beginning of the Project Period through the end of the current Budget Period. Additional future DOE funding and additional budget periods are not contemplated under this award. Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority.</p> <p>DOE Award Administrator: Abdulwahab Salih</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR  
CITY OF FORT COLLINS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	E-mail: abdulwahab.salih@ee.doe.gov Phone: 720-360-5552  DOE Project Officer: Christina Volpi E-mail: christina.volpi@ee.doe.gov Phone: 720-813-9293  Recipient Business Officer: Brad Smith E-mail: brsmith@fcgov.com Phone: 970-416-4321  Recipient Principal Investigator: Kerri Ishmael E-mail: kishmael@fcgov.com Phone: 970-416-4222  "Electronic signature or signatures as used in this document means a method of signing an electronic message that— (A) Identifies and authenticates a particular person as the source of the electronic message; (B) Indicates such person's approval of the information contained in the electronic message; and, (C) Submission via FedConnect constitutes electronically signed documents." ASAP: NO: STD IMMEDIATE Extent Competed: COMPETED Davis-Bacon Act: YES PI: Smith, Brad Fund: 05461 Appr Year: 2023 Allottee: 31 Report Entity: 200835 Object Class: 41020 Program: 1005891 Project: 0000000 WFO: 0000000 Local Use: 0000000				

Item 31.

## Special Terms and Conditions

The Recipient, which is identified in Block 5 of the Assistance Agreement, and the Office of Energy Efficiency and Renewable Energy (“EERE”), an office within the United States Department of Energy (“DOE”), enter into this Award, referenced in Block 1 of the Assistance Agreement.

This Award consists of the Assistance Agreement and the Special Terms and Conditions. When the parties have completed negotiations for this Award, the Contracting Officer will issue an award modification, and the following documents will be added to the Award:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Statement of Project Objectives and Milestone Summary Table
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Community Benefits Plan

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR Part 200 as amended by 2 CFR Part 910 at <http://www.eCFR.gov>.
- Research Terms & Conditions (November 12, 2020) and the DOE Agency Specific Requirements (November 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp> (Applicable if the Award is for research and development).
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).
- Public Law 117-169, also known as the Inflation Reduction Act (IRA).
- The Recipient’s application/proposal as approved by EERE.

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## **Subpart A. General Provisions**

### **Term 1. Conditional Availability of Funds**

Notwithstanding the obligation of funds shown on the Assistance Agreement, the parties hereby agree that the availability of funds to the Recipient for payment of costs incurred by the Recipient is conditioned upon the Contracting Officer's review and approval of the Recipient's application and the completion of negotiations. The Recipient is prohibited from spending federal funds at this time. No funds shall be made available to the Recipient for payment and DOE does not guarantee or assume any obligation to reimburse costs incurred by the Recipient during the negotiation process.

When the parties have completed negotiations for this award, the Contracting Officer will issue a modification to this award making available the obligated amount for payment in accordance with the payment terms contained in the Special Terms and Conditions of this award. The Recipient may then receive payment for allowable incurred costs or recognize incurred costs toward cost share requirements, as applicable, in accordance with the negotiated payment terms.

Many of the terms and conditions that appear herein will appear in the same form in the fully executed award terms and conditions, but are not necessarily applicable until the award is fully negotiated and executed by the Contracting Officer. They are provided in order to allow the applicant to begin reviewing them in furtherance of understanding the obligations and duties applicable to the Federal award. Some terms reference attachments; however, Attachments 1-6 will not be included in the Award unless and until the parties successfully complete negotiations. Upon execution of the award, some of the terms that appear herein may be superseded by updated terms applicable to the particular applicant or award; some terms—such as this “Conditional Availability of Funds” term—may be removed; and others may be added, depending on the specific circumstances pertaining to the particular applicant or award.

Failure by the Recipient to provide an application with supporting documentation acceptable to the Contracting Officer, or failure to complete negotiations, may be deemed noncompliance pursuant to 2 CFR 200.338 or 2 CFR 910.120 and 2 CFR 910.128 and subject to the remedies for noncompliance contained in 2 CFR 200.338. Based on such noncompliance, the Contracting Officer may unilaterally terminate or suspend this award and deobligate the amounts obligated. In such case, the Recipient shall not be reimbursed for costs incurred at the Recipient's risk, as described above.

### **Term 2. Legal Authority and Effect**

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

**Term 3. Flow Down Requirement**

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

**Term 4. Compliance with Federal, State, and Municipal Law**

The Recipient is required to comply with applicable federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

**Term 5. Inconsistency with Federal Law**

Any apparent inconsistency between federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

**Term 6. Federal Stewardship**

EERE will exercise normal federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

**Term 7. Substantial Involvement**

EERE has substantial involvement in work performed under this Award. EERE does not limit its involvement to the administrative requirements of this Award. Instead, EERE has substantial involvement in the direction and redirection of the technical aspects of the project as a whole. Substantial involvement includes the following:

- EERE shares responsibility with the Recipient for the management, control, direction, and performance of the Project.
- EERE may intervene in the conduct or performance of work under this Award for programmatic reasons. Intervention includes the interruption or modification of the conduct or performance of project activities.
- EERE may redirect or discontinue funding the Project based on the outcome of EERE's evaluation of the Project at the Go/No Go decision point.
- EERE participates in major project decision-making processes.

**Term 8. Federal Involvement****A. Review Meetings**

The Recipient, including but not limited to, the principal investigator (or, if applicable, co-principal investigators), is required to participate in periodic review meetings with EERE. Review meetings enable EERE to assess the work performed under this Award and determine whether the Recipient has timely achieved the

technical milestones and deliverables stated in Attachment 1 to this Award.

EERE shall determine the frequency of review meetings and select the day, time, and location of each review meeting and shall do so in a reasonable and good faith manner. EERE will provide the Recipient with reasonable notice of the review meetings.

For each review meeting, the Recipient is required to provide a comprehensive overview of the project, including:

- The Recipient's technical progress compared to the Milestone Summary Table stated in Attachment 1 to this Award.
- The Recipient's actual expenditures compared to the approved budget in Attachment 3 to this Award.
- Other subject matter specified by the DOE Technology Manager/Project Officer.

**B. Project Meetings**

The Recipient is required to notify EERE in advance of scheduled tests and internal project meetings that would entail discussion of topics that could result in major changes to the baseline project technical scope/approach, cost, or schedule. Upon request by EERE, the Recipient is required to provide EERE with reasonable access (by telephone, webinar, or otherwise) to the tests and project meetings. The Recipient is not expected to delay any work under this Award for the purpose of government insight.

**C. Site Visits**

EERE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Recipient must provide, and must require subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

**D. Go/No Go Decisions**

Attachment 1 to this Award establishes Go/No Go decision points. For each Go/No Go decision point, EERE must determine whether the Recipient has fully and satisfactorily completed the work described in Attachment 1 to this Award. As a result of a Go/No Go review, in its discretion, EERE may take one of the following actions:

- Authorize federal funding for the next budget period for the Project.
- Recommend redirection of work under the Project.
- Place a hold on the federal funding for the Project, pending further supporting data.
- Discontinue providing federal funding for the Project beyond the current budget period as the result of insufficient progress, change in strategic

direction, or lack of available funding.

**E. Technical Milestones and Deliverables**

Attachment 1 to this Award establishes technical milestones and deliverables. If the Recipient fails to achieve two or more technical milestones and deliverables, EERE may renegotiate the Statement of Project Objectives and/or Milestone Summary Table in Attachment 1 to this Award. In the alternative, EERE may deem the Recipient's failure to achieve these technical milestones and deliverables to be material noncompliance with the terms and conditions of this Award and take action to suspend or terminate the Award.

**F. EERE Access**

The Recipient must provide any information, documents, site access, or other assistance requested by EERE for the purpose of its federal stewardship or substantial involvement.

**Term 9. NEPA Requirements**

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of federal funds. Based on information available, DOE has not issued a final NEPA determination for this project.

Notwithstanding the obligation of funds shown on the Assistance Agreement, the parties hereby agree that the availability of funds to the Recipient for payment of costs incurred by the Recipient is conditioned upon the final NEPA determination. The Recipient is prohibited from spending federal funds at this time. No funds, therefore, shall be made available to the Recipient for payment, and DOE does not guarantee or assume any obligation to reimburse costs incurred by the Recipient prior to written authorization from the Contracting Officer.

Should the Recipient elect to undertake activities or change locations prior to authorization from the Contracting Officer, the Recipient does so at risk of not receiving federal funding for those activities and such costs may not be recognized as allowable cost share.

**Term 10. Performance of Work in United States**

**A. Requirement**

All work performed under this Award must be performed in the United States unless the Contracting Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Recipient should make every effort to purchase supplies and equipment within the United States. The Recipient must flow down this requirement to its subrecipients.

**B. Failure to Comply**

If the Recipient fails to comply with the Performance of Work in the United States requirement, the Contracting Officer may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable Recipient cost share regardless of if the work is performed by the Recipient, subrecipients, vendors or other project partners.

**C. Waiver for Work Outside the U.S.**

All work performed under this Award must be performed in the United States. However, the Contracting Officer may approve the Recipient to perform a portion of the work outside the United States under limited circumstances. The Recipient must obtain a waiver from the Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Recipient must submit a written waiver request to the Contracting Officer, which includes the information as required in the FOA that the Award was selected under.

For the rationale, the Recipient must demonstrate to the satisfaction of the Contracting Officer that the performance of work outside the United States would further the purposes of the FOA that the Award was selected under and is in the economic interests of the United States. The Contracting Officer may require additional information before considering such request.

**Term 11. Foreign National Participation**

A “foreign national” is defined as any person who is not a U.S. citizen by birth or naturalization.

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE’s request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national’s participation in the Award. Likewise, DOE may elect to deny a foreign national’s access to a DOE sites, information, technologies, equipment, programs, or personnel. DOE’s determination to deny participation or access is not appealable.

**Term 12. Post-Award Due Diligence Reviews**

During the period of performance of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

**Term 13. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

**Term 14. Reporting Requirements****A. Requirements**

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or



termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by federal agencies.

**B. Dissemination of Scientific and Technical Information**

Scientific and Technical Information (STI) generated under this Award will be submitted to DOE via the Office of Scientific and Technical Information's Energy Link ([E-Link](#)) system. STI submitted under this Award will be disseminated via DOE's [OSTI.gov](#) website subject to approved access limitations. Citations for journal articles produced under the Award will appear on the [DOE PAGES](#) website.

**C. Restrictions**

Scientific and Technical Information submitted to E-Link must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

**Term 15. Lobbying**

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

**Term 16. Publications**

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's, Industrial Efficiency & Decarbonization Office (IEDO) under Award Number DE-EE0010865."
- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

*Abridged Legal Disclaimer:* "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

Recipients should make every effort to include the full Legal Disclaimer. However, in the

event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

The Award may be subject to a Data Management Plan as part of the Intellectual Property clause set that explains how data generated in the course of the work performed under this Award will be shared or preserved or, when justified, explains why data sharing or preservation is not possible or scientifically appropriate.

#### **Term 17. No-Cost Extension**

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

#### **Term 18. Property Standards**

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

#### **Term 19. Insurance Coverage**

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

#### **Term 20. Real Property**

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a federal award will conditionally vest upon acquisition in the non-federal entity. The non-federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by federal statutes or by the federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

**Term 21. Federally-Owned Property (Government-Furnished)**

Title to federally-owned property remains vested in the federal government. Federally-owned property shall be managed in accordance with 2 CFR 200.312 and reported as prescribed in the Federal Assistance Reporting Checklist and Instructions.

**Term 22. Equipment**

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a federal award will conditionally vest upon acquisition with the non-federal entity. The non-federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a federal award is no longer needed, the non-federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) non-federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

**Term 23. Supplies**

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

**Term 24. Property Trust Relationship**

Real property, equipment, and intangible property, that are acquired or improved with a federal award must be held in trust by the non-federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a federal award.

**Term 25. Record Retention**

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

**Term 26. Audits****A. Government-Initiated Audits**

The Recipient must provide any information, documents, site access, or other assistance requested by EERE, DOE or federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR Part 200 as amended by 2 CFR Part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

**B. Annual Independent Audits (Single Audit or Compliance Audit)**

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

**Term 27. Indemnity**

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or

negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

## **Subpart B. Financial Provisions**

### **Term 28. Maximum Obligation**

The maximum obligation of DOE for this Award is the total “Funds Obligated” stated in Block 13 of the Assistance Agreement to this Award.

### **Term 29. Funding of Budget Periods**

EERE has obligated funding as shown in Block 13 of the Assistance Agreement for completion of the Project. However, only the federal share of costs associated with the current Period of Performance is available for work performed by the Recipient. The federal share of costs is shown on Attachment 3. The current Period of Performance is shown in Block 7 of the Assistance Agreement.

The remainder of funding is contingent upon: (1) availability of federal funds appropriated by Congress for the purpose of this program; (2) the availability of future-year budget authority; (3) Recipient’s technical progress compared to the Milestone Summary Table stated in Attachment 1 to this Award; (4) Recipient’s submittal of required reports; (5) Recipient’s compliance with the terms and conditions of the Award; (6) EERE’s Go/No-Go decision; (7) the Recipient’s submission of a continuation application; and (8) written approval of the continuation application by the Contracting Officer.

In the event that the Recipient does not submit a continuation application for subsequent Budget Periods, or EERE disapproves a continuation application for subsequent Budget Periods, the maximum EERE liability to the Recipient is the funds that are available for the current approved Budget Period(s). In such event, EERE reserves the right to deobligate any remaining federal funds.

### **Term 30. Continuation Application and Funding**

#### **A. Continuation Application**

A continuation application is a non-competitive application for an additional budget period within a previously approved project period. At least 90 calendar days before the end of each budget period, the Recipient must submit its continuation application as required in Attachment 2, Federal Assistance Reporting Checklist, with written notification to the DOE Technology Manager/Project Officer and the DOE Award Administrator that it has been submitted. The continuation application includes the following information:

- i. A report on the Recipient’s progress towards meeting the milestones and objectives of the project set forth in the SOPO and the Community Benefits Plan, any significant findings, conclusions, or developments, and an estimate of any unobligated balances remaining at the end of the budget period. If the remaining unobligated balance is estimated to exceed 20 percent of the funds available for the budget period, explain why the excess funds have not been obligated and how they will be used in the next budget period. The

report must also address the Recipient's progress towards meeting the objectives and milestones set forth in the Community Benefits Plan.

- ii. A detailed budget and supporting justification if there are changes to the negotiated budget, or a budget for the upcoming budget period was not approved at the time of award.
- iii. A description of any planned changes from the negotiated Statement of Project Objectives and/or Milestone Summary Table.

**B. Continuation Funding**

Continuation funding is contingent on (1) the availability of funds appropriated by Congress for the purpose of this program; (2) the availability of future-year budget authority; (3) Recipient's technical progress compared to the Milestone Summary Table stated in Attachment 1 to this Award; (4) Recipient's submittal of required reports; (5) Recipient's compliance with the terms and conditions of the Award; (6) EERE's Go/No-Go decision; (7) the Recipient's submission of a continuation application; and (8) written approval of the continuation application by the Contracting Officer.

- C. EERE waives prior written approval requirements to carry forward unobligated balances to subsequent periods of performance, in accordance with 2 CFR 200.308(e)(2).

**Term 31. Cost Sharing**

**A. Cost Sharing Obligations**

The Recipient must provide the "Cost Share" amount stated in Block 12 of the Assistance Agreement to this Award. EERE and the Recipient's cost share for the total estimated project costs are listed below.

**Table 1**

EERE Cost Share \$ / %	Recipient Cost Share \$ / %	Total Estimated Project Costs
\$ / %	\$ / %	\$

The Recipient must provide its required "Cost Share" amount as a percentage of the total project costs in each invoice period for the duration of the project period. Specifically, the cumulative cost share percentage provided to date on each invoice received must reflect, at a minimum, the cost sharing percentage specified in the Award.

**B. Cost Share Obligation If Award Terminated or Discontinued**

If the Award is terminated or is otherwise not funded to completion, the Recipient is not required to provide the entire "Cost Share" amount stated in Block 12 of the Assistance Agreement to this Award; however, the Recipient must provide its share (i.e., percentage as shown in Table 1 above) of the total project cost reimbursed as of the date of the termination or discontinuation.

**C. Source of Cost Share**

The Recipient may not use federal funds to meet its cost sharing obligations, unless



otherwise allowed by federal law.

**D. Inability to Comply with Cost Sharing Obligations**

If the Recipient determines that it is unable to meet its cost sharing obligations, the Recipient must notify the DOE Award Administrator in writing immediately. The notification must include the following information: (1) whether the Recipient intends to continue or phase out the project, and (2) if the Recipient intends to continue the project, how the Recipient will pay (or secure replacement funding for) the Recipient's share of the total project cost.

If the Recipient fails to meet its cost sharing obligations, EERE may recover some or all of the financial assistance provided under this Award. The amount EERE would seek to recover under this Term would be predicated on EERE's analysis of the Recipient's compliance with their cost sharing obligation under the Award.

**Term 32. Refund Obligation**

The Recipient must refund any excess payments received from EERE, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to EERE the difference between (1) the total payments received from EERE, and (2) the federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Costs Term.

**Term 33. Allowable Costs**

EERE determines the allowability of costs through reference to 2 CFR Part 200 as amended by 2 CFR Part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to EERE. Such records are subject to audit. Failure to provide EERE adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

**Term 34. Decontamination and/or Decommissioning (D&D) Costs**

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

**Term 35. Payment Procedures****A. Method of Payment**

The method of payment will be determined by the Contracting Officer upon completion of negotiations.

**B. Unauthorized Drawdown of Federal Funds**

For each budget period, the Recipient may not spend more than the federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund EERE any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs and shall comply with the procedure for remitting interest earned to the federal government per 2 CFR 200.305, as applicable.

**Term 36. Budget Changes****A. Budget Changes Generally**

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. EERE may deny reimbursement for any failure to comply with the requirements in this term.

**B. Transfers of Funds Among Direct Cost Categories**

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

**C. Transfer of Funds Between Direct and Indirect Cost Categories**

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient's actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for

reimbursement to DOE.

## **Subpart C. Miscellaneous Provisions**

### **Term 37. Environmental, Safety and Health Performance of Work at DOE Facilities**

With respect to the performance of any portion of the work under this Award which is performed at a DOE-owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its subrecipients and contractors.

### **Term 38. Corporate Felony Conviction and Federal Tax Liability Assurances**

This term applies to Recipients that are organized as corporations. A corporation includes any entity that has filed articles of incorporation in any of the 50 states, the District of Columbia, or the various territories of the United States, but not foreign corporations. It includes both for-profit and non-profit organizations.

By entering into this Award, the Recipient attests that its corporation has not been convicted of a felony criminal violation under federal law in the 24 months preceding the date of signature.

The Recipient further attests that its corporation does not have any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

### **Term 39. Insolvency, Bankruptcy or Receivership**

- A.** The Recipient shall immediately, but no later than five days, notify EERE of the occurrence of any of the following events: (1) the Recipient or the Recipient's parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (2) the Recipient's consent to the institution of an involuntary case under the Bankruptcy Act against the Recipient or the Recipient's parent; (3) the filing of any similar proceeding for or against the Recipient or the Recipient's parent, or the Recipient's consent to the dissolution, winding-up or readjustment of its debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the Recipient, under any other applicable state or federal law; or (4) the Recipient's insolvency due to its inability to pay debts generally as they become due.
- B.** Such notification shall be in writing and shall (1) specifically set out the details of the occurrence of an event referenced in paragraph A; (2) provide the facts surrounding that event; and (3) provide the impact such event will have on the project being funded by this Award.

- C. Upon the occurrence of any of the four events described in paragraph A. of this term, EERE reserves the right to conduct a review of the Recipient's Award to determine the Recipient's compliance with the required elements of the Award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the EERE review determines that there are significant deficiencies or concerns with the Recipient's performance under the Award, EERE reserves the right to impose additional requirements, as needed, including (1) change of payment method; or (2) institute payment controls.
- D. Failure of the Recipient to comply with this term may be considered a material noncompliance of this Award by the Contracting Officer.

## **Term 40. Reporting Subawards and Executive Compensation**

### **A. Reporting of first-tier subawards**

- i. *Applicability.* Unless the Recipient is exempt as provided in paragraph D. of this award term, the Recipient must report each action that equals or exceeds \$30,000 in federal funds for a subaward to an entity (see definitions in paragraph E. of this award term).
- ii. *Where and when to report.*
  - 1. The Recipient must report each obligating action described in paragraph A.i. of this award term to <https://www.fsrs.gov>.
  - 2. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, the obligation must be reported no later than December 31 of the same year.)
- iii. *What to report.* The Recipient must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

### **B. Reporting Total Compensation of Recipient Executives**

- i. *Applicability and what to report.* The Recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if:
  - 1. The total federal funding authorized to date under this Award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
  - 2. In the preceding fiscal year, the Recipient received;
    - a. 80 percent or more of the Recipient's annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - b. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards).

3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).
- ii. *Where and when to report.* The Recipient must report executive total compensation described in paragraph B.i. of this award term:
  1. As part of the Recipient's registration profile at <https://www.sam.gov>.
  2. By the end of the month following the month in which this award is made, and annually thereafter.

### C. Reporting of Total Compensation of Subrecipient Executives

- i. *Applicability and what to report.* Unless the Recipient is exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, the Recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
  1. In the subrecipient's preceding fiscal year, the subrecipient received:
    - a. 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - b. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards).
  2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).
- ii. *Where and when to report.* The Recipient must report subrecipient executive total compensation described in paragraph C.i. of this award term:
  1. To the recipient.
  2. By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

### D. Exemptions

If, in the previous tax year, the Recipient had gross income, from all sources, under

\$300,000, it is exempt from the requirements to report:

- i. Subawards; and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

#### **E. Definitions**

For purposes of this Award term:

- i. Entity means all of the following, as defined in 2 CFR Part 25:
  - 1. A Governmental organization, which is a State, local government, or Indian tribe.
  - 2. A foreign public entity.
  - 3. A domestic or foreign nonprofit organization.
  - 4. A domestic or foreign for-profit organization.
  - 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- ii. Executive means officers, managing partners, or any other employees in management positions.
- iii. Subaward:
  - 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award and that the recipient awards to an eligible subrecipient.
  - 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
  - 3. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.
- iv. Subrecipient means an entity that:
  - 1. Receives a subaward from the Recipient under this award; and
  - Is accountable to the Recipient for the use of the federal funds provided by the subaward.
- v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - 1. Salary and bonus.
  - 2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - 3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.



4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
5. Above-market earnings on deferred compensation which is not tax-qualified.
6. Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**Term 41. System for Award Management and Universal Identifier Requirements**

**A. Requirement for Registration in the System for Award Management (SAM)**

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

**B. Unique Entity Identifier (UEI)**

SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

**C. Definitions**

For purposes of this award term:

- i. System for Award Management (SAM) means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
- ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
  1. A Governmental organization, which is a State, local government, or Indian Tribe.
  2. A foreign public entity.
  3. A domestic or foreign nonprofit organization.
  4. A domestic or foreign for-profit organization.

5. A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
- iv. Subaward:
  1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
  2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
  3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.
- v. Subrecipient means an entity that:
  1. Receives a subaward from the Recipient under this Award; and
  2. Is accountable to the Recipient for the use of the federal funds provided by the subaward.

#### **Term 42. Nondisclosure and Confidentiality Agreements Assurances**

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
  - i. *"These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling."*
  - ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a federal department or agency governing the nondisclosure of classified information.
  - iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may

contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

**Term 43. National Security: Classifiable Results Originating Under an Award**

- A. This Award is intended for unclassified, publicly releasable research. The Recipient will not be granted access to classified information. EERE does not expect that the results of the research project will involve classified information. Under certain circumstances, however, a classification review of information originated under the award may be required. DOE may review research work generated under this Award at any time to determine if it requires classification.
- B. Executive Order 12958 (60 Fed. Reg. 19,825 (1995)) states that basic scientific research information not clearly related to the national security shall not be classified. Nevertheless, some information concerning (among other things) scientific, technological, or economic matters relating to national security or cryptology may require classification. If the Recipient originates information during the course of this Award that the Recipient believes requires classification, the Recipient must promptly:
  - i. Notify the DOE Technology Manager/Project Officer and the DOE Award Administrator.
  - ii. Submit the information by registered mail directly to the Director, Office of Classification and Information Control, SO-10.2; U.S. Department of Energy; P.O. Box A; Germantown, MD 20875-0963, for classification review.
  - iii. Restrict access to the information to the maximum extent possible until the Recipient is informed that the information is not classified, but no longer than 30 days after receipt by the Director, Office of Classification and Information Control.
- C. If the Recipient originates information concerning the production or utilization of special nuclear material (*i.e.*, plutonium, uranium enriched in the isotope 233 or 235, and any other material so determined under section 51 of the Atomic Energy Act) or nuclear energy, the Recipient must:
  - i. Notify the DOE Technology Manager/Project Officer and the DOE Award Administrator.
  - ii. Submit the information by registered mail directly to the Director, Office of Classification and Information Control, SO-10.2; U.S. Department of Energy; P. O. Box A; Germantown, MD 20875-0963 for classification review within 180 days of the date the Recipient first discovers or first has reason to believe that the information is useful in such production or utilization.
  - iii. Restrict access to the information to the maximum extent possible until the Recipient is informed that the information is not classified, but no longer

than 90 days after receipt by the Director, Office of Classification and Information Control.

- D. If EERE determines any of the information requires classification, the Recipient agrees that the Government may terminate the Award with consent of the Recipient in accordance with 2 CFR 200.339(a)(3). All material deemed to be classified must be forwarded to EERE, in a manner specified by EERE.
- If EERE does not respond within the specified time periods, the Recipient is under no further obligation to restrict access to the information.

#### **Term 44. Subrecipient and Vendor Approvals**

The Recipient must obtain written approval by the Contracting Officer for reimbursement of costs associated with subrecipients and vendors.

#### **Term 45. Subrecipient Change Notification**

Except for subrecipients specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR Part 200 as amended by 2 CFR Part 910, nor does it relieve the Recipient from its obligation to comply with applicable federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, at a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.<sup>1</sup>
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

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<sup>1</sup> It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

#### **Term 46. Conference Spending**

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

#### **Term 47. Recipient Integrity and Performance Matters**

##### **A. General Reporting Requirement**

If the total value of your currently active financial assistance awards, including grants and cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then you as the Recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

##### **B. Proceedings About Which You Must Report**

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the federal government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
  1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
  2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
4. Any other criminal, civil, or administrative proceeding if:
  - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
  - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
  - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

#### **C. Reporting Procedures**

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

#### **D. Reporting Frequency**

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contracts and financial assistance awards with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

#### **E. Definitions**

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or financial assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active financial assistance awards, including grants and cooperative agreements, and procurement contracts includes:
  1. Only the federal share of the funding under any federal award with a recipient cost share or match; and



2. The value of all expected funding increments under a federal award and options, even if not yet exercised.

#### **Term 48. Export Control**

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.”

The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

#### **Term 49. Current and Pending Support**

##### **A. Definitions**

For purposes of this term, the following definitions are applicable:

- i. **Current and pending support** – (a) All resources made available, or expected to be made available, to an individual in support of the individual’s RD&D efforts, regardless of (i) whether the source is foreign or domestic; (ii) whether the resource is made available through the entity applying for an award or directly to the individual; or (iii) whether the resource has monetary value; and (b) includes in-kind contributions requiring a commitment of time and directly supporting the individual’s RD&D efforts, such as the provision of office or laboratory space, equipment, supplies, employees, or students. This term has the same meaning as the term Other Support as applied to researchers in NSPM-33: For researchers, Other Support includes all resources made available to a researcher in support of and/or related to all of their professional RD&D efforts, including resources provided directly to the individual or through the organization, and regardless of whether or not they have monetary value (e.g., even if the support received is only in-kind, such as office/laboratory space, equipment, supplies, or employees). This includes resource and/or financial support from all foreign and domestic entities, including but not limited to, gifts provided with terms or conditions, financial support for laboratory personnel, and participation of student and visiting researchers supported by other sources of funding.
- ii. **Foreign Government-Sponsored Talent Recruitment Program** – An effort directly or indirectly organized, managed, or funded by a foreign government, or a foreign government instrumentality or entity, to recruit science and technology professionals or students (regardless of citizenship or national origin, or whether having a full-time or part-time position). Some foreign government-sponsored talent recruitment programs operate with the intent to import or otherwise acquire from abroad, sometimes through

illicit means, proprietary technology or software, unpublished data and methods, and intellectual property to further the military modernization goals and/or economic goals of a foreign government. Many, but not all, programs aim to incentivize the targeted individual to relocate physically to the foreign state for the above purpose. Some programs allow for or encourage continued employment at United States research facilities or receipt of federal research funds while concurrently working at and/or receiving compensation from a foreign institution, and some direct participants not to disclose their participation to United States entities. Compensation could take many forms including cash, research funding, complimentary foreign travel, honorific titles, career advancement opportunities, promised future compensation, or other types of remuneration or consideration, including in-kind compensation.

- iii. **Senior/key personnel** – an individual who contributes in a substantive, meaningful way to the scientific development or execution of a research, development, and demonstration (RD&D) project proposed to be carried out with DOE award.<sup>2</sup>

## B. Disclosure Requirements

Prior to award, the Recipient was required to provide current and pending support disclosure statements and a Curriculum Vitae (CV) or Biosketch for each principal investigator (PI) and senior/key personnel, at the recipient and subrecipient level, regardless of funding source. In accordance with the Federal Assistance Reporting Checklist, throughout the life of the award, the Recipient must submit current and pending support disclosure statements and a CV or Biosketch for any new PI and senior/key personnel at the recipient and subrecipient level, added to the project funded under this Award within thirty (30) calendar days of the individual joining the project. In addition, if there are any changes to current and pending support disclosure statements previously submitted to DOE, the Recipient must submit updated current and pending disclosure statements within thirty (30) calendar days of the change. The Recipient must ensure all PIs and senior/key personnel at the recipient and subrecipient level, are aware of the requirement to submit updated current and pending support disclosure statements to DOE.

Current and pending support is intended to allow the identification of potential duplication, overcommitment, potential conflicts of interest or commitment, and all other sources of support. All PIs and senior/key personnel at the recipient and subrecipient level must provide a list of all sponsored activities, awards, and appointments, whether paid or unpaid; provided as a gift with terms or conditions or provided as a gift without terms or conditions; full-time, part-time, or voluntary; faculty, visiting, adjunct, or honorary; cash or in-kind; foreign or domestic; governmental or private-sector; directly supporting the individual's research or indirectly supporting the

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<sup>2</sup> Typically, these individuals have doctoral or other professional degrees, although individuals at the masters or baccalaureate level may be considered senior/key personnel if their involvement meets this definition. Consultants, graduate students, and those with a postdoctoral role also may be considered senior/key personnel if they meet this definition.

individual by supporting students, research staff, space, equipment, or other research expenses. All involvement with foreign government-sponsored talent recruitment programs must be identified in current and pending support.

For every activity, list the following items:

- The sponsor of the activity or the source of funding.
- The award or other identifying number.
- The title of the award or activity. If the title of the award or activity is not descriptive, add a brief description of the research being performed that would identify any overlaps or synergies with the proposed research.
- The total cost or value of the award or activity, including direct and indirect costs and cost share. For pending proposals, provide the total amount of requested funding.
- The award period (start date – end date).
- The person-months of effort per year being dedicated to the award or activity.

To identify overlap, duplication of effort, or synergistic efforts, append a description of the other award or activity to the current and pending support.

Details of any obligations, contractual or otherwise, to any program, entity, or organization sponsored by a foreign government must be provided to DOE upon request to either the applicant institution or DOE. Supporting documents of any identified source of support must be provided to DOE on request, including certified translations of any document.

The information may be provided in the format approved by the National Science Foundation (NSF), which may be generated by the Science Experts Network Curriculum Vita (SciENCv), a cooperative venture maintained at <https://www.ncbi.nlm.nih.gov/sciencv/>, and is also available at <https://www.nsf.gov/bfa/dias/policy/nsfapprovedformats/cps.pdf>. The use of a format required by another agency is intended to reduce the administrative burden to researchers by promoting the use of common formats. Currently, the federal research agencies, including DOE, are working on a common disclosure form for current and pending support. At such time that the common disclosure form is published for use, the information may be provided in the common form.

Each PI and senior/key personnel must provide a separate disclosure statement listing the required information above regarding current and pending support. The individual must sign and date their respective disclosure statement and include the following certification statement:

I, [Full Name and Title], certify to the best of my knowledge and belief that the information contained in this Current and Pending Support Disclosure Statement is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or

otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3733 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

If the NSF format is used, the individual must still include a signature, date, and a certification statement using the language included in the paragraph above. If the online version is used in SciENcv, a signature, date, and a certification statement must be attached until the SciENcv website automatically attaches a certification statement.

### **Term 50. Interim Conflict of Interest Policy for Financial Assistance**

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all non-federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Project Director(s)/Principal investigator(s) on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

### **Term 51. Organizational Conflict of Interest**

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest

Policy for Financial Assistance at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the federal government.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

## **Term 52. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (federal funds and non-federal funds) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

## **Term 53. Participants and Other Collaborating Organizations**

Prior to award, the Recipient was required to provide the following information on participants and other collaborating organizations. If there are any changes to Participants and

Collaborating Organizations information previously submitted to DOE, the Recipient must submit updated information within 30 calendar days after the end of the quarterly reporting period in which the change occurred:

**A. What individuals have worked on the project**

List of (1) Project director(s)/Principal investigator(s) (PDs/PIs); and (2) each person who has worked or is expected to work at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort).

**i. Name and role the person played in the project**

The total number of months (including partial months) (Calendar, Academic, Summer) that the individual worked on this project and it what role, using the project roles identified below.

**ii. Project Roles**

PD/PI

Co PD/PI

Faculty

Community College Faculty

Technical School Faculty

K-12 Teacher

Postdoctoral (scholar, fellow or other postdoctoral position)

Other Professional

Technician

Staff Scientist (doctoral level)

Statistician

Graduate Student (research assistant)

Non-Student Research Assistant

Undergraduate Student

Technical School Student

High School Student

Consultant

Research Experience for Undergraduates (REU) Participant

Other (specify)

**iii. How the person contributed to the project**

**iv. The person's state, U.S. territory, and/or country of residence**

The location from which the person collaborated (internationally or U.S.-based). Whether this person collaborated internationally with an individual located in a foreign country and whether the person traveled to the foreign country as part of that collaboration, and, if so, where and what the duration of stay was.

If the participant was not U.S.-based, whether this person traveled to the U.S. or another country as part of a collaboration, and, if so, where and what the duration of stay was.



**B. Other organizations involved as partners**

Partner organizations – academic institutions, other nonprofits, industrial or commercial firms, state or local governments, schools or school systems, or other organizations (foreign or domestic) – that have been involved with the project.

**C. Other collaborators or contacts involved**

Significant collaborators or contacts within the recipient's organization that may not be covered by "What people have worked on the project?" Likewise, some significant collaborators or contacts outside the recipient's organization may not be covered under "What other organizations have been involved as partners?"

Identify the state(s), U.S. territory(ies), or country(ies) of collaborations or contacts.

**Term 54. Community Benefits Plan**

The Recipient must meet the stated objectives and milestones set forth in its Community Benefits Plan, which is incorporated into the Award as Attachment 5. A report on the Recipient's progress towards meeting the objectives and milestones set forth in the Community Benefits Plan must be included in the continuation application.

**Term 55. Human Subjects Research**

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, Protection of Human Research Subjects, 45 CFR Part 46, Protection of Human Subjects (subpart A which is referred to as the "Common Rule"), and 10 CFR Part 745, Protection of Human Subjects.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. Note: This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

- 1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
- 2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at <https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home>. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: [HUMAN SUBJECTS Human Subjects Pr... | U.S. DOE Office of Science \(SC\) \(osti.gov\)](#).

## **Term 56. Fraud, Waste and Abuse**

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

## **Term 57. Buy American Requirement for Infrastructure Projects**

### **A. Definitions**

**Components** are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

**Construction Materials** are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious

materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

**Domestic Content Procurement Preference Requirement** means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless:

- (A) all iron and steel used in the project are produced in the United States;
- (B) the manufactured products used in the project are produced in the United States; or
- (C) the construction materials used in the project are produced in the United States.

Also referred to as the **Buy America Requirement**.

**Infrastructure** includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy -including electric vehicle (EV) charging.

The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

**Manufactured Products** are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials’ aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

**Primarily of iron or steel** means greater than 50% iron or steel, measured by cost.

**Project** means the construction, alteration, maintenance, or repair of infrastructure in the United States.

**Public:** The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered “public” if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be “utilized primarily for a public purpose” if it is privately operated on behalf of the public or is a place of public accommodation.

**B. Buy America Requirement**

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. **All iron and steel used in the project is produced in the United States** means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. **All manufactured products used in the project are produced in the United States** means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. **All construction materials are manufactured in the United States** means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all subawards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

**C. Certification of Compliance**

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The

Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

#### **D. Waivers**

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest: Applying the Buy America Requirement would be inconsistent with the public interest;
2. Non-Availability: The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. Unreasonable Cost: The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry

outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and

- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).
- Targeted: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.
- Conditional: The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

## **Term 58. Prohibition related to Foreign Government-Sponsored Talent Recruitment Programs**

### **a. Prohibition**

Persons participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk* are prohibited from participating in this Award.

The Recipient must exercise ongoing due diligence to reasonably ensure that no individuals participating on the DOE-funded project are participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk*. Consequences for violations of this prohibition will be determined according to applicable law, regulations, and policy. Further, the Recipient must notify DOE within five (5) business days upon learning that an owner of the Recipient or subrecipient or individual on the project team is or is believed to be participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk*.



DOE may modify and add requirements related to this prohibition to the extent required by law.

**b. Definitions**

**1. Foreign Government-Sponsored Talent Recruitment Program.**

An effort directly or indirectly organized, managed, or funded by a foreign government, or a foreign government instrumentality or entity, to recruit science and technology professionals or students (regardless of citizenship or national origin, or whether having a full-time or part-time position). Some foreign government-sponsored talent recruitment programs operate with the intent to import or otherwise acquire from abroad, sometimes through illicit means, proprietary technology or software, unpublished data and methods, and intellectual property to further the military modernization goals and/or economic goals of a foreign government. Many, but not all, programs aim to incentivize the targeted individual to relocate physically to the foreign state for the above purpose. Some programs allow for or encourage continued employment at United States research facilities or receipt of federal research funds while concurrently working at and/or receiving compensation from a foreign institution, and some direct participants not to disclose their participation to U.S. entities. Compensation could take many forms including cash, research funding, complimentary foreign travel, honorific titles, career advancement opportunities, promised future compensation, or other types of remuneration or consideration, including in-kind compensation.

**2. Foreign Country of Risk.**

DOE has designated the following countries as foreign countries of risk: Iran, North Korea, Russia, and China. This list is subject to change.

**Term 59. Affirmative Action and Pay Transparency Requirements**

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- (1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- (2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- (3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors, and subcontractors must take. See

OFCCP's Technical Assistance Guide at:

<https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec>.

Additionally, for construction projects valued at \$35 million or more and lasting more than one year, recipients, subrecipients, contractors, and subcontractors may be selected by OFCCP to participate in the *Mega Construction Project Program*. DOE, under relevant legal authorities including Sections 205 and 303(a) of Executive Order 11246, will require participation as a condition of the award. This program offers extensive compliance assistance with EO 11246. For more information regarding this program, see <https://www.dol.gov/agencies/ofccp/construction/mega-program>.

### **Term 60. Potentially Duplicative Funding Notice**

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

### **Term 61. Transparency of Foreign Connections**

The Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient and subrecipients:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

### **Term 62. Foreign Collaboration Considerations**

- a. Consideration of new collaborations with foreign entities, organizations, and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations, or governments in connection with its DOE-funded award scope. The Recipient must await further

guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.

- b.** Existing collaborations with foreign entities, organizations, and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations, organizations, and governments in which has entered in connection with its DOE-funded award scope.
- c.** In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

**Community Benefits Plan – Job Quality and Equity**

Award Number: DE-EE0010948

Fort Collins Utilities Energy Services & City of Fort Collins Building Services  
Zero Carbon Performance Code Implementation**Project Overview**

This project will use City of Fort Collins, Colorado, for the development, adoption and implementation of a guide to serve as a model for other jurisdictions and a proposed zero-carbon code structured for inclusion as an appendix to a future version of the International Energy Conservation Code (IECC).

**Background**

This project may, on the surface, appear to be focused primarily on a regulatory framework to improve building performance. It's important to understand that the genesis of the effort comes from a long history of community-driven climate action and environmental justice efforts. This culminated recently in Fort Collins adoption of the Our Climate Future (OCF) plan in 2021. OCF is a framework for creating the carbon neutral, zero waste and 100% renewable electricity future we desire while improving our community equity and resilience. Our Climate Future articulates an unwavering commitment to mitigating and adapting to climate change with a comprehensive approach that puts people first. Our Climate Future embodies a systems-approach for solutions to address climate, energy and waste goals while positively impacting the daily lives of residents, business operations and supporting community-defined sustainability priorities to:

- Draw down greenhouse gas emissions, waste and energy use, while increasing renewable electricity, carbon sequestration and waste prevention;
- Co-create and share community leadership to develop partnerships for implementation;
- Adapt to a changing climate to improve community resilience;
- Plan for investment in a portfolio of strategies which provide net benefits;
- Ensure all parts of the community are included and see themselves in the solutions proposed; and
- Track the goals to measure success and progress toward achieving sustainability and resilience.

**People First**

OCF recognizes that when we redesign our efforts to put people, their communities, and community priorities at the center, with technical solutions serving and uplifting those priorities, climate action becomes a catalyst for addressing all kinds of challenges, from affordable housing, to a healthy economy, to convenient ways to get around. Our strategies are designed to meet our community's needs and our environmental goals at the same time, allowing us to have a greater impact overall. It also means we can continue our ambitious work toward mitigating climate change while also preparing us for the increasing effects of climate change. As we make this about each of us and what we care most about, we create space for more partners, leaders, and perspectives at the table and increase the effectiveness, innovation, and scale of what is possible in the next ten, twenty, and thirty years.

The City of Fort Collins has long recognized the importance of building energy codes (codes) as an effective strategy for improving the performance, health and safety of the built environment. The City adopted the first set of local amendments specific to energy, climate and health in 2010. These local amendments have continued such that Fort Collins requirements consistently are advanced beyond those of the national codes. In 2022, Fort Collins adopted the 2021 ICC codes with amendments that advance requirements for energy efficiency, building electrification and electric vehicle charging infrastructure.

This local amendment strategy has been paired with consistent training and education for plan reviewers, inspectors, builders, developers and trades with a focus on achieving the intended outcomes with high compliance rates. In addition, as a municipal utility, Fort Collins Utilities is able to track and report on the energy performance improvements associated with energy code adoption cycles with detailed data and building characteristics. The strategy to develop Zero Carbon Building Codes by 2030 was identified in the OCF plan when adopted in 2021. In the fall of 2022, it was highlighted to the Fort Collins City Council as an essential component of their Council Action Roadmap to achieve the necessary savings from the buildings sector to reach the community's emissions goals.

### **1. Community and Labor Engagement**

This project will use enhanced versions of Fort Collins use of best practices for community and industry engagement. Each code review cycle includes a code review committee which meets for four to six months in order to carefully review each new section of language in the body of ICC codes. This includes the IECC for energy. The committee is made up of stakeholders from a wide range of the local development, building, consumer and environmental representatives.

This committee makes recommendations to staff, who in turn develop the draft language for any local amendments to the newly published codes. The public engagement process also includes staff presentations to multiple advisory boards and commissions, such as the Building Review Board, Land Use Commission, Energy Board, Water Commission and Economic Advisory Board. These boards are made up of community members who advise City Council on upcoming policy initiatives. This project can also rely on a robust set of internal and external partnerships to ensure that the input received includes the direct lived experience of historically disadvantaged community members.

- *Our Climate Future, Big Move #1: Shared Leadership and Community Partnership*
  - Instead of continuing to treat climate action like a math problem that only requires technical solutions, this Big Move focuses on the changes needed to ensure our efforts are influenced by and support Black, Indigenous, and People of Color (BIPOC) and other economically disadvantaged and historically underserved community members, to ensure they all have equitable access to the same resources and opportunities as other parts of the community.
  - Additionally, this Big Move is the acknowledgment that the City is one of many actors working toward Our Climate Future's emissions, waste, and energy goals, and we can't and aren't doing it alone. You've learned construction is coming, what do you do?
- *Fort Collins Development Review and Building Services Departments*

- Development and building projects in Fort Collins are supported by dedicated staff and resources for successfully navigating the City's requirements and processes.
- **Fort Collins Economic Health Office**
  - The Economic Health Office (EHO, part of the Sustainability Services Department) offers a wide range of services in support of local labor and business development and resilience. Examples include:
    - A Construction Toolkit created as a helpful resource for our community-based business owners during public or private construction projects. The Toolkit offers fresh ideas from other businesses who managed successfully through construction projects.
    - EHO has a wide range of partners directly relevant to this project. The team will be able to collaborate with these partners with the support of EHO.
      - Downtown Development Authority
      - Fort Collins Area Chamber of Commerce
      - Larimer County Economic Development & Workforce Center
      - Larimer Small Business Development Center
      - NoCo REDI (Regional Economic Development Initiative)

## 2. Investing in the American Workforce

Fort Collins has developed several community and statewide partnerships that provide for regular interactions with the local and regional building industry. These include Colorado State University's (CSU) Institute for the Built Environment, CSU School of Construction Management, Northern Colorado Home Builders Association, Southwest Energy Efficiency Project, and the Colorado Energy Office. Each of these partnerships have enabled collaborative training offerings that allow us to reach a more diverse audience and one that spans across the industry. Recognizing that successful performance outcomes are dependent on a skilled and knowledgeable workforce, and one that has a voice in the process we aim to further bolster and emphasize an integrated process and integrated design as a beneficial approach to achieving success. Through one of the previously mentioned partnership trainings it was presented that *"Innovation happens when new ideas from outside our field of expertise come in and disrupt our standard way of thinking. We need connections to diverse team members in order for this to happen"*. It's this ideal that will be central to decisions made during the development of the goals within the proposal and establishing a collective voice in a changing approach to building.

Fort Collins Buildings Services and Utilities also provide ongoing on-call support throughout the design, submittal, construction and inspection processes. This hands-on approach provides on-site education that reaches the employees who are performing the work leading to changes in practices in the field. Combined with the more formal education, training and published guides, this model results in documented higher levels of compliance with code.

## 3. Diversity, Equity, Inclusion and Accessibility (DEIA)

Fort Collins Office of Equity & Inclusion was created in August of 2021. The Equity Office is carefully weaving together the community context to best understand the equity landscape and plan for the work ahead of us. This is highly collaborative, multi-faceted work that depends on strong partnerships and open, ongoing community dialogue. We invite all voices.



The Office of Equity & Inclusion proudly operates with a people-centered, community-focused approach. Our goal is to listen and integrate diverse community voices, opinions, and beliefs on equity issues affecting our community. It is our determination to dismantle racial disparities and increase equitable access so that persons of all identities, including race, ethnicity, gender, age, class, sexual orientation, and physical and mental abilities can fully participate in City services and experience equitable community outcomes. This project is able to access the relationships and knowledge of the Equity Office in development and deployment of the community engagement plans. Ensuring we have inclusion of on-the-ground workers who are familiar with the building process will help to advise the practical aspects of construction that often are the difference between intent and actual performance.

While this project is not directly hiring staff for design and construction, the education and training will also incorporate the best practices and principles for advancing DEIA in the building industry.

We designed Our Climate Future with the goal of equitable solutions that address a spectrum of needs within our community. Leading with race means we recognize that the most disparate outcomes in our country follow racial lines, and Fort Collins is no exception. An emphasis on racial disparities is a starting place for inclusion as we expand to bring in all marginalized populations and all parts of our community. This approach is intentional about addressing barriers and designing solutions that work for those most impacted, while also ensuring all community members can benefit, participate, and influence outcomes.

#### **4. Justice40 Initiative**

Fort Collins is the ideal location for this project scope with a long history of climate action planning and initiatives that demonstrate long-standing support from the community and City Councils. This commitment includes deep understanding of the current impacts of historical bias that manifests in disadvantaged communities. These disadvantaged communities may be geographically identified but that is not the only measure or metric. Fort Collins is a medium sized city of approximately 180,000 residents in the Northern Colorado Front Range. It is anticipated that Fort Collins will continue to grow to approximately 250,000 people by 2040, with associated building and housing needs.

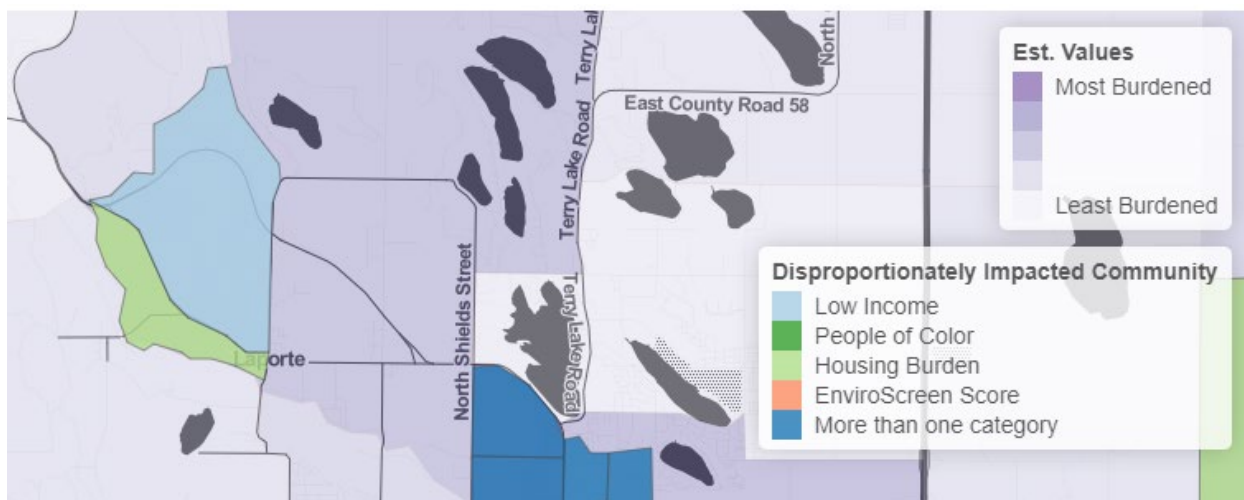
Leveraging the Climate and Economic Justice Screening Tool, Fort Collins has one census tract that is identified as disadvantaged. Known locally simply as “North College” this area has characteristics of lower income, high utility bill burden and higher risks for climate losses due to natural disasters. Colorado’s EnviroScreen (Environmental Justice Mapping Tool) has a more detailed view of Fort Collins with characteristics including income, people of color and housing burden in addition to environmental risks. Figure 1 below shows a snapshot from this tool covering Fort Collins.

This project will impact ALL new construction in Fort Collins after adoption of the 2024 code. This is true of affordable and market rate housing, both single family and multifamily. With

housing availability, affordability (combined as attainability) acknowledged as one of the highest priorities for Fort Collins, reducing the utility burden and increasing resilience through codes will benefit all residents. To the extent that affordable housing is emphasized in land use, the benefit for disadvantaged communities is enhanced.

Fort Collins Housing Strategic Plan was adopted in 2021 with a vision that “Everyone has healthy, stable housing they can afford”. The Plan includes four components:

- **Everyone:** Challenges Fort Collins to assess who does and does not have healthy, stable, or affordable housing today and design strategies to ensure a person’s identity or identities is not a predictor of whether they, or our community, achieve this vision.
- **Healthy Housing:** Addresses physical and mental well-being inside and outside of the home.
- **Stable Housing:** Recognizes housing is the most important platform for pursuing all other life goals (known as “Housing First”), and that a secure place to live is a fundamental requirement for quality of life and well-being.
- **Afford(able) Housing:** Ensures an adequate supply so community members do not spend more than 30% of their incomes on housing.



**Figure 1: Colorado EnviroScreen Excerpt for Fort Collins**

### Community Benefits Milestones

- Performance period 1: Form a 20 member stakeholder group and validate a minimum DEIA representation of two members that have a vested interest in building code, new construction and affordability. Document DEIA representation and engagement with Fort Collins code development, review and code adoption through City Council processes.
- Performance period 2: Present draft rapid review process of submittals and construction practices to the stakeholder group. Documented feedback will inform the final plan.
- Performance period 3: Document DEIA representation and engagement with Fort Collins code development, review and code adoption through City Council processes. Document performance of homes built under the revised codes and benefits for disadvantaged community members.

December 5, 2023

## AGENDA ITEM SUMMARY

City Council



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### STAFF

Teresa Roche, Human Resources Executive  
Aaron Guin, Senior Assistant City Attorney

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### SUBJECT

**First Reading of Ordinance No. 173, 2023, Amending Section 2-606 of the Code of the City of Fort Collins and Setting the Salary of the Chief Judge.**

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### EXECUTIVE SUMMARY

**This item has been amended to include the proposed 2024 salary amount.**

The purpose of this item is to amend City Code to establish the 2024 compensation of the Chief Judge. Council met in executive session on November 28, 2023, to conduct the performance review of Jill Hueser, Chief Judge and to consider the salary market analysis for this position.

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### STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

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### BACKGROUND / DISCUSSION

Council is committed to compensating employees in a manner which is market-based, competitive, and tied to performance. The goal as an employer is to attract, retain, engage, develop, and reward a diverse and competitive workforce to meet the needs of the community now and in the future. To accomplish this goal, Council and the Chief Judge meet twice a year to discuss performance and set goals for the coming year.

The 2023 salary of the Chief Judge is \$185,000.

Based on the market analysis for this position and guided by the City's compensation principles and Council's discussion during recent performance review, staff has recommended the 2024 salary for this position.

Resolution 2019-099 establishes the process for evaluating the performance of the City Manager, City Attorney, and Chief Judge. It states that any change in compensation for these employees will be adopted by Council by Ordinance. This Ordinance will amend City Code to establish the 2024 compensation for the Chief Judge.

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### CITY FINANCIAL IMPACTS

The City financial impact will be the new base salary for the Chief Judge as approved by Council.

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

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None.

## **PUBLIC OUTREACH**

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None.

## **ATTACHMENTS**

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1. Ordinance for Consideration
2. Benchmark Cities (National and Regional) Market Information

ORDINANCE NO. 173, 2023  
OF THE COUNCIL OF THE CITY OF FORT COLLINS AMENDING  
SECTION 2-606 OF THE CODE OF THE CITY OF FORT COLLINS  
AND SETTING THE SALARY OF THE CHIEF JUDGE

WHEREAS, pursuant to Article VII, Section 1 of the City Charter, the City Council is responsible for fixing the compensation of the Chief Judge; and

WHEREAS, the City is committed to compensating its employees in a manner which is fair, competitive and understandable; and

WHEREAS, the City's pay philosophy is based on total compensation, which includes not only base salary but also deferred compensation payments, vacation and holiday leave, and amounts paid by the City for medical, dental, life and long-term disability insurance; and

WHEREAS, members of the City Council, with the assistance of City staff, and the Chief Judge have discussed terms and conditions of the presumed Chief Judge's employment, including the base salary to be paid to the Chief Judge; and

WHEREAS, the City Council supports a compensation philosophy of paying employees a competitive salary and is setting the salary of the Chief Judge based on established market data; and

WHEREAS, the City Council met with the Chief Judge to conduct a review and establish goals for her performance; and

WHEREAS, the City Council believes the annual base salary of the Chief Judge for 2024 should be established at the amount of \$200,130 effective January 8, 2024.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That Section 2-606 of the Code of the City of Fort Collins is hereby amended to read as follows:

**Sec. 2-606. - Salary of the Chief Judge.**

The base salary to be paid to the Chief Judge shall be ~~one hundred eighty five thousand dollars (\$185,000)~~ two hundred thousand one hundred thirty dollars (\$200,130) per annum, payable in biweekly installments, which sum shall be charged to general government expense.

Section 3. That the effective date of the salary adjustment shall be January 8, 2024.

Introduced, considered favorably on first reading and ordered published this 5th day of December, 2023, and to be presented for final passage on the 19th day of December, 2023.

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Mayor

ATTEST:

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City Clerk

Passed and adopted on final reading this 19th day of December, 2023.

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Mayor

ATTEST:

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City Clerk



**City Judge**  
**Benchmark Cities Market Information**  
**November 2023**

Regional Base Salary Percentiles					
	10th	25th	50th	75th	90th
2023	\$184,838	\$192,879	\$196,914	\$200,130	\$205,839
2022	\$173,240	\$176,359	\$180,100	\$185,630	\$191,078

**Chief Judge**  
**Benchmark Cities (Regional) Market Information**  
**November 2023**

Local Entity	Specific Plan	Plan Type	Employer %	Employee %	Social Security	Defined Benefit Available	Retiree Healthcare	Eligibility	Match	Total Contributions <sup>1</sup>	Vesting Schedule (Years)	Salary	Year of Last Increase	Annual/Retention Bonus	Length of Service
Fort Collins, CO	Exec. Plan	401a	10%	0%	Yes	No	No	Immediate	3%	28.4%	Immediate	\$185,000	2023	No	3 years
Arvada, CO	Exec. Match	401a	11%	8%	No	No	Yes	Immediate	Exec ~ \$25,000	19% + Healthcare + \$25,000	Immediate	\$201,400	2023	No	2 years
Aurora, CO	Exec. Plan	401a	10%	10%	Yes	No	\$244/mo	Immediate	~\$15,000	32.4% + \$244/mo + \$15,000	3	\$193,132	2023	No	4 years
Boulder, CO <sup>3</sup>	Exec. Plan <sup>2</sup>	401a	14%	8%	No	No	No	Immediate	No	22%	5	\$192,626			
Broomfield, CO	No	401a	6%	6%	Yes	No/Frozen	Yes	Immediate	No	24.4% + Healthcare	5	\$196,914	2022	No	1 year
Denver, CO	No	DB	18%	8.45%	Yes	DERP	No	Immediate	No	38.85%	5	\$195,465	2022	No	1 year
Greeley, CO	No	401k	6%	4%	Yes	No	No	Immediate	2%	26.4%	5	\$184,838	2023	No	2 years
Lakewood, CO	No	401a	13%	11%	No	No	Yes	Immediate	No	24% + Healthcare	5	\$198,859	2023	No	1 year
Longmont, CO	No	401a	5%	6%	No	Yes	Yes	Immediate	No	11% + Healthcare	3	\$205,839	2023	No	7 years
Loveland, CO	No	401a	9%	3%	Yes	No	No	6 months	No	24.4%	3	\$174,012	2023	No	8 years
Thornton, CO	Exec. Plan	401a	7.6%	6.0%	Yes	No	Yes	Immediate	1%	28% + Healthcare	5	\$206,051	2023	No	1 year
Westminster, CO	No	401a	11.25%	11%	No	No	part or 401h	Immediate	No	22.25%	5	\$198,120	2023	No	2 years

<sup>1</sup> Total Contributions into Retirement assumes the Employer and Employee contribution, plus the match (assuming they take advantage of it), plus Social Security (if included) and Retiree Healthcare.

<sup>2</sup> Can choose between/either the Statewide Defined Benefit Plan or the Executive 401a Plan.

<sup>3</sup> Boulder salary reflects the compensation for an Interim employee, and they are currently in recruitment.

Blank cells indicate data points not provided through any of our data collection sources.

December 5, 2023



## AGENDA ITEM SUMMARY

City Council

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### STAFF

Teresa Roche, Human Resources Executive  
Aaron Guin, Senior Assistant City Attorney

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### SUBJECT

**First Reading of Ordinance No. 174, 2023, Amending Section 2-581 of the Code of the City of Fort Collins and Setting the Salary of the City Attorney.**

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### EXECUTIVE SUMMARY

**This item has been amended to include the proposed 2024 salary amount.**

The purpose of this item is to amend City Code to establish the 2024 compensation of the City Attorney. Council met in executive session on November 28, 2023, to conduct the performance review of Carrie Daggett, City Attorney and to consider the salary market analysis for this position.

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### STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

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### BACKGROUND / DISCUSSION

Council is committed to compensating employees in a manner which is market-based, competitive, and tied to performance. The goal as an employer is to attract, retain, engage, develop, and reward a diverse and competitive workforce to meet the needs of the community now and in the future. To accomplish this goal, Council and the City Attorney meet twice a year to discuss performance and set goals for the coming year.

The 2023 salary of the City Attorney is \$222,244.

Based on the market analysis for this position and guided by the City's compensation principles and Council's discussion during recent performance review, staff has recommended the 2024 salary for this position.

Resolution 2019-099 establishes the process for evaluating the performance of the City Manager, City Attorney, and Chief Judge. It states that any change in compensation for these employees will be adopted by Council by Ordinance. This Ordinance will amend City Code to establish the 2024 compensation for the City Attorney.

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### CITY FINANCIAL IMPACTS

The City financial impact will be the new base salary of the City Attorney as approved by Council.

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

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None.

## **PUBLIC OUTREACH**

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None.

## **ATTACHMENTS**

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1. Ordinance for Consideration
2. Benchmark Cities (National and Regional) Market Information

ORDINANCE NO. 174, 2023  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AMENDING SECTION 2-581 OF THE CODE OF THE CITY OF  
FORT COLLINS AND SETTING THE SALARY OF THE CITY ATTORNEY

WHEREAS, pursuant to Article VI, Section 1 of the City Charter, the City Council is responsible for fixing the compensation of the City Attorney; and

WHEREAS, the City is committed to compensating its employees in a manner that is fair, competitive and understandable; and

WHEREAS, the City Council supports a compensation philosophy of paying employees a competitive salary based on established market data and performance, and may adjust the salary of the City Attorney to bring that salary more in line with the approved market data; and

WHEREAS, the City Council met with the City Attorney to conduct a review and establish goals for her performance; and

WHEREAS, the City Council believes the base salary of the City Attorney for 2024 should be established at the amount of \$240,702 effective January 8, 2024.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That Section 2-581 of the Code of the City of Fort Collins is hereby amended to read as follows:

**Sec. 2-581. Salary of the City Attorney.**

The base salary to be paid the City Attorney shall be ~~two hundred twenty-two thousand two hundred forty-four dollars (\$222,244)~~ two hundred forty thousand seven hundred two (\$240,702) per annum, payable in biweekly installments. Sixty (60) percent of such sum shall be charged to general government expense, twenty (20) percent to the City water utility and twenty (20) percent to the City electric utility.

Section 3. That the effective date of the salary adjustment shall be January 8, 2024.

Introduced, considered favorably on first reading and ordered published this 5th day of December, 2023, and to be presented for final passage on the 19th day of December, 2023.

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Mayor

ATTEST:

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City Clerk

Passed and adopted on final reading this 19th day of December, 2023.

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Mayor

ATTEST:

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City Clerk



**City Attorney**  
**Benchmark Cities Market Information**  
**November 2023**

National Base Salary Percentiles					
	10th	25th	50th	75th	90th
2023	\$207,500	\$221,459	\$248,924	\$268,495	\$321,697
2022	\$213,553	\$223,225	\$238,815	\$284,119	\$319,371

Regional Base Salary Percentiles					
	10th	25th	50th	75th	90th
2023	\$216,940	\$222,244	\$240,702	\$245,664	\$253,811
2022	\$195,331	\$213,844	\$222,244	\$239,098	\$241,699

**City Attorney**  
**Benchmark Cities (National) Market Information**  
**November 2022**

Peer City	Specific Plan	Plan Type	Employer %	Employee %	Social Security	Defined Benefit Available	Retiree Healthcare	Eligibility	Match	Total Contributions <sup>1</sup>	Vesting Schedule (Years)	Salary	Year of Last Increase	Annual/Retention Bonus	Length of Service
<b>Fort Collins, CO</b>	<b>Exec. Plan</b>	<b>401a</b>	<b>10%</b>	<b>0%</b>	<b>Yes</b>	<b>No</b>	<b>No</b>	<b>Immediate</b>	<b>4.5%</b>	<b>31.4%</b>	<b>Immediate</b>	<b>\$222,244</b>	<b>2023</b>	<b>No</b>	<b>8 years</b>
Anaheim, CA	Exec. Plan	401a	5%	5%	No	Yes	Yes	Immediate	No	10% + Healthcare	Immediate	\$297,789	2023		
Ann Arbor, MI	Yes	DB	15%	7.5%	No	Yes	Yes	Immediate	No	22.5% + Healthcare	5	\$210,000	2022		
Asheville, NC		State DB	12.1%	6%	Yes	Yes	No	Immediate	No	30.5%	5	\$214,288	2023	No	4 years
Boulder, CO	Exec. Plan <sup>2</sup>	401a	14%	8%	No	No	No	Immediate	No	22%	5	\$245,664	2023	\$3,000	2 years
Durham, NC		State DB	12.1%	6%	Yes	Yes	No	Immediate	No	30.5%	5	\$219,102	2023	No	4 years
Greensboro, NC		State DB	12.1%	6%	Yes	Yes	No	Immediate	No	30.5%	5	\$270,400			4 years
Hayward, CA	Exec. Plan	401a	6%	0%	No	Yes	No	Immediate	No	6%	Immediate	\$248,333			
Irving, TX	Exec. Plan	State DB	11%	6%	Yes	Yes	No	Immediate	DROP	29.4%	Immediate	\$256,797			
Mesa, AZ	Exec. Plan	DB	11%	11%	Yes	Yes	Yes-20 years	Immediate	\$9,000	34.4+% + Healthcare + \$9,000	Immediate	\$249,080	2023		
Oklahoma City, OK	Exec. Plan	401a	8%	8%	No	Yes	Yes	Immediate	No	16% + Healthcare	Immediate	\$231,998	2023	No	17 years
Palo Alto, CA	Yes	401a	25% of Max	0%	No	Yes	Yes	Immediate	No	25% of Max + Healthcare	5	\$335,750	2022	No	12 years
Plano, TX	Exec. Plan	401a	5%	0%	No	Yes	Yes	Immediate	DROP	5% + Healthcare	Immediate	\$267,860	2023	ATB 4.5%	9 years
Saramento, CA	Exec. Plan	401a	10%	0%	No	Yes	Yes	Immediate	No	10% + Healthcare	Immediate	\$351,048	2023	No	5 years
Santa Monica, CA	Exec. Plan	401a	5%	6%	No	Yes	No	Immediate	No	11%	Immediate	\$320,136			1 year
Savannah, GA												\$254,252	2023	No	2 years
Tallahassee, FL	Exec. Plan	401k	5%	Elective	No	Yes	No	Immediate	Deferred Match	5%	Immediate	\$248,768	2023	No	5 years
Wilmington, NC		State DB	12.1%	6%	No	Yes	No	Immediate	No	18.1%	5	\$185,000	2023	No	<1 year

<sup>1</sup> Total Contributions into Retirement assumes the Employer and Employee contribution, plus the match (assuming they take advantage of it), plus Social Security (if included) and Retiree Healthcare.

<sup>2</sup> Can choose between/either the Statewide Defined Benefit Plan or the Executive 401a Plan.

Blank cells indicate data points not provided through any of our data collection sources.

**City Attorney**  
**Benchmark Cities (Regional) Market Information**  
**November 2023**

Local Entity	Specific Plan	Plan Type	Employer %	Employee %	Social Security	Defined Benefit Available	Retiree Healthcare	Eligibility	Match	Total Contributions <sup>1</sup>	Vesting Schedule (Years)	Salary	Year of Last Increase	Annual/Retention Bonus	Length of Service
Fort Collins, CO	Exec. Plan	401a	10%	0%	Yes	No	No	Immediate	4.5%	31.4%	Immediate	\$222,244	2023	No	8 years
Arvada, CO	Exec. Match	401a	11%	8%	No	No	Yes	Immediate	Exec ~ \$25,000	19% + Healthcare + \$25,000	Immediate	\$224,720	2023	No	4 years
Aurora, CO	Exec. Plan	401a	10%	10%	Yes	No	\$244/mo	Immediate	~\$15,000	32.4% + \$244/mo. Healthcare + \$25,000	3	\$220,458	2023	No	2 years
Boulder, CO	Exec. Plan <sup>2</sup>	401a	14%	8%	No	No	No	Immediate	No	22%	5	\$245,664	2023	\$3,000	2 years
Broomfield, CO	No	401a	6%	6%	Yes	No/Frozen	Yes	Immediate	No	24.4% + Healthcare	5	\$242,736	2023	No	3 years
Denver, CO	No	DB	18%	8.45%	Yes	DERP	No	Immediate	No	38.85%	5	\$216,061	2022	No	<1 year
Greeley, CO	No	401k	6%	4%	Yes	No	No	Immediate	2%	26.4%	5	\$246,280	2023	No	11 years
Lakewood, CO	No	401a	13%	11%	No	No	Yes	Immediate	No	24% + Healthcare	5	\$240,739	2023	No	2.5 years
Larimer County	No	401a	8%	8%	Yes	No	Yes	Immediate	No	28.4% + Healthcare	5	\$223,812	2023	No	3 years
Longmont, CO <sup>3</sup>	No	401a	5%	6%	No	Yes	Yes	Immediate	No	11% + Healthcare	3	\$259,463	2023	\$15,414	14 years
Loveland, CO	No	401a	9%	3%	Yes	No	No	6 months	No	24.4%	3	\$215,001	2023	No	2 years
Thornton, CO	Exec. Plan	401a	7.6%	7.6%	Yes	No	Yes	Immediate	1%	29.6% + Healthcare	5	\$240,702	2023	No	2 years
Westminster, CO	No	401a	11.3%	11%	No	No	part or 401h	Immediate	No	22.3%	5	\$255,694	2023	No	8 years

<sup>1</sup> Total Contributions into Retirement assumes the Employer and Employee contribution, plus the match (assuming they take advantage of it), plus Social Security (if included) and Retiree Healthcare.

<sup>2</sup> Can choose between/either the Statewide Defined Benefit Plan or the Executive 401a Plan.

<sup>3</sup> Longmont Retention Bonus

Blank cells indicate data points not provided through any of our data collection sources.

## AGENDA ITEM SUMMARY

City Council



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### STAFF

SeonAh Kendall, Economic Health Director  
Jillian Fresa, Economic Health Manager  
Shannon Hein, Economic Health Manager  
Ryan Malarky, Assistant City Attorney

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### SUBJECT

**Resolution 2023-111 Adopting an Update to the Economic Health Strategic Plan for the City of Fort Collins.**

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### EXECUTIVE SUMMARY

The purpose of this item is to consider adoption of the 2023 Economic Health Strategic Plan (EHSP) which includes the Circular Economy Work Plan. The EHSP does not take a one-size-fits-all approach to economic health but a people-centered, integrated economic, social, and environmental approach so Fort Collins is a healthy, equitable, and resilient community where people and businesses can thrive.

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### STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

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### BACKGROUND / DISCUSSION

Staff have been working towards an update to the 2015 Fort Collins Economic Health Strategic Plan. Fort Collins has not been immune to impacts from climate change, COVID-19, political divide, racial injustice, increased housing costs, and stagnant wages. Fort Collins has experienced steady population growth and is projected to grow to 237,000 residents by 2040 and a total of 250,000 residents at full growth management area land use "buildout" as stated by the City Plan Trends and Forces Report, 2018.

There is no one-size-fits-all approach to economic health, and as we look to the future, Fort Collins' economic health strategy must be a pragmatic, people-centered approach grounded in economic competitiveness, racial equity, and climate action. **We will NOT achieve racial and social equity or climate action goals without economic inclusion and growth. AND that growth will be neither as robust nor as durable without understanding the impacts of affordable housing, childcare, air quality, and climate emergency on our community.** Strategic, intentional management of projected growth that is **economically prosperous, socially equitable, and environmentally sustainable** can be achieved. Why the words "strategic, intentional management of projected growth"? As mentioned above, Fort Collins has experienced steady population and job growth, while businesses and household income growth have lagged. A vibrant economy is the result of deliberate choices and actions that aims to stabilize and strengthen the economic well-being (through quality jobs, safe and stable housing, support of startups to legacy-owned businesses, etc.) and quality of life for our community.

## The updated Economic Health Strategic Plan (the Plan) aims to:

1. Redesign economic health to positively address environmental, social, and economic resilience within Fort Collins.
2. Evaluate and develop a “both/and” approach to supporting Main Street businesses (locally owned that provides goods and services in Fort Collins) and Primary Employers (businesses that generate over half their revenue from outside the City and bring new dollars into the community).
3. Assist in the development, access, and resilience of specific programs to support, historically underserved businesses in the community (minority, women, low - income, and veteran - owned).
4. Redefine the City’s role in supporting workforce development that supports diverse, quality job opportunities for the community.
5. Reaffirm the City’s commitment to equity and inclusion leading with race and applying it to economic resilience to meet our community members where they are at and ensure a strong post pandemic recovery.
6. Champion the role of innovation in designing and scaling solutions to address local and global challenges and opportunities in climate and life sciences.

### Vision Statement:

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

### Guiding Principles:

The guiding principles play a vital role throughout the plan, ensuring alignment with values and vision, aiding decision making, and maintaining consistency and accountability. Each of the outcome areas in the plan is directly linked to one of the guiding principles, establishing them as the plan’s foundation. This approach ensures that all actions and direction taken are purposeful, consistent, and in line with long-term success.

- **Sustainability** - Enhance the social, economic and environmental resiliency of our community, and the City organization, for present and future generations. Where opportunities for all to participate in the success of our economy, to act to address the needs of our most vulnerable community members, to prepare for disruptive events and to mitigate our impacts on the environment.<sup>1</sup> Where everyone can afford to live and work in Fort Collins, ensuring good quality jobs, education for the future, and housing affordability.
- **Community Belonging** - Create a sense of belonging and inclusion, integrating principles of diversity, equity, inclusion, and access (DEIA) to support the retention of diverse talent, as well as small businesses that make our community uniquely Fort Collins. We strive to provide equitable access to opportunities, services and resources, and to create an inclusive environment for all members of our community.<sup>1</sup>
- **Adaptation** - Ability to learn, prepare for uncertainties, act responsively and move forward with resilience toward recovery and renewal.

### ENGAGEMENT

In 2023, the Economic Health Office and its consultant, Hickey Global, conducted one-on-one interviews, small group discussions, launched an online questionnaire on [ourcity.fcgov.com](https://ourcity.fcgov.com), and engaged community members at large public events to engage over 375. In addition, heavy outreach and engagement in the

<sup>1</sup> Fort Collins City Plan, 2019

2021 Reignite Northern Colorado Economic Strategic Plan and the 2022 City of Fort Collins Resilient Recovery Plan were leveraged to inform the Plan.

## FOCUS AREAS:

The EHSP focus areas are prioritized to ensure a healthy, equitable, and resilient Fort Collins economy:

- **Approach Business Retention, Expansion and Attraction Thoughtfully**, helping targeted Primary Employers stay and grow in Fort Collins while ensuring community-wide economic stability and employment opportunities;
- **Ensure Small Businesses Thrive**, supporting our vital “Main Street” businesses contribute to both the character and economic resilience of Fort Collins;
- **Support Talent and Workforce**, ensuring all businesses have access to good talent and people, while community members have access to good jobs and employers; and
- **Re-position Innovation**, fostering the life science and climate tech cluster ecosystems while championing sustainable businesses and a local circular economy.

The Economic Health Strategic Plan is broad and cross-cutting in its approach purposefully, as there will continue to be tensions and tradeoffs as our local economy is impacted by outside influences. The 2023 Plan focuses on the long-term strategy development to give community agency over our economic future. The four focus areas within the plan were selected because a healthy, resilient local economy cannot be achieved in a silo – the intersection of people, planet and prosperity are at the center to enhance community resilience and allow flexibility to address changing conditions.

## CITY FINANCIAL IMPACTS

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None at this time. Any future decisions would be considered individually by Council.

## BOARD / COMMISSION / COMMITTEE RECOMMENDATION

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Presentation to Natural Resource Advisory Board on October 18, 2023 and Economic Advisory Board on September 20, 2023.

## PUBLIC OUTREACH

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Over 375 community members were engaged in the 2023 Economic Health Strategic Plan through:

- Multiple one-on-one interviews and conversations
- Small group discussions (in person and online)
- Online questionnaire on OurCity engagement
- Community events such as the CSU Lagoon Concert Series and Bike-to-Work Day
- Presentations to the Economic Advisory Board, Natural Resource Advisory Board, Fort Collins Area Chamber of Commerce Local Legislative Affairs Committee
- Multiple internal departments in the City of Fort Collins organization



## ATTACHMENTS

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1. Resolution for Consideration
2. Exhibit A to Resolution
3. Economic Health Strategic Plan – Redlined
4. Circular Economy Work Plan
5. Engagement Report
6. Economic Health Presentation

RESOLUTION 2023-111  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
ADOPTING AN UPDATE TO THE ECONOMIC HEALTH STRATEGIC PLAN  
FOR THE CITY OF FORT COLLINS

WHEREAS, on September 5, 2006, the City Council adopted Resolution 2006-097, adopting the City's Economic Action Plan; and

WHEREAS, on February 15, 2011, the City Council adopted Resolution 2011-015, adopting revisions to "City Plan," the City's comprehensive plan, including a series of Principles and Policies related to economic health; and

WHEREAS, on November 15, 2011, the City Council adopted Ordinance No. 149, 2011, amending Chapter 2 of the City Code adding a new Section 2-506 to establish Sustainability Services as a new City service area; and

WHEREAS, on June 26, 2012, the City Council adopted Resolution 2012-044, adopting the City's Economic Health Strategic Plan (the "2012 EHS Plan"); and

WHEREAS, in 2012, the Economic Health Office became a part of Sustainability Services; and

WHEREAS, on March 25, 2014, the City Council considered and discussed the City of Fort Collins 2015-16 Strategic Plan and provided input to staff regarding the content of the plan; and

WHEREAS, in July 2014, City staff began working on an update to the 2012 EHS Plan as an extension of the City's previous economic health planning efforts and in order to integrate as part of the City's economic health planning efforts the concepts and priorities established in the City of Fort Collins 2015-16 Strategic Plan and align the priorities of economic health planning efforts with the priorities of Sustainability Services; and

WHEREAS, the City's Economic Advisory Commission provided input to staff in connection with the planning process, and at its meeting on February 18, 2015 and again on May 20, 2015, voted to recommend adoption of the update to the Economic Health Strategic Plan; and

WHEREAS, on June 2, 2015, the City Council adopted Resolution 2015-059, adopting the City's updated 2015 Economic Health Strategic Plan (the "2015 EHS Plan"); and

WHEREAS, City staff has been working on an update to the 2015 EHS Plan to address the changed economic circumstances of the community of Fort Collins with the goal of fostering a healthy, equitable, and resilient community where people and businesses can thrive; and

WHEREAS, after extensive public outreach, City staff has produced the 2023 update to the Economic Health Strategic Plan, attached hereto as Exhibit "A" and incorporated herein by this reference (the "2023 EHS Plan"); and

WHEREAS, the City Council believes that the adoption and implementation of the 2023 EHS Plan will make clear the purpose and reasons for economic health planning and activities in the City of Fort Collins and assist the City in collaborating with academia, business interests, and non-profit and governmental entities to promote a healthy, sustainable economy reflecting community values; and

WHEREAS, for the foregoing reasons, the City Council wishes to approve the 2023 EHS Plan and, in so doing, to supersede and replace the 2015 EHS Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the City Council hereby approves and adopts the 2023 EHS Plan.

Section 3. That the 2023 EHS Plan shall supersede and replace in all respects the 2015 EHS Plan.

Section 4. That the City Council hereby directs the City Manager to provide the City Council, no less frequently than annually, a report on the status of the implementation of the 2023 EHS Plan, the successes and outcomes from the implementation of the 2023 EHS Plan, and any recommendations for interim modifications to the 2023 EHS Plan.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 5th day of December, 2023.

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Mayor

ATTEST:

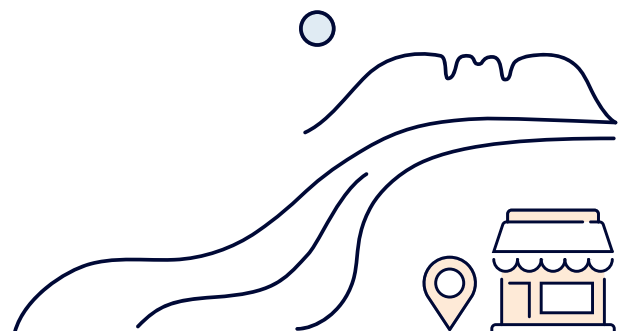
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City Clerk



# ECONOMIC HEALTH STRATEGIC PLAN

2023





## INTRODUCTION

**Fort Collins is at a time of transformation and can no longer rest on our laurels and take for granted the unique reasons people choose to live and/or work here.** In recent decades, Fort Collins experienced steady population growth, while business and household income growth lagged. Strategic plans are meant to be forward looking, while also underpinning resiliency. Fort Collins has not been immune to impacts from climate change, COVID-19, political divide, and racial injustice.

There is no one-size-fits-all approach, and as we look to the future, Fort Collins' economic health strategy must be a pragmatic, people-centered approach grounded in economic competitiveness, racial equity, and climate action. **We will NOT achieve racial and social equity or climate action goals without economic inclusion and growth. AND that growth will be neither as robust nor as durable without understanding the impacts of affordable housing, childcare, air quality, and climate emergency on our community.** Strategic, intentional management of projected growth that is **economically prosperous, socially equitable, and environmentally sustainable** can be achieved. Why the words "strategic, intentional management of projected growth?" As mentioned above, Fort Collins has experienced steady population and job growth, while businesses and household income growth have lagged. A vibrant economy is the result of deliberate choices and actions that aims to improve the economic well-being (through quality jobs, safe and stable housing, support of startups to legacy-owned businesses, etc.) and quality of life for our community.

Although this plan cannot address every economic challenge facing Fort Collins, by leading with a people-centered approach, it can position Fort Collins residents and businesses for a more resilient and prosperous future.

**Language matters.** The importance of language is critical when discussing race, ethnicity, gender, sexual orientation, and gender identity. In this context, the usage of the terms like "BIPOC" (Black, Indigenous, and People of Color) is more descriptive than people of color while also acknowledging that people of color face varying types of discrimination and prejudice. Although terms like "marginalized" and "minority" might be factually correct, it lacks the people-first approach, while also carrying a suggestion of being "less than." A "people-first" approach acknowledges that every individual and community is unique, diverse, and with different lived experiences that contribute to our community. Our intention is not to be exclusionary or label but to acknowledge the disparities, systemic racism, and prejudices that BIPOC and women have historically endured.



## VISION STATEMENT

**Fort Collins is a healthy, equitable, and resilient community where people and businesses can thrive.**

### THE UPDATED ECONOMIC HEALTH STRATEGIC PLAN AIMS TO:

1. Redesign economic health to positively address environmental, social, and economic resilience within Fort Collins.
2. Evaluate and develop a “both/and” approach to supporting Main Street businesses (locally owned that provides goods and services in Fort Collins) and Primary Employers (businesses that generate over half their revenue from outside the City and bring new dollars into the community).
3. Assist in the development, access, and resilience of specific programs to support historically underserved businesses in the community (such as BIPOC, women, low-income, and veteran-owned).
4. Redefine the City’s role in supporting workforce development that supports diverse job opportunities for the community.
5. Reaffirm the City’s commitment to equity and inclusion leading with race and applying it to economic resilience.
6. Champion the role of innovation in designing and scaling solutions to address local and global challenges and opportunities in climate and life sciences.

### GUIDING PRINCIPLES

The guiding principles play a vital role throughout the plan, ensuring alignment with values and vision, aiding decision making, and maintaining consistency and accountability. Each of the outcome areas in the plan is directly linked to one of the guiding principles, establishing them as the plan’s foundation. This approach ensures that all actions and direction taken are purposeful, consistent, and in line with long-term success.

- **Sustainability** - Enhance the social, economic and environmental resiliency of our community, and the City organization, for present and future generations. Where opportunities for all to participate in the success of our economy, to act to address the needs of our most vulnerable community members, to prepare for disruptive events and to mitigate our impacts on the environment.<sup>1</sup> Where everyone can afford to live and work in Fort Collins, ensuring good quality jobs, education for the future, and housing affordability.
- **Community Belonging** - Create a sense of belonging and inclusion, integrating principles of diversity, equity, inclusion, and access (DEIA) to support the retention of diverse talent, as well as small businesses that make our community uniquely Fort Collins. We strive to provide equitable access to opportunities, services and resources, and to create an inclusive environment for all members of our community.<sup>1</sup>
- **Adaptation** - Ability to learn, prepare for uncertainties, act responsively and move forward with resilience toward recovery and renewal.

<sup>1</sup> Fort Collins City Plan, 2019



## E-YEAR SMART GOALS

People success and business success is **community success**, there is not either/or in this scenario. We envision a place where our community has economic choice for upward mobility and wealth generation to create a resilient, sustainable future. With these factors in mind, we have identified fundamental goals.

These goals serve as the plan's fundamental, overarching outcomes the Economic Health Strategic Plan hopes to achieve. All focus areas in the plan are designed to contribute to the achievement of these central goals. In essence, the focus areas are like the building blocks that collectively work towards realizing these four fundamental SMART (specific, measurable, achievable, relevant, time-bound) goals:

- Goal 1:** Increase business owner representation to match Fort Collins metropolitan statistical area demographics.
- Goal 2:** Increase overall business survivability longer than five years from 45% to 50%.
- Goal 3:** Add 1,800 new jobs in targeted, traded sectors (e.g. life science and climate technology).
- Goal 4:** Increase representation in employment within targeted, traded sectors (e.g. life science and climate technology).

## BACKGROUND

The Economic Health Strategic Plan intersects with and takes inspiration from existing City of Fort Collins community plans:

- **Resilient Recovery Plan** – a community plan to guide long-term response and rebuilding from the COVID-19 pandemic.
- **Fort Collins City Plan** – comprehensive plan that guides how the community will grow and travel in the next 10-20 years.
- **Our Climate Future** – a plan to simultaneously address climate, energy, and waste goals while improving our community's equity and resilience.
- **Housing Strategic Plan** – a vision that everyone in Fort Collins has healthy, stable, housing they can afford.
- **Equity and Inclusion Plan** – a plan to address and further embed equity and inclusion into City processes and projects.

### \* RESILIENCY

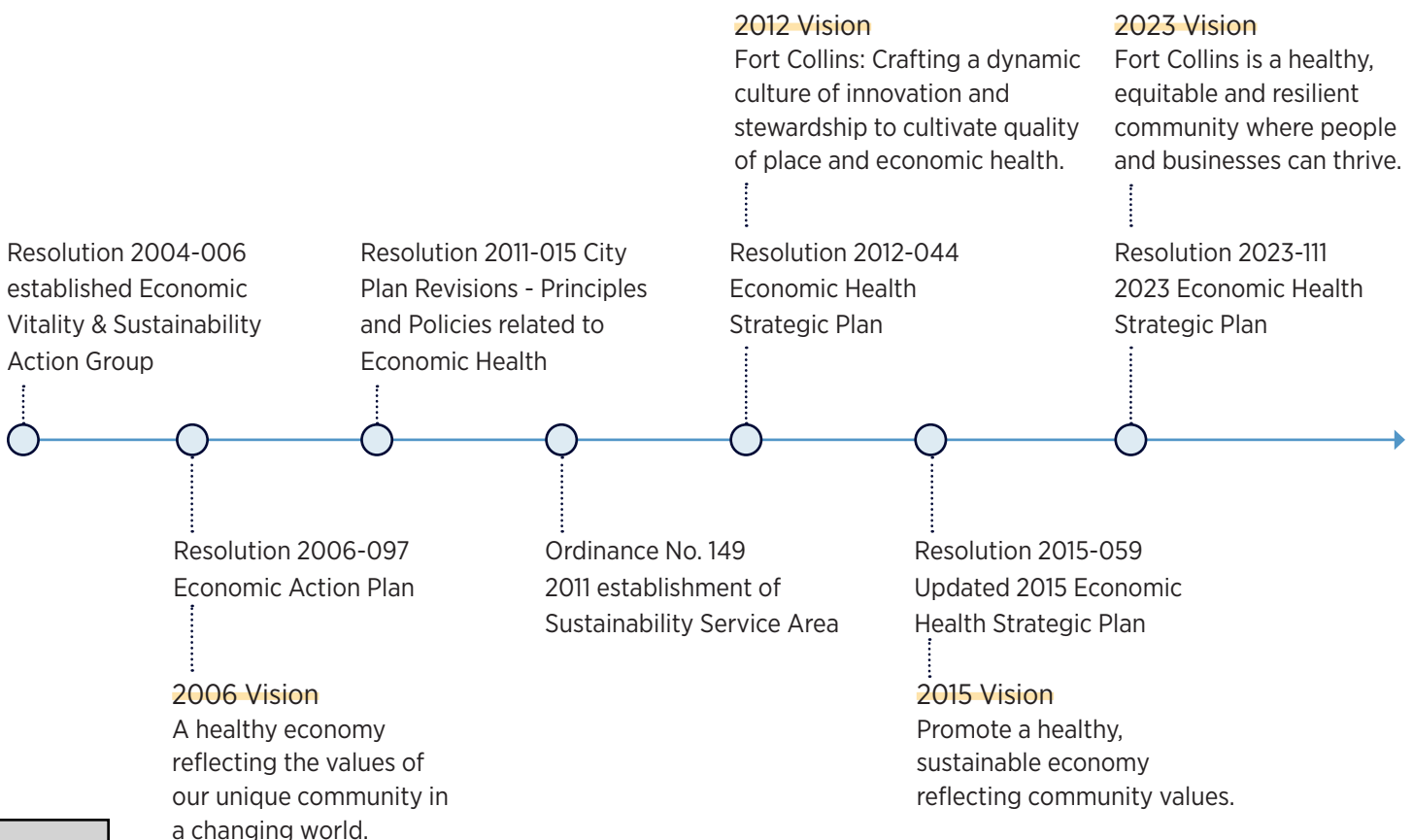
The *Our Climate Future Plan* defines resiliency as the capacity to prepare our human and natural systems to respond and adapt to changes and disruptions of various scales that affect our ability to thrive. Taking that one step further for this body of work, the Economic Development Administration defines economic resilience as the ability to bounce back from shock, disruption, or stress.

## WHY A REVISIT?

Prior to this plan, the City focused on business retention and expansion (BRE) of primary employers, as well as incubation efforts (previously known as “Grow Your Own” in the 2015 Economic Health Strategic Plan) through partnerships with Larimer Small Business Development Center, the Fort Collins Area Chamber of Commerce, Downtown Development Authority, Downtown Creative District, Visit Fort Collins, and Innosphere Ventures. In recent years, the Multicultural Business & Entrepreneur Center (MBEC) was developed to provide multilingual business support for our entrepreneurs and small businesses.

We cannot turn a blind eye to the fact that other communities’ strategy is to attract Fort Collins companies to their community because of the benefits these primary employers provide (good quality jobs, capital investments to their business and community, tax base, community support). Eighty percent of new jobs and capital investments come from companies that already exist in the community. However, in order to meet community goals such as those around circular economy in Fort Collins, we must be intentional in a plan to market and support supply chain businesses and partners that would benefit from existing Fort Collins businesses waste and byproducts for reuse and a sharing economy. This is not about incentivizing companies to Fort Collins but shaping our economic resilience by intentionally sharing and aligning our community values and goals with new businesses exploring locations.

## TIMELINE OF EHO AND ADOPTION OF THE ECONOMIC HEALTH STRATEGIC PLANS



## FOCUS AREAS

Each outcome tied to these objectives has significance in ensuring a healthy, equitable, and resilient Fort Collins economy:

- **Approach Business Retention, Expansion and Attraction Thoughtfully**, helping targeted Primary Employers stay and grow in Fort Collins while ensuring community-wide economic stability and employment opportunities;
- **Ensure Small Businesses Thrive**, supporting our vital “Main Street” businesses contribute to both the character and economic resilience of Fort Collins;
- **Support Talent and Workforce**, ensuring all businesses have access to good talent and people, while community members have access to good jobs and employers; and
- **Re-position Innovation**, fostering the life science and climate tech cluster ecosystems while championing sustainable businesses and a local circular economy.

These four focus areas exist because a healthy economy is **interconnected and cannot be achieved in a silo**. Uniquely Fort Collins Main Street businesses need Primary Employer companies to bring new

dollars into a community, to employ locally and spend disposable income with them. Primary employers need main street businesses, not only for their local consumer goods and services, but also for the culture of community it creates. A community is built on sales and property tax dollars that fund local amenities in the natural and built environment, which becomes part of the Fort Collins brag book to help recruit and retain a strong community and workforce. The cycle cannot be robust if the focus is one over the other; Main Street and Primary Employer businesses working together enhances the local community.

The full ecosystem of a healthy economy includes a healthy mix of Primary Employer and Main Street businesses, no matter the size.

Entrepreneurship, business ownership, and home ownership have a direct link to wealth creation and generational wealth distribution. With recent growth causing more apparent housing insecurity, homeownership slips further out of reach, causing the opportunity for wealth building through homeownership to also slip further away. This leads us to look to entrepreneurship and business ownership as a viable opportunity for community members to build generational wealth.

### \* **GENERATIONAL WEALTH**—any kind of asset that is passed down from one generation to the next. This includes cash, investments such as stocks, bonds, real estate, and businesses.

With that said, many business owners, especially BIPOC and women business owners, personally finance their endeavors. With little to start with in the first place, launching a business can be harder than for white entrepreneurs in our community. The typical white family has eight times the wealth of the typical Black family and five times the wealth of the typical Hispanic family.<sup>2</sup> The aggregate low levels of wealth among Black and Hispanic populations not only diminished their ability to self-invest but limited their appeal to funders.<sup>3</sup> Additionally, even with the passing of the Women’s Business Ownership Act of 1988, obtaining funding can be challenging for women entrepreneurs. They are lower credit risks than man, yet typically are approved for smaller amounts and charged more.

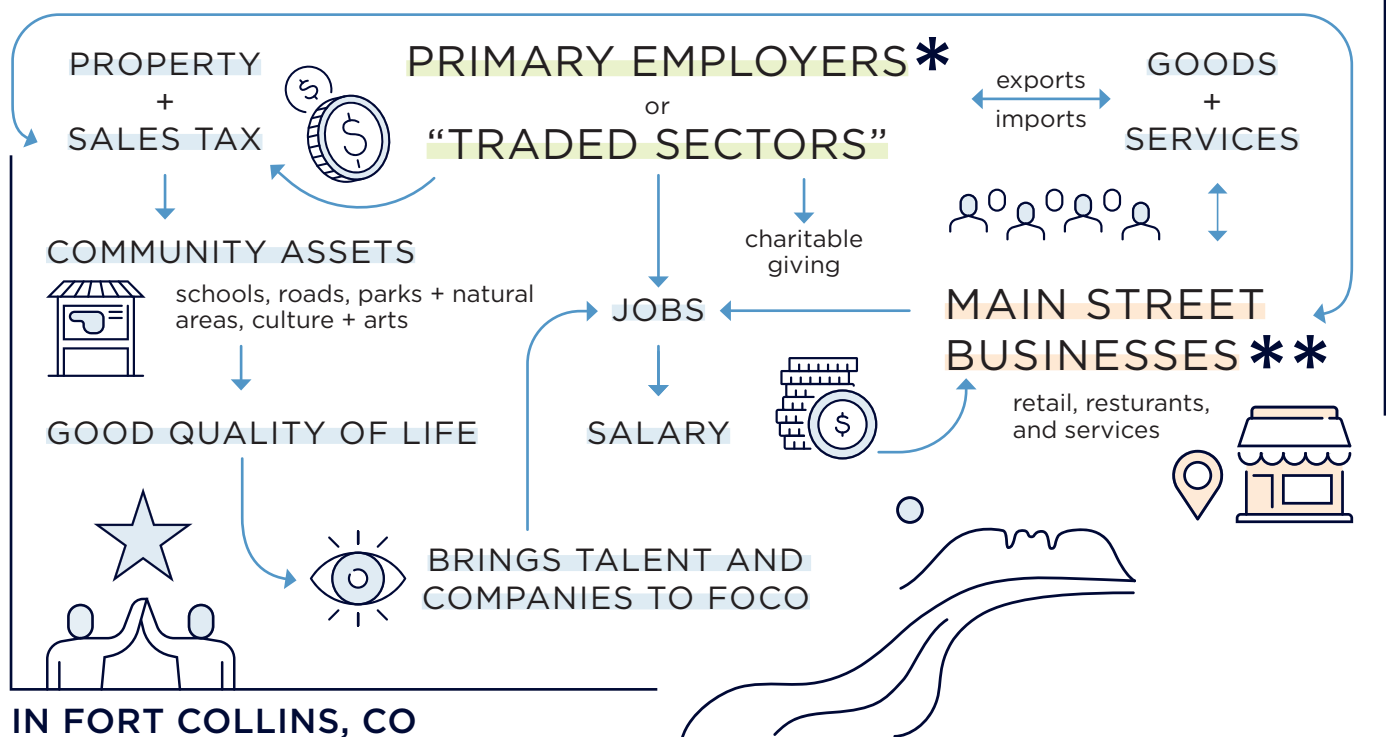
These acknowledgements help guide economic development in Fort Collins to the holistic approach including identifying systematic barriers such as access to resources (information, funding, human and social capital, etc.).

<sup>2</sup> Federal Reserve, Survey of Consumer Finances 2022

<sup>3</sup> Federal Reserve, Survey of Consumer Finances 2022

FIGURE 1: PRIMARY EMPLOYERS AND SMALL BUSINESS CONTRIBUTION

## THE CONNECTIONS BETWEEN BUSINESS &amp; COMMUNITY



\* **PRIMARY EMPLOYERS** or **"TRADED SECTORS"** are companies that primarily focus on exporting the majority of their goods and services outside the local economy. These businesses can include manufacturers, software developers, marketing firms, tech start-ups, etc.

\*\* **MAIN STREET BUSINESSES** are typically small businesses whose primary customer base is local, and they predominantly serve the needs of the local community. These businesses can include retail stores, restaurants, dryer cleaners, salons, auto-shops, etc.

# ENGAGEMENT SUMMARY

## METHODOLOGY

Over seven months, the Economic Health Office and its consultant, Hickey Global conducted Interviews, small group discussions, launched an online questionnaire, and engaged community members at two large public events.

- **Interviews:** Conducted by both Hickey Global and the Economic Health Office. These consisted of 1-on-1 interviews with business proprietors and leaders in Fort Collins, involving individuals who spoke English and Spanish.
- **Small Group Discussions:** Three virtual events featuring small businesses, employers, solopreneurs, and business partner organizations.
- **Questionnaire:** 54 responses
- **Community Events:** The Economic Health Office hosted an outreach table at the Lagoon Concert Series and Bike-to-Work Day. In total, Economic Health spoke with 265 event attendees.

It is also important to note that two other plans were taken into consideration that also saw heavy outreach and engagement in the last two years. **The Economic Recovery Strategy from Reignite Northern Colorado in 2021 and the City of Fort Collins Resilient Recovery Plan 2022** both garnered a large amount of engagement from both businesses and community members that are referenced to understand the needs of the community to improve the economic health of Fort Collins.

The Fort Collins Economic Health Office is appreciative of the time and consideration provided by all the stakeholders who participated in the engagement process. Through these engagement efforts city staff gathered input from:

- Community members and leaders
- Business leaders representing a broad range of economic sectors
- Employees and managers working at Fort Collins businesses
- Public sector officials from local, county, and state governments
- Educational leaders from K-12 through postsecondary institutions
- Small business owners and employers
- Artists and art advocates
- Nonprofit organizational leaders
- C-Suite executives and national experts in economic development
- Hospitality and tourism experts

\* See the full engagement report and SWOT analysis in the appendix.

## SWOT THEMES

The following SWOT results have been updated to consider both the engagement conducted by Hickey Global as well as the second phase of engagement.

STRENGTHS	WEAKNESSES
<ul style="list-style-type: none"> <li>• Educated workforce and strong educational institutions</li> <li>• Beautiful community assets and amenities</li> <li>• Quality of place</li> <li>• Diversity of economy</li> </ul>	<ul style="list-style-type: none"> <li>• Cost of housing</li> <li>• Lack of affordable commercial space and site-ready land</li> <li>• Insufficient workforce size</li> <li>• Lack of diversity</li> </ul>
OPPORTUNITIES	THREATS
<ul style="list-style-type: none"> <li>• Upskill and reskill programs</li> <li>• Retaining talent</li> <li>• Branding and messaging consistency, City-wide and regionally</li> <li>• Industry support of quality jobs within Chips Zone, life and bio science, and climate tech/circular economy</li> </ul>	<ul style="list-style-type: none"> <li>• Perception that Fort Collins is not business friendly</li> <li>• Fees and policies to build, expand, or open a business (cost of doing business)</li> <li>• Not embracing or supporting diversity in our community and workforce</li> </ul>











# FOCUS 1

## APPROACH BUSINESS RETENTION, EXPANSION & ATTRACTION OF PRIMARY EMPLOYER BUSINESSES THOUGHTFULLY

Fort Collins is strengthened by diversity of industries. **Industry diversity** is a measure of how evenly employment is distributed between 11 industry clusters found in the typical metropolitan statistical area (MSA). Markets with high diversity are considered to be more resilient in the face of adversity such as recessions and layoffs. Fort Collins has above-average Industry Diversity (ranked 150 out of the 384 Metro MSAs). The top identified clusters include Food & Beverage Manufacturing, Machinery Manufacturing & Production Technology, Information Technology, Life Sciences, Metals, Plastics, Mineral Product & Chemicals, Professional Services & Distribution, and E-Commerce.

– *Lightcast*

Focusing business retention, expansion, and attraction efforts on these targeted industries supports the growth of Fort Collins' economic base. This growth creates jobs and imports new money more and income into the community. In turn, these new dollars support small businesses and provide people more opportunities to thrive.

### OUTCOME 1.1

POLICY AND STRUCTURAL SHIFTS CREATE  
A GOOD BUSINESS ENVIRONMENT.

#### EXAMPLE INITIATIVES

- Engage in intentional and sustained **coordination and alignment between City departments and partners at the city, county, and state level to bolster** business resilience and growth through programs and policies that are interconnected impacts of housing, land use, and transportation on Fort Collins business environment.
  - Deploying economic impact analysis for City policy changes and new programs that impact businesses and employment opportunities.
- Support and align City of Fort Collins assistance for businesses – including financing, and technical programs (from development to accessibility) to assist Fort Collins entrepreneurs; navigation of city processes, including permitting, accessing financial resources and grants; and engaging in policy.
  - **Engage and support process improvements** such as development and conceptual reviews.



**OUTCOME 1.2**

STRATEGIC BUSINESS RETENTION, EXPANSION, AND ATTRACTION (BREA) EFFORTS STRENGTHEN AND DIVERSIFY OPPORTUNITIES AND ECONOMIC RESILIENCE.

**EXAMPLE INITIATIVES**

- Establish a sustainable, **data-driven program to respond to the needs of existing employers** and industries to create a feedback loop for the City and private industry. Work with business and institutional partners to maintain and grow a database of existing businesses in Fort Collins with ongoing data collection and analysis mechanisms to keep a pulse on the vitality of local businesses.
  - Structure business visits to develop a strong understanding of the overall needs of local businesses, their challenges to operate successfully, and their potential to remain and/or expand in Fort Collins.
- **Target recruitment** of companies that align the City further its economic, social, and environmental goals. Examples of companies would include those that can help advance a circular economy, provide high-quality employment opportunities, and many others.
- **Build the region's target supply chain** through specialized industry research aimed at focused recruitment efforts on Fort Collins' target industries such as circular economy manufacturing, life sciences, and climate tech.
- Leverage and market **Fort Collins and the region as a leader in the life science and clean tech sectors.** Strengthen through data, research, and convening those that lead the industry already.

**OUTCOME 1.3**

ATTRACT CIRCULAR ECONOMY BUSINESS SECTORS FOR A MORE RESILIENT COMMUNITY.

**EXAMPLE INITIATIVES**

- Develop internal infrastructure and establish standardized practices to effectively transition Fort Collins towards a circular economy through:
  - **Creating an asset map** of existing circular ecosystems, their gaps, and potential new ecosystems.
  - **Defining measurable goals** and metrics that will enable tracking Fort Collins' progress in transitioning to a more circular economy.
- Focus business development efforts to business supply chain companies within the value chain to support existing Fort Collins businesses, current and future, recirculate and rethink products and processes to eliminate and reduce waste (alignment with Outcome 1.2)
- Leverage the City's leadership role to grow the Fort Collins' circular economy and encourage others to drive the circular economy forward.
  - Review purchasing policies to support circular activities through its sustainability practice.

## OCUS 2

### ENSURE SMALL BUSINESSES THRIVE

Small businesses, defined as people and organizations that employ 50 or less, comprise 98% of Fort Collins businesses. This definition also includes solopreneurs, creatives and nonprofits as small businesses. These businesses face significant challenges, with a 20% failure rate within the first two years, 45% within five years, and 65% within ten years. To ensure their survival and growth, it is crucial to provide early support and ongoing assistance.<sup>4</sup> Small businesses were impacted the most by the pandemic, and at the time of this plan, may still be in recovery mode and made a priority in the Recovery Plan.

Local, unique, and creative businesses (also known as Main Street Businesses) nurture the vibrant and artistic atmosphere that makes Fort Collins so appealing to residents and visitors alike. Supporting and retaining these imaginative originators, innovative problem solvers, and resourceful local entrepreneurs is vital to community resiliency and critical for talent recruitment and retention.

Entrepreneurs thrive when they have access to resources such as new business incubators, existing business accelerators, and networks that expand their knowledge and skills. These drivers, alongside capital or finance programs, are critical for developing and retaining innovative problem solvers.

Nurturing environments like these are instrumental in helping entrepreneurs refine their ideation, develop robust business models, and gain the skills necessary to thrive in competitive markets.

Meeting the needs of a broad spectrum of businesses increases the potential for significant positive outcomes in community growth and development. This could include programming for an aspiring solopreneur whose primary language is not English or working with existing industries to re-shore manufacturing production through national programs, and everything in between. The enormity of impact is directly proportional to the range of representation.

#### OUTCOME 2.1

#### SMALL BUSINESSES HAVE ACCESS TO TOOLS AND RESOURCES NEEDED TO SUCCEED.

##### EXAMPLE INITIATIVES

- **Support access to capital** - Access to capital continues to show up as one of the largest barriers to entrepreneurship.
  - Re-launch of a revolving loan fund product, providing access to capital for businesses, giving Main Street Businesses (including childcare) the ability to grow while also preparing for conventional loans in the future.
  - Leverage the **City's Urban Renewal Authority (URA) tools to support not only the business being redeveloped, but all businesses within the district** for greater alignment and success opportunities.
- One-stop shop hubs located throughout the City with liaisons trained in multiple departments needs that can walk businesses through the process of Sales Tax/Business License, development and building review, Utilities, resources, and more.
  - **Streamline the development and redevelopment process** to provide greater transparency.
  - Having locations outside traditional City buildings provides accessibility and transparency, making the processes more human-focused and easier to navigate.
- Ongoing **Support and Partner Local campaign** to include communication and opportunities to pivot customer behavior to support local retailers, artisans, creatives, and service providers.



## OUTCOME 2.2

FORT COLLINS BUSINESSES ARE RESILIENT READY.

### EXAMPLE INITIATIVES

- Identify resiliency resources and gaps, to assist businesses prepare for man-made or natural economic downturn or disaster.
  - Example **resources include the Multicultural Business and Entrepreneur Center (MBEC), Sustainable Business Program, and the Green Business Tracker.**
  - **Develop programs** with partners such as a Legacy Business Program, a Business Emergency Plan, and a Business Climate Adaptation Plan to support businesses proactively identify threats and solutions to ensure resiliency.
- **Improve access and education to certifications and programs** for underrepresented businesses to increase procurement and funding opportunities for local business owners.

## OUTCOME 2.3

THE CREATIVE SECTOR IS CELEBRATED AND SUPPORTED FOR THEIR CONTRIBUTION TO THE FORT COLLINS COMMUNITY.

### EXAMPLE INITIATIVES

- Collaborate and support Cultural Services programming to **strengthen the creative sector through capacity building, business acumen, and education (storytelling the value proposition).**
  - **Connect entrepreneurs in the creative sector with the Multicultural Business and Entrepreneur Center** for additional support and access to resources.
  - In partnership with City of Fort Collins Cultural Services and Sales Tax and Colorado State University, **analyze and share the economic impact of the creative industries** in Fort Collins, as a premiere cultural destinationn.
  - **With community partners, create space to incubate or strengthen existing** retail, food, or creative business, allowing them to test concepts, conduct market research, and get feedback on their products or ideas.





# OCUS 3

## SUPPORT TALENT AND WORKFORCE

Fort Collins is home to a highly educated and skilled workforce. Sixty-eight percent of the Fort Collins population aged 25 and older have a post-secondary education, compared to 54.2% in Colorado and 45.9% nationally.

The Colorado Workforce Development Council developed the Colorado Job Quality Framework, in which they encourage communities to attract and grow a variety of businesses committed to job quality to improve the economic well-being and quality of life for their community.”

We recognize the multitude of barriers preventing people from obtaining education and accessing employment opportunities. These include opportunity awareness, transportation, housing affordability, and childcare affordability and availability. Fort Collins must maintain a competitive inventory of quality jobs for community members to live, work and play in their own community. A shorter commute time means enhanced workforce efficiency, better attraction and retention of talent, economic inclusivity and mobility, infrastructure efficiency, and the reduction of environmental externalities.

### WHY ARE QUALITY JOBS IMPORTANT TO HAVE IN FORT COLLINS?

It's clear that job quality impacts employees' financial health. Additionally, quality jobs give workers economic choice: allowing for other community contributions such as social support, a sense of community, economic mobility, physical and mental health, and climate resiliency.

Colorado ranks as one of states with the largest cost burden for childcare for married couples with children after factoring both the price of care and median income in each state, and this is exacerbated for single parent households.

The mean travel time to work is 20.6 minutes. Travel commute times are indicative of certain aspects of local economic health including availability of job opportunities, housing affordability and accessibility, transportation challenges, economic disparities, and environmental impact.





**OUTCOME 3.1**

ACCESSIBLE CAREER PATHWAYS MEET NEEDS OF EMPLOYERS AND EMPLOYEES, TODAY AND IN THE FUTURE.

**EXAMPLE INITIATIVES**

- Leverage opportunities and partnerships to advance strategic workforce programs aimed at enhancing and future-proofing the workforce's resilience in an evolving economy.
  - Support the dynamic landscape which includes the progress of artificial intelligence technology and the shifting nature of occupations due to the emergence of new technologies.
  - Continue to support and advance NoCo Works, a regional collaboration for workforce and talent development in northern Colorado, spanning Larimer and Weld Counties.

**OUTCOME 3.2**

DIVERSITY, EQUITY, INCLUSION, AND ACCESS (DEIA) IS GOOD BUSINESS.

**EXAMPLE INITIATIVES**

- Leverage existing and emerging work by industry and community to foster an inclusive community (within the business and/or organization, as well as throughout the community).
- Develop a platform that matches underrepresented and underserved students to internship or apprenticeship opportunities throughout the city and region's leading innovative companies.
  - Provide valuable experiential learning opportunities and connections to both the student and local businesses creates talent retention possibilities, as well as breeds innovation.
- Encourage and support continuous learning for civil conversations and dialogue around DEIA and lived experiences.



## Item 34. FOCUS 4

### REPOSITION INNOVATION

To stay competitive in a post-pandemic economy, certain industries must be elevated and supported to continue the resiliency and strength of the community. The life sciences\* and climate technology (climate tech\*\*) industries, including research, development, and manufacturing activities that are vital components of any thriving economy.

Fort Collins is equipped with the right talent coming from our local educational institutions, including a major land-grant university, Colorado State University. This brain trust in the northern Colorado region can help solve large global issues in the fields of health and climate. Fort Collins produces the highest percentage of awarded degrees in Biological and Biomedical Sciences and overall, most awarded degrees in Agricultural, Animal, Plant, and Veterinary Science compared to its peer communities.

#### OUTCOME 4.1

TARGETED CLUSTERS SPURS INNOVATIVE SOLUTIONS TO MEET COMMUNITY GOALS.

#### EXAMPLE INITIATIVES:

- Promote the development and tech transfer of clean technology happening locally with institutional partners such as Colorado State University's Powerhouse and Innosphere Ventures to meet Our Climate Future (OCF) goals.
- Leverage opportunities to innovate and support **local semiconductor manufacturers**, including efforts towards the reduction of greenhouse gas emissions operations that align with City OCF and the company's sustainability goals.

\* **LIFE SCIENCES** includes the research and development, tech transfer, and commercialization of biological sciences, such as pharmaceuticals, biotechnology, medical devices, and others.

\* **CLIMATE TECH** is recognized as new business models and technologies that mitigate the impacts and key drivers of global greenhouse gas emissions that attribute to climate change. While cleantech is described as new business models or technologies that increases the performance, productivity or efficiency of production while minimizing impacts on the environment.





## OUTCOME 4.2

### LEVERAGE AND ENGAGE THE REGIONAL ASSETS THAT DRIVE INNOVATION.

#### EXAMPLE INITIATIVES:

- Map regional assets such as **wet laboratory (wet lab\*) space** that drives innovation for bio- and life sciences, as many companies seek to locate near Tier 1 Research universities and institutions (such as Federal laboratories).

\* **WET LAB SPACE** are laboratories where chemicals, drugs, or other material or biological matter are tested and analyzed requiring water, direct ventilation, and specialized piped utilities. The inventory of physical wet lab space is significant because these specially designed and controlled laboratories must meet certain criteria for life science activities to properly occur.

## CONCLUSION

### “THE WHY”

The Economic Health Strategic Plan is broad and cross-cutting (economic, social, and environment) in its approach purposefully, as there will continue to be tensions and tradeoffs as our local economy is impacted by outside influences. This plan acknowledges that there are things outside of our control and the Plan focuses on the long-term strategy development to give the community agency over our economic future for a healthy, equitable, and resilient community where people and businesses can thrive. The four focus areas within the plan were selected because a healthy, resilient local economy cannot be achieved in a silo – the intersection of people, planet and prosperity are at the center to enhance community resilience and allow flexibility to address changing conditions.









## Introduction

**Fort Collins is at a time of transformation and can no longer rest on our laurels and take for granted the unique reasons people choose to live and/or work here.** In recent decades, Fort Collins has experienced steady population growth, while business and household income growth lagged. Strategic plans are meant to be forward looking, while also underpinning resiliency. Fort Collins has not been immune to impacts from climate change, COVID-19, political divide, and racial injustice.

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Although this plan cannot address every economic challenge facing Fort Collins, by leading with a people-centered approach, it can position Fort Collins residents and businesses for a more resilient and prosperous future.

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### The updated Economic Health Strategic Plan aims to:

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4. Redefine the City's role in supporting workforce development that supports diverse job opportunities for the community.



5. Reaffirm the City's commitment to equity and inclusion leading with race and applying it to economic resilience.
6. Champion the role of innovation in designing and scaling solutions to address local and global challenges and opportunities in climate and life sciences.

#### **Vision Statement:**

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

#### **Guiding Principles:**

The guiding principles play a vital role throughout the plan, ensuring alignment with values and vision, aiding decision making, and maintaining consistency and accountability. Each of the outcome areas in the plan is directly linked to one of the guiding principles, establishing them as the plan's foundation. This approach ensures that all actions and direction taken are purposeful, consistent, and in line with long-term success.

- **Sustainability** - Enhance the social, economic and environmental resiliency of our community, and the City organization, for present and future generations. [Where opportunities for all to participate in the success of our economy, to act to address the needs of our most vulnerable community members, to prepare for disruptive events and to mitigate our impacts on the environment.](#)<sup>1</sup> Where everyone can afford to live and work in Fort Collins, ensuring good quality jobs, education for the future, and housing affordability.
- **Community Belonging** - Create a sense of belonging and inclusion, integrating principles of diversity, equity, inclusion, and access (DEIA) to support the retention of diverse talent, as well as small businesses that make our community uniquely Fort Collins. [We strive to provide equitable access to opportunities, services and resources, and to create an inclusive environment for all members of our community.](#)<sup>1</sup>
- **Adaptation** - Ability to learn, prepare for uncertainties, act responsively and move forward with resilience toward recovery and renewal.

## FIVE-YEAR SMART GOALS

People success and business success is **community success**, there is not either/or in this scenario. We envision a place where our community has economic choice for upward mobility and wealth generation to create a resilient, sustainable future. With these factors in mind, we have identified fundamental goals.

These goals serve as the plan's fundamental, overarching outcomes the Economic Health Strategic Plan hopes to achieve. All focus areas in the plan are designed to contribute to the achievement of these central goals. In essence, the focus areas are like the building blocks that collectively work towards realizing these **four** fundamental [SMART \(specific, measurable, achievable, relevant, time-bound\)](#) goals:

**Goal 1: Increase business owner representation to match Fort Collins MSA demographics.**

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<sup>1</sup> [Fort Collins City Plan, 2019](#)

**Goal 2: Increase overall business survivability longer than five years from 45% to 50%.**

**Goal 3: Add 1,800 new jobs in targeted, traded sectors (e.g. life science and climate technology).**

**Goal 4: Increase representation in employment within targeted, traded sectors.**

## BACKGROUND

The Economic Health Strategic Plan intersects with and takes inspiration from existing City of Fort Collins community plans:

- [Resilient Recovery Plan](#) – a community plan to guide long-term response and rebuilding from the COVID-19 pandemic.
- [Fort Collins City Plan](#) – comprehensive plan that guides how the community will grow and travel in the next 10-20 years.
- [Our Climate Future](#) – a plan to simultaneously address climate, energy, and waste goals while improving our community’s equity and resilience.
- [Housing Strategic Plan](#) – a vision that everyone in Fort Collins has healthy, stable, housing they can afford.
- [Equity and Inclusion Plan](#) - a plan to address and further embed equity and inclusion into City processes and projects.

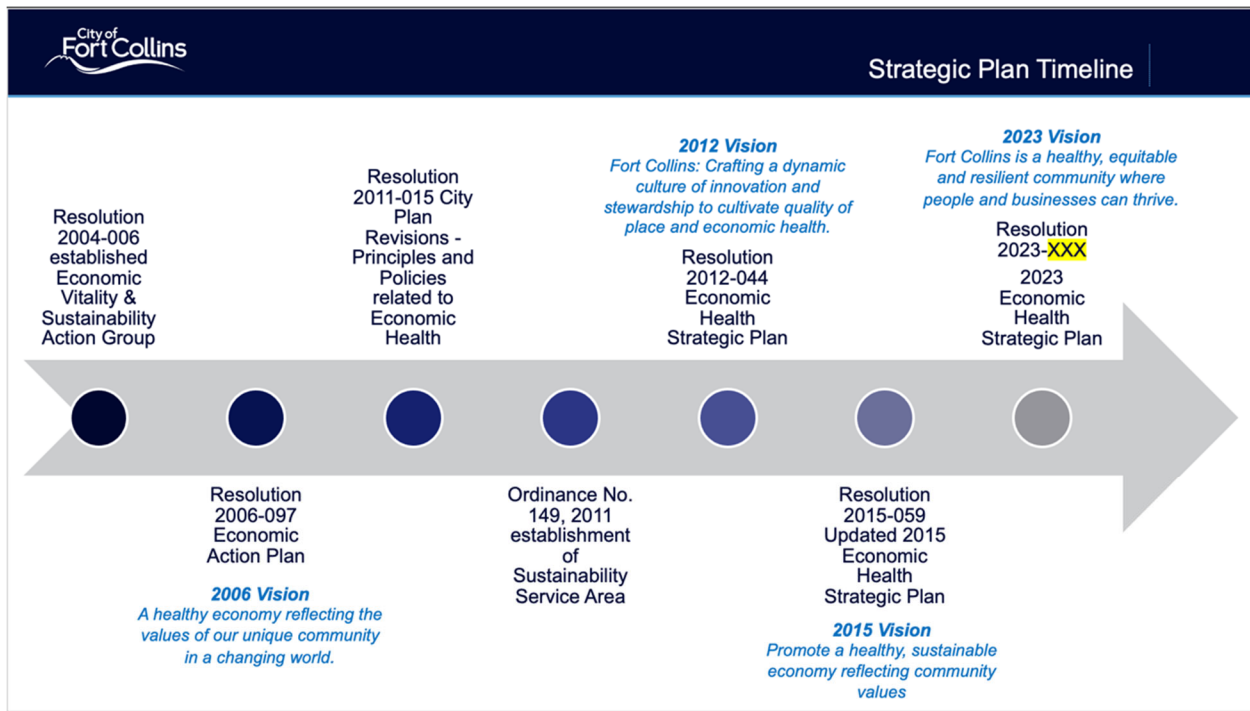
*[DEFINITION BOX]: Resiliency – The Our Climate Future Plan defines resiliency as the capacity to prepare our human and natural systems to respond and adapt to changes and disruptions of various scales that affect our ability to thrive. Taking that one step further for this body of work, the Economic Development Administration defines economic resilience as the ability to bounce back from shock, disruption, or stress.*

### [Why a Revisit?](#)

[Prior to this plan, the City focused on business retention and expansion \(BRE\) of primary employers, as well as incubation efforts \(previously known as “Grow Your Own” in the 2015 Economic Health Strategic Plan\) through partnerships with Larimer Small Business Development Center, the Fort Collins Area Chamber of Commerce, Downtown Development Authority, Downtown Creative District, Visit Fort Collins, and Innosphere Ventures. In recent years, the Multicultural Business & Entrepreneur Center \(MBEC\) was developed to provide multilingual business support for our entrepreneurs and small businesses.](#)

[- We cannot turn a blind eye to the fact that other communities’ strategy is to attract Fort Collins companies to their community because of the benefits these primary employers provide \(good quality jobs, capital investments to their business and community, tax base, community support\). Eighty percent of new jobs and capital investments come from companies that already exist in the community. However, in order to meet community goals such as those around circular economy in Fort Collins, we must be intentional in a plan to market and support supply chain businesses and partners that would benefit from existing Fort Collins businesses waste and byproducts for reuse and a sharing economy.](#)

[This is not about incentivizing companies to Fort Collins but shaping our economic resilience by intentionally sharing and aligning our community values and goals with new businesses exploring locations.](#)



#### FOCUS AREAS:

Each outcome tied to these objectives has significance in ensuring a healthy, equitable, and resilient Fort Collins economy:

- **Approach Business Retention, Expansion and Attraction Thoughtfully**, helping targeted Primary Employers stay and grow in Fort Collins while ensuring community-wide economic stability and employment opportunities;
- **Ensure Small Businesses Thrive**, supporting our vital "Main Street" businesses contribute to both the character and economic resilience of Fort Collins;
- **Support Talent and Workforce**, ensuring all businesses have access to good talent and people, while community members have access to good jobs and employers; and
- **Re-position Innovation**, fostering the life science and climate tech cluster ecosystems while championing sustainable businesses and a local circular economy.

These four objectives exist because a healthy economy is interconnected and cannot be achieved in a silo. Uniquely Fort Collins Main Street businesses need Primary Employer companies to bring new dollars into a community, to employ locally and spend disposable income with them. Primary employers need main street businesses, not only for their local consumer goods and services, but also for the culture of community it creates. A community is built on sales and property tax dollars that fund local amenities in the natural and built environment, which becomes part of the Fort Collins brag book to help

recruit and retain a strong community and workforce. The cycle cannot be robust if the focus is one over the other; Main Street and Primary Employer businesses working together enhances the local community.

The full ecosystem of a healthy economy includes a healthy mix of Primary Employer and Main Street businesses, no matter the size.



Entrepreneurship, business ownership, and home ownership have a direct link to wealth creation and generational wealth distribution. With recent growth causing more apparent housing insecurity, homeownership slips further out of reach, causing the opportunity for wealth building through homeownership to also slip further away. This leads us to look to entrepreneurship and business ownership as a viable opportunity for community members to build generational wealth.

[DEFINITION BOX] *Generational wealth – any kind of asset that is passed down from one generation to the next. This includes cash, investments such as stocks, bonds, real estate, and businesses.*

With that said, many business owners, especially BIPOC and women business owners, personally finance their endeavors. With little to start with in the first place, launching a business can be harder than for white entrepreneurs in our community. The typical white family has eight times the wealth of the typical Black family and five times the wealth of the typical Hispanic family.<sup>i</sup> The aggregate low levels of wealth among Black and Hispanic populations not only diminished their ability to self-invest but limited their appeal to funders.<sup>ii</sup> Additionally, even with the passing of the Women’s Business Ownership Act of 1988, obtaining funding can be challenging for women entrepreneurs. They are lower credit risks than man, yet typically are approved for smaller amounts and charged more.

These acknowledgements help guide economic development in Fort Collins to the holistic approach including identifying systematic barriers such as access to resources (information, funding, human and social capital, etc.).

## Engagement Summary

*\*See the full engagement report and SWOT analysis here*

### Methodology

Over seven months, the Economic Health Office and its consultant, Hickey Global conducted Interviews, small group discussions, launched an online questionnaire, and engaged community members at two large public events.

- **Interviews:** Conducted by both Hickey Global and the Economic Health Office. These consisted of 1-on-1 interviews with business proprietors and leaders in Fort Collins, involving individuals who spoke both, English and Spanish.
- **Small Group Discussions:** Three virtual events featuring small businesses, employers, solopreneurs, and business partner organizations.
- **Questionnaire:** 54 responses
- **Community Events:** The Economic Health Office hosted an outreach table at the Lagoon Concert Series and Bike-to-Work Day. In total, Economic Health spoke with 265 event attendees.

It is also important to note that two other plans were taken into consideration that also saw heavy outreach and engagement in the last two years. **The Economic Recovery Strategy from Reignite Northern Colorado in 2021 and the City of Fort Collins Resilient Recovery Plan 2022** both garnered a large amount of engagement from both businesses and community members that are referenced to understand the needs of the community to improve the economic health of Fort Collins.

The Fort Collins Economic Health Office is appreciative of the time and consideration provided by all the stakeholders who participated in the engagement process. Through these engagement efforts city staff gathered input from:

- Community members and leaders
- Business leaders representing a broad range of economic sectors
- Employees and managers working at Fort Collins businesses
- Public sector officials from local, county, and state governments
- Educational leaders from K-12 through postsecondary institutions
- Small business owners and employers
- Artists and art advocates
- Nonprofit organizational leaders
- C-Suite executives and national experts in economic development
- Hospitality and tourism experts

### SWOT THEMES

The following SWOT results have been updated to consider both the engagement conducted by Hickey Global as well as the second phase of engagement.

Strengths	Weaknesses
<ul style="list-style-type: none"> <li>• Educated workforce and strong educational institutions</li> <li>• Beautiful community assets and amenities</li> <li>• Quality of place</li> <li>• Diversity of economy</li> </ul>	<ul style="list-style-type: none"> <li>• Cost of housing</li> <li>• Lack of affordable commercial space and site-ready land</li> <li>• Insufficient workforce size</li> <li>• Lack of diversity</li> </ul>
Opportunities	Threats
<ul style="list-style-type: none"> <li>• Upskill and reskill programs</li> <li>• Retaining talent</li> <li>• Branding and messaging consistency – City-wide and regionally</li> <li>• Industry support of quality jobs within Chips Zone, life and bio science, and climate tech/circular economy</li> </ul>	<ul style="list-style-type: none"> <li>• Perception that Fort Collins is not business friendly</li> <li>• Fees and policies to build, expand, or open a business (cost of doing business)</li> <li>• Not embracing or supporting diversity in our community and workforce</li> </ul>

## FOCUS 1: APPROACH BUSINESS RETENTION, EXPANSION & ATTRACTION OF PRIMARY EMPLOYER BUSINESSES THOUGHTFULLY

Fort Collins is strengthened by diversity of industries. **Industry diversity** is a measure of how evenly employment is distributed between 11 industry clusters found in the typical metropolitan statistical area (MSA). Markets with high diversity are considered to be more resilient in the face of adversity such as recessions and layoffs. Fort Collins has above-average Industry Diversity (ranked 150 out of the 384 Metro MSAs). The top identified clusters include Food & Beverage Manufacturing, Machinery Manufacturing & Production Technology, Information Technology, Life Sciences, Metals, Plastics, Mineral Product & Chemicals, Professional Services & Distribution, and E-Commerce. - Lightcast

Focusing business retention, expansion, and attraction efforts on these targeted industries supports the growth of Fort Collins' economic base. This growth creates jobs and imports new money more and income into the community. In turn, these new dollars support small businesses and provide people more opportunities to thrive. *Figure 1: Primary Employers and Small Business Contribution*

### Outcome 1.1: Policy and structural shifts create a good business environment.

#### Example Initiatives:

- Engage in intentional and sustained **coordination and alignment between City departments and partners at the city, county, and state level to bolster business** resilience and growth through programs and policies that are interconnected impacts of housing, land use, and transportation on Fort Collins business environment.



- Deploying economic impact analysis for City policy changes and new programs that impact businesses and employment opportunities.
- **Support and align City of Fort Collins assistance for businesses** – including financing, and technical programs (from development to accessibility) to assist Fort Collins entrepreneurs; navigation of city processes, including permitting, accessing financial resources and grants; and engaging in policy.
  - **Engage and support process improvements** such as development and conceptual reviews.

## Outcome 1.2: Strategic business retention, expansion, and attraction (BREA) efforts strengthen and diversify opportunities and economic resilience.

### Example Initiatives:

- Establish a sustainable, **data-driven program to respond to the needs of existing employers** and industries to create a feedback loop for the City and private industry. Work with business and institutional partners to maintain and grow a database of existing businesses in Fort Collins with ongoing data collection and analysis mechanisms to keep a pulse on the vitality of local businesses.
  - Structure business visits to develop a strong understanding of the overall needs of local businesses, their challenges to operate successfully, and their potential to remain and/or expand in Fort Collins.
- **Target recruitment** of companies that can help the City further its economic, social, and environmental goals. Examples of companies would include those that can help advance a circular economy, provide high-quality employment opportunities, and many others.
- **Build the region's target supply chain** through specialized industry research aimed at focused recruitment efforts on Fort Collins' target industries such as circular economy manufacturing, life sciences, and climate tech.
- Leverage and market **Fort Collins and the region as a leader in the life science and clean tech sectors**. Strengthen through data, research, and convening those that lead the industry already.

## Outcome 1.3: Attract circular economy business sectors for a more resilient community.

### Example Initiatives:

- Develop internal infrastructure and establish standardized practices to effectively transition Fort Collins towards a circular economy through:
  - **Creating an asset map** of existing circular ecosystems, their gaps, and potential new ecosystems.
  - **Defining measurable goals** and metrics that will enable tracking Fort Collins' progress in transitioning to a more circular economy.
- Focus business development efforts to business supply chain companies within the value chain to support existing Fort Collins businesses, current and future, recirculate and rethink products and processes to eliminate and reduce waste (alignment with Outcome 1.2)
- Leverage the City's leadership role to grow the Fort Collins' circular economy and encourage others to drive the circular economy forward.
  - Review purchasing policies to support circular activities through its sustainability practice.

## FOCUS 2: ENSURE SMALL BUSINESSES THRIVE

Small businesses, defined as 50 employees or less, comprise 98% of Fort Collins businesses. These businesses face significant challenges, with a 20% failure rate within the first two years, 45% within five years, and 65% within ten years. To ensure their survival and growth, it is crucial to provide early support and ongoing assistance.<sup>xiii</sup> Small businesses were impacted the most by the pandemic, and at the time of this plan, may still be in recovery mode and made a priority in the Recovery Plan.

Local, unique, and creative businesses (also known as Main Street Businesses) nurture the vibrant and artistic atmosphere that makes Fort Collins so appealing to residents and visitors alike. Supporting and retaining these imaginative originators, innovative problem solvers, and resourceful local entrepreneurs is vital to community resiliency and critical for talent recruitment and retention.

Entrepreneurs thrive when they have access to resources such as new business incubators, existing business accelerators, and networks that expand their knowledge and skills. These drivers, alongside capital or finance programs, are critical for developing and retaining innovative problem solvers. Nurturing environments like these are instrumental in helping entrepreneurs refine their ideation, develop robust business models, and gain the skills necessary to thrive in competitive markets. Meeting the needs of a broad spectrum of businesses increases the potential for significant positive outcomes in community growth and development. This could include programming for an aspiring solopreneur whose primary language is not English or working with existing industries to re-shore manufacturing production through national programs, and everything in between. The enormity of impact is directly proportional to the range of representation.

### Outcome 2.1: Small Businesses Have Access to Tools and Resources Needed to Succeed.

#### Example Initiatives:

- **Support access to capital** - Access to capital continues to show up as one of the largest barriers to entrepreneurship.
  - Re-launch of a revolving loan fund product, providing access to capital for businesses, giving Main Street Businesses (including childcare) the ability to grow while also preparing for conventional loans in the future.
  - Leverage the City's **Urban Renewal Authority (URA)** tools to support not only the business being redeveloped, but all businesses within the district for greater alignment and success opportunities.
- One-stop shop hubs located throughout the City with liaisons trained in multiple departments needs that can walk businesses through the process of Sales Tax/Business License, development and building review, Utilities, resources, and more.
  - **Streamline the development and redevelopment process** to provide greater transparency.
  - Having locations outside traditional City buildings provides accessibility and transparency, making the processes more human-focused and easier to navigate.
- Ongoing **Support and Partner Local campaign** to include communication and opportunities to pivot customer behavior to support local retailers, artisans, creatives, and service providers.

### Outcome 2.2: Fort Collins Businesses Are Resilient Ready.

#### Example Initiatives:

- Identify resiliency resources and gaps, to assist businesses prepare for man-made or natural economic downturn or disaster.
  - Example resources include the Multicultural Business and Entrepreneur Center, Sustainable Business Program, and the Green Business Tracker.
  - Develop programs with partners such as a Legacy Business Program, a Business Emergency Plan, and a Business Climate Adaptation Plan to support businesses proactively identify threats and solutions to ensure resiliency.
- Improve access and education to certifications and programs for underrepresented businesses to increase procurement and funding opportunities for local business owners.

### Outcome 2.3: The Creative Sector is Celebrated and Supported for Their Contribution to the Fort Collins Community.

#### Example Initiatives:

- Collaborate and support Cultural Services programming to **strengthen the creative sector through capacity building, business acumen, and education (storytelling the value proposition)**.
  - **Connect entrepreneurs in the creative sector with the Multicultural Business and Entrepreneur Center** for additional support and access to resources.
  - In partnership with Cultural Services, Sales Tax, and Colorado State University, **analyze and share the economic impact of the creative industries** in Fort Collins, as a premiere cultural destination.
  - **With community partners, create space to incubate or strengthen existing** retail, food, or creative business, allowing them to test concepts, conduct market research, and get feedback on their products or ideas.

## FOCUS 3: SUPPORT TALENT AND WORKFORCE

Fort Collins is home to a highly educated and skilled workforce. Sixty-eight percent of the Fort Collins population aged 25 and older have a post-secondary education, compared to 54.2% in Colorado and 45.9% nationally.

The Colorado Workforce Development Council developed the [Colorado Job Quality Framework](#), in which they encourage communities to attract and grow a variety of businesses committed to job quality to improve the economic well-being and quality of life for their community.”

We recognize the multitude of barriers preventing people from obtaining education and accessing employment opportunities. These include opportunity awareness, transportation, housing affordability, and childcare affordability and availability. Fort Collins must maintain a competitive inventory of quality jobs for community members to live, work and play in their own community. A shorter commute time means enhanced workforce efficiency, better attraction and retention of talent, economic inclusivity and mobility, infrastructure efficiency, and the reduction of environmental externalities.

### Why are Quality Jobs important to have in Fort Collins?

It's clear that job quality impacts employees' financial health. Additionally, quality jobs give workers economic choice: allowing for other community contributions such as social support, a sense of community, economic mobility, physical and mental health, and climate resiliency.

[POP-OUT BOX]: Colorado ranks as one of states with the largest cost burden for childcare for married couples with children after factoring both the price of care and median income in each state, and this is exacerbated for single parent households.

[POP-OUT BOX]: **The mean travel time to work is 20.6 minutes.** Travel commute times are indicative of certain aspects of local economic health including availability of job opportunities, **housing affordability and accessibility**, transportation challenges, economic disparities, and **environmental impact**.

**Outcome 3.1:** Accessible career pathways meet needs of employers and employees, today and in the future.

**Example Initiatives:**

- Leverage opportunities and partnerships to advance strategic workforce programs aimed at enhancing and future-proofing the workforce's resilience in an evolving economy.
  - Support the dynamic landscape which includes the progress of AI technology and the shifting nature of occupations due to the emergence of new technologies.
  - Continue to support and advance NoCo Works, a regional collaboration for workforce and talent development in northern Colorado, spanning Larimer and Weld Counties.

**Outcome 3.2:** Diversity, Equity, Inclusion, and Access (DEIA) is Good Business.

**Example Initiatives:**

- Leverage existing and emerging work by industry and community to foster an inclusive community (within the business and/or organization, as well as throughout the community).
- Develop a platform that matches underrepresented and underserved students to internship or apprenticeship opportunities throughout the city and region's leading innovative companies.
  - Provide valuable experiential learning opportunities and connections to both the student and local businesses creates talent retention possibilities, as well as breeds innovation.
- Encourage and support continuous learning for civil conversations and dialogue around DEIA and lived experiences.

## FOCUS 4: REPOSITION INNOVATION

To stay competitive in a post-pandemic economy, certain industries must be elevated and supported to continue the resiliency and strength of the community. The life sciences and climate technology (climate tech) industries, including manufacturing activities are vital components of any thriving economy.

[DEFINITION BOX] Life sciences includes the research and development, tech transfer, and commercialization of biological sciences, such as pharmaceuticals, biotechnology, medical devices, and others. Climate tech is recognized as new business models and technologies that mitigate the impacts and key drivers of global greenhouse gas emissions that attribute to climate change. While cleantech is described as new business models or technologies that increases the performance, productivity or efficiency of production while minimizing impacts on the environment.

Fort Collins is equipped with the right talent coming from our local educational institutions, including a major land-grant university, Colorado State University. This brain trust in the northern Colorado region can help solve large global issues in the fields of health and climate. Fort Collins produces the highest percentage of awarded degrees in Biological and Biomedical Sciences and overall, most awarded degrees in Agricultural, Animal, Plant, and Veterinary Science compared to its peer communities.

#### Outcome 4.1: Targeted Clusters Spurs Innovative Solutions to Meet Community Goals.

##### Example Initiatives:

- Promote the development and tech transfer of clean technology happening locally with institutional partners such as Colorado State University's Powerhouse and Innosphere Ventures to meet Our Climate Future (OCF) goals.
- Leverage opportunities to innovate and support **local semiconductor manufacturers**, including efforts towards the reduction of greenhouse gas emissions operations that align with City OCF and the company's sustainability goals.

#### Outcome 4.2: Leverage and Engage the Regional Assets that Drive Innovation.

##### Example Initiatives:

- Map regional assets such as **wet laboratory (wet lab) space** that drives innovation for bio- and life sciences, as many companies seek to locate near Tier 1 Research universities and institutions (such as Federal laboratories).

[DEFINITION BOX] Wet lab space are laboratories where chemicals, drugs, or other material or biological matter are tested and analyzed requiring water, direct ventilation, and specialized piped utilities. The inventory of physical wet lab space is significant because these specially designed and controlled laboratories must meet certain criteria for life science activities to properly occur.]

## Conclusion

The Economic Health Strategic Plan is broad and cross-cutting (economic, social, and environment) in its approach purposefully, as there will continue to be tensions and tradeoffs as our local economy is impacted by outside influences. This plan acknowledges that there are things outside of our control and the Plan focuses on the long-term strategy development to give the community agency over our economic future for a healthy, equitable, and resilient community where people and businesses can thrive. The four focus areas within the plan were selected because a healthy, resilient local economy cannot be achieved in a silo – the intersection of people, planet and prosperity are at the center to enhance community resilience and allow flexibility to address changing conditions.

# Fort Collins Circular Economy Workplan

## Introduction: What is Circular Economy?

In the traditional linear economy, materials follow the chain of “take, make, waste” where raw materials are taken from an environment, made into a product, and once that product has reached the end of its life, it is sent to the waste stream. In a circular economy, products come with only what is needed, last longer, are repairable, and, when they can’t be used anymore, are easily and safely recycled. A circular economy aims to eliminate waste by focusing on the reduction, recycling and reuse of materials, lowering the number of raw materials taken from our natural environment, designing products for longevity, and creating new business models that promote a sharing economy. **For Fort Collins, the circular economy is about rethinking current processes to effectively utilize natural resources to increase supply chain stability, create sustainable employment opportunities and ensure the resilience of our natural and built environment.**



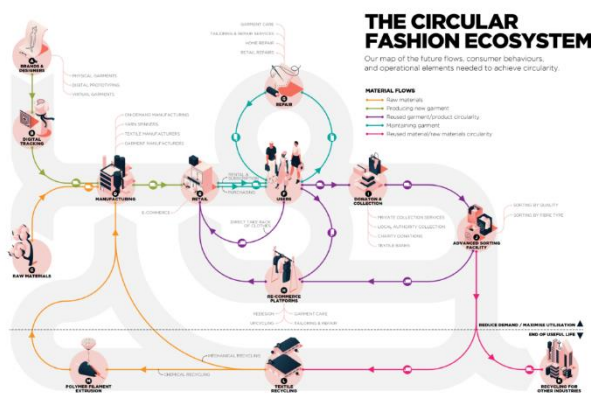
## Circular Economy Concept - A Circular Ecosystem.

A circular ecosystem functions similarly to a natural ecosystem in that a given material can be handled by a variety of different players throughout its lifecycle. Recyclers, producers, consumers, repair services, thrift, and remanufacturers – all impact whether a material is kept in circulation or heads to a landfill. When systems keep materials moving in a loop, the results are circular products that are created with little to no raw materials, and its end of life in mind.

An example of a circular ecosystem in Fort Collins is around food. In Fort Collins, many grocers have ambitious goals to reduce food waste and hunger by the end of this decade. These goals work in synergy with a City regulation that grocers must donate or compost their food waste. Donated food goes to local non-profits like the Food Bank for Larimer County and Vindeket Foods. At these non-profits, food is “rescued” and distributed to community members who support the ecosystem by being okay with the occasional bruised piece of fruit or day-old baguette. Food that can’t be rescued is composted and used



to grow new food or build soil in local landscapes, closing the loop.



## Connecting to other City plans.

Several existing City plans have incorporated circular economy strategies, including Our Climate Future, Municipal Sustainability and Adaptation Plan, and the updated Economic Health Strategic Plan. This Circular Economy Workplan aims to work alongside and propel existing strategies while also filling gaps left by these plans.

## Our Climate Future - achieving zero waste.

Moving toward an economy that keeps materials circulating is significant to reaching the community's goal to landfill zero waste by 2030 and the transformational outcomes outlined in the Our Climate Future plan (Zero Waste Neighborhoods and Zero Waste Economy). While achieving zero waste will involve familiar strategies like recycling more types of materials and improving recycling behavior, around 15%-20% of the community's waste is made up of consumer products that aren't designed to be recyclable or are hazardous wastes that require specialized disposal. The circular economy can fill that gap by innovating new ways to keep these materials in use and recycle them.

Read the Climate Action Plan here.

**Connecting to climate action.** Fort Collins' Our Climate Future Plan identifies "Healthy Local Economy and Jobs" and "Zero Waste Economy" as two [Big Moves](#) for an equitable, carbon neutral, and resilient Fort Collins.

### BIG MOVE 9

#### HEALTHY LOCAL ECONOMY AND JOBS

The community supports a healthy innovative local economy with new opportunities for all people and businesses to thrive.



## The Economic Health Strategic Plan – supporting a healthy economy.

The circular economy elements of the Economic Health Strategic Plan seek to support manufacturers, life science, and climate tech sectors, as well as entrepreneurs, while taking the broader view of the ecosystem and considering how all parts of our local circular economy work together. While the City has already integrated circular strategies into some of its environmental plans, the Economic Health Strategic Plan offers a significant opportunity to advance Fort Collins' climate and equity goals, as well as close planning gaps such as:

- Economic health dimensions of the circular economy (cluster support, wealth generation, skills and training, business attraction, etc.).
- Cluster sector strategic gaps.
  - Other plans have focused primarily on individuals, small businesses, institutions, and the construction and demolition sector.
  - The manufacturing, life science, and climate tech sectors have the greatest opportunity for innovation.
- Non-regulatory strategies that support businesses transitioning to circular business models.

Read the Economic Health Strategic plan [here](#).

## Why is circular economy important to Fort Collins and its businesses?

Climate change is present in all facets of our lives with significant impact on people, places, businesses, and entire economies and these impacts are only expected to grow. The changing climate also brings new opportunities for innovation to our local economy. Opportunities include developing new products, more efficient processes and services, and creating new jobs all while building a more resilient and equitable community.

## How a changing climate may impact Fort Collins businesses.

**Climate risks.** Each sector is faced with their own climate challenges and at varying impacts; in response, businesses must adapt and have their own sustainable goals and practices. Most sectors will see some disruption within their business models and value chains such as:

- Increased scarcity and increased costs of natural resources
- Supply chain shortages

- Regulatory changes and unpredictability
- Increased inflation and cost of doing business
- Rising costs for resiliency and redundancy measures, capital, and insurance
- Suppliers, partners, and governments requiring the use of sustainable or reusable materials and processes
- Changing consumer preferences and behaviors that move towards sustainability

**Climate opportunities.** Becoming more circular can benefit businesses by:

- Lowering costs, improving efficiencies and competitiveness
- Strengthening supply chain systems
- Creating more opportunities for innovation and progress towards sustainability
- Strengthening workforce, while taking advantage of workforce opportunities for job training
- Attracting top talent with company's sustainability character and commitment to sustainability
- Strengthening resiliency and adaption in times of uncertainty
- Creating new partnerships with other businesses and industries
- Leverage local assets (institutional and technological assets) to strengthen industry ecosystems
- Influence of shareholder and employee values and expectations

### How a shift to a circular economy may impact the workforce.

The shift towards a more adept circular economy presents **new opportunities for workforce training and workforce mobility**. The circular economy offers innovative approaches to develop an inclusive economy through the creation of new jobs, as well as the reskilling, upskilling, and new skilling (RUN) of workers.

The interconnected nature of a circular economy means it involves many different types of high-skilled jobs – requiring technical work as well as jobs in engineering, science, design, and other areas of innovation. The circular economy model allows the opportunity to improve the quality of employment for our community by promoting inclusive and diverse jobs that continually provide new skills and training opportunities. This is necessary in an evolving, dynamic economy that promotes innovation.

### How do we get to a circular economy?

Transitioning to a circular economy requires ambitious and deliberate efforts to create new processes and expand knowledge and infrastructure. It requires many different players working together to create a successful circular ecosystem. Institutions, like government and universities, have a role to play in this system, as do community members and business leaders.

#### The City's role.

Government can play a crucial role in advancing the circular economy through legislation, creating and developing programs and services, and as a large employer and organization through its own informed decisions around internal operations. The City is in the unique position that can propel the demand for circular products and influence the way organizations operate while leading by example through internal processes and policies.

#### Industry as a key partner.

Industrial activities, including private and public firms, (see call-out box for more details) are responsible for around 68,000 tons of landfilled waste each year. Because of this, industry is recognized as a partner

to driving a strong, effective circular economy. Industry partners can transform the traditional linear model into a more sustainable and regenerative system. Increasing circularity in local and regional industries not only support Fort Collins' goal to become zero waste, it also reduces pollution, greenhouse gas emissions, and waste globally.

While 66% of industrial waste is already recycled, the circular economy is a way to get the rest of the way to 100% *and* reduce residential waste too.

### What's in our industrial waste?

Fort Collins *industrial* waste comes from a variety of industrial activities. Some of the biggest sources include:

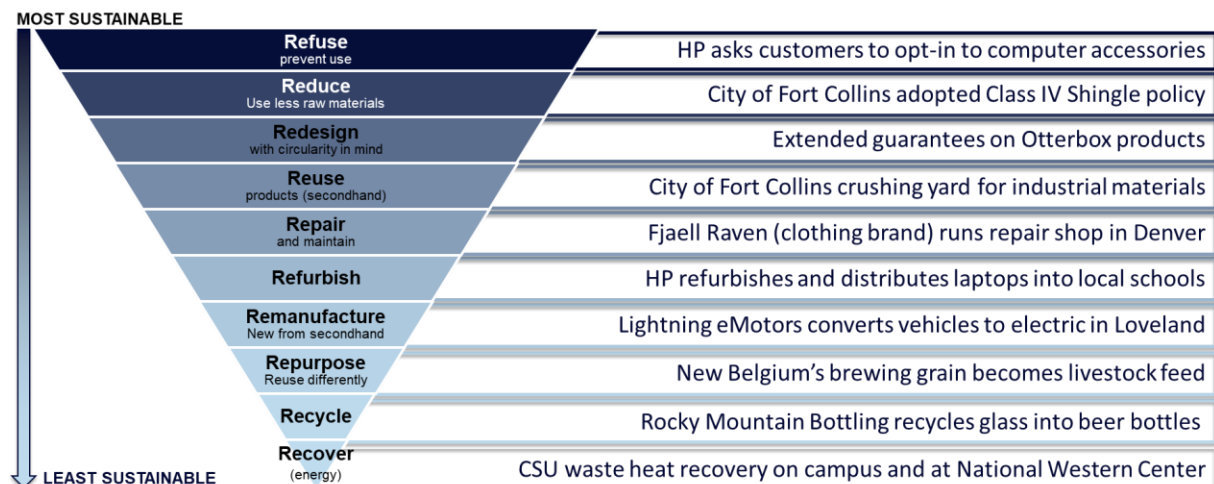
- Construction of roads and infrastructure
- Construction of buildings
- Manufacturing

### What's made in Fort Collins?

- Food and beverages
- Computers and electronic products
- Machinery
- Plastics and rubber products

## Circular Strategies.

Most people know the adage “reduce, reuse, recycle” but there are many more “R-strategies” that can have a big impact on creating a more circular community. Many Fort Collins manufacturers, retail businesses, institutions and community groups are already leading the way by applying other “r-strategies” like refusing, reducing, redesigning and more. See the figure for examples and a few highlighted local leaders. The higher up the “R” hierarchy, the better the environmental impact.



In order to cultivate an environment where “r-strategies” are not only more accessible but a common practice, a shift in culture and way of life must occur. This workplan identifies four key objectives to get us started.

## Objectives for a Circular Fort Collins

The strategies and actions detailed in this plan combine with existing efforts (Our Climate Future, the Municipal Sustainability and Adaptation Plan, and many community efforts) to jumpstart the circular economy in Fort Collins. These strategies are to:

### 1. Lay the groundwork

Develop internal infrastructure and common practices that will prepare Fort Collins for the shift to support a circular economy.

### 2. Lead by example

Leverage the City's leadership role to grow the Fort Collins' circular economy and encourage others to participate.

### 3. Develop circular businesses

Focus business development efforts to support businesses interested in implementing circular strategy.

### 4. Innovate

Partner with local stakeholders to test innovative circular practices and concepts in Fort Collins and collaborate with other communities to help scale the circular economy globally.

**Objective 1. Lay the groundwork:** Develop internal infrastructure and establish standardized practices to effectively transition Fort Collins towards a circular economy.

#### Key Initiatives:

- **Create an asset map of existing circular ecosystems, their gaps, and potential new ecosystems.**

Create an asset map of Fort Collins' existing circular ecosystems, identify any gaps, and explore opportunities for new ecosystems. This comprehensive map should encompass the existing initiatives and work undertaken by local institutions, organizations, industry partners, and other community groups. By understanding and leveraging the work of others will lead to better collaboration and the acceleration of a circular community.

Work with a consultant to help identify and categorize the existing circular ecosystems, which could include sectors like waste management, recycling facilities, sustainable product design, and remanufacturing. For each ecosystem, identify the key players, their roles, and the resources they contribute. Link each ecosystem, gap, and potential opportunity to specific goals and strategies.

A comprehensive asset map serves as a dynamic tool for stakeholders to understand the current circular economy landscape, strategically plan interventions, and catalyze the formation of new ecosystems that drive sustainable and circular practices.

- **Define measurable goals and metrics that will enable tracking Fort Collins' progress in transitioning to a more circular economy.**

Establish concrete and measurable benchmarks and performance indicators to effectively monitor and evaluate the strides made by Fort Collins, in its transition towards a more circular economy. This involves crafting specific goals that can be easily tracked and quantified through key metrics that will provide a comprehensive view of the city's progress. This will also provide better transparency in circular strategy and ensure stakeholder participation.

Metrics could encompass various aspects of the circular economy such as those that track waste diversion, the percentage of businesses adopting and implementing circular principles and strategies are indicators that can provide insights into the city's circular economy transition. Other economic indicators such as the growth of circular economy-related industries, job creation in sustainable sectors, and investments in circular initiatives, can shed light on the economic benefits derived from this transition.

The inclusion of quantifiable objectives and well-defined metrics will enable stakeholders to comprehensively track and analyze Fort Collins' journey towards a more circular economy, allowing for informed decision-making and effective resource allocation.

**Objective 2. Lead by example:** Leverage the City's leadership role to grow the Fort Collins' circular economy and encourage others to participate.

#### **Key Initiatives:**

- **Update City purchasing policy to support more City purchases of locally manufactured (circular) products.**

The City can enhance its purchasing policies to increase the procurement of both local and circular products. The City as a large organization holds influence in establishing stronger local procurement opportunities for all industry to utilize. The City's purchasing power is significant and could create demand for certain types of products and even positively impact market conditions for recycled products. Supporting local procurement practices additionally supports circular start-ups and entrepreneurs to meet local demands. Local procurement also plays an important role in supporting a circular economy by reducing waste streams and transportation impacts, supporting resource conservation, and strengthening supply chains, as well as promotes local economic resilience.

- **Identify and make City spaces and land available for circular initiatives and meeting spaces for circular-focused manufacturers, start-ups, and community groups.**

The City is a significant land holder in Fort Collins, a community with increasing costs to rent or purchase land or commercial space, especially for start-ups and entrepreneurs. By making its real estate assets available for circular economy projects, the City could reduce a significant barrier to innovative initiatives and start-ups.

This would entail working with the City's Real Estate Services Department to integrate circularity as a priority criterion for requests that end up in their review process. Additionally, it would look to proactively advertise un- or under-utilized spaces for life sciences and climate tech start-ups and entrepreneurs and other companies or organizations with circular initiatives.



- **Increase advocacy at different levels of government to ensure circular business goals and needs are met, including green investment funds, business-supportive policies, and recycled material availability.**

This strategy is one of the greatest levers the City can pull to advance the circular economy both within and beyond Fort Collins' borders. Where alignment exists with Fort Collins Council's Legislative Policy Agenda, the City can increase its advocacy for policies that support circularity and the circularity goals of Fort Collins businesses through member organizations like Colorado Communities for Climate Action (CC4CA), Recycle Colorado, and Colorado Municipal League. These same avenues are opportunities to ensure other barriers to circularity are reduced for all Colorado businesses, for example consistent regulatory frameworks across the State, stronger regional recycling markets, and more consistent access to capital for circular projects.

**Objective 3. Develop circular businesses:** Focus business and workforce development efforts to support businesses and community members interested in implementing circular strategy.

#### **Key Initiatives:**

- **Attract circular-focused businesses and those motivated to implement circular strategies, especially those that can close an eco-system gap.**

Circular-driven businesses, particularly tech start-ups, are critical to support and enhance local circular economy eco-systems and other areas of innovation. Additionally, the City seeks to engage other essential support industries such as plastics, composting, etc., or suppliers that can help bridge specific gaps within clusters. Furthermore, the City aims to attract businesses that share the community's values of the triple bottom line, working towards their sustainability goals as an organization.

- **Leverage existing relationships with industry leaders, networks, and other business development efforts to foster the growth of more circular strategy among industry leaders.**

Utilize existing convenings and networks of manufacturers to discuss circularity opportunities together, which would encourage collaborative problem-solving, knowledge sharing, and networking. By engaging industry leaders, this can help create meaningful dialogue and shared insights. This collective effort empowers manufacturers, who already hold the collective expertise and knowledge within the industry, to collectively examine the vast array of opportunities and advantages offered by adopting circular practices.

Another important component in supporting industry in the circular space is to compile, elevate, and regularly share local circular manufacturing case studies. Providing real-world examples helps demonstrates how adopting circular practices can benefit businesses, including improved efficiencies and competitiveness, strengthened supply chains, workforce opportunities, and many more. Furthermore, there is an opportunity to explore how leading circular businesses can be compensated for their teaching role around circular economy.

- **Provide tailored support to help businesses and entrepreneurs navigate government systems and connect to start-up funding.**

Provide support to community organizations, businesses, and entrepreneurs to understand how to navigate government systems and connect to startup funding for circular innovation. This support will

involve understanding their specific needs and barriers. Then guiding them through government systems and facilitating connections to various startup funding opportunities, including green financing, start-up and research grants, and other essential resources.

- **Promote the development of accessible career pathways that create a strong talent pipeline reflective of a local circular economy.**

By forging strategic partnerships and developing specialized programs, Fort Collins seeks to meet the evolving needs of the local workforce as well as needs of industry while supporting sustainable economic growth. The City will continue to elevate and explore new programs including training and development programs, certifications, and other post-secondary education that promote circular employment, including those that are directly involved or indirectly supports circular economy:

- Core circular jobs that ensure the closure of raw material cycles (e.g., jobs in repair, renewable energy, waste management).
- Enabling circular jobs that intend to remove barriers for core circular activities to occur (e.g., jobs in education, design, digital technology).
- Indirect circular jobs that work within other sectors and adopt circular strategies (e.g., jobs that provide services to circular strategies such as logistics, financial institutions, farmers, manufacturers).

**Objective 4. Innovate:** Partner with local stakeholders to test innovative circular practices and concepts in Fort Collins and collaborate with other communities to help scale the circular economy globally.

#### Key Initiatives:

- **Research and prioritize opportunities for co-location of material producers and users, underutilized spaces, ideas, recycling, sharing, and reuse services.**

This strategy involves collaborating with a consulting firm to conduct spatial and qualitative analyses, aimed at identifying potential opportunities for co-location in Fort Collins. This will help us to understand how the physical locations of materials within the community impact their circulation, and whether they end up in landfills. By conducting a spatial analysis of materials and circular opportunities in Fort Collins, the City can prioritize their implementation, capitalize on early opportunities, and plan for potential transitions in City policies in the long term.

- **Identify and collaborate on demonstration projects that have visibility in both the business community and the larger community.**

In the early-adoption phase of new concepts, it's important to have tangible examples that can be experienced first-hand in the community. Demonstration projects, such as the Colorado State University Fashion and Circular Economy Symposium, help tell the story of circularity and lets businesses test new and innovative concepts in a way that lets others benefit from lessons learned. Examples from other communities include co-locating coffee shops with mushroom growers, creating circular office parks that house public meeting spaces and circular start-ups, or having local shops sell products made from rescued food waste (e.g., beer brewed from old bread).

- **Support the development of circular ecosystems using an innovation lab approach with meaningful implementation funding.**

Materials circulate within a system of users and stakeholders, ranging from recyclers, to producers, consumers, repair services, thrift, and remanufacturers. Institutions like government and academia have a role in the system too. When these systems close the materials loop to become circular, they function almost like an eco-system.

What each eco-system needs is unique and related to the specific products it produces, for example what the local beer industry needs to function as a circular ecosystem is likely very different than what the tech industry needs. By convening these industry ecosystems individually, the group can work together to set relevant goals, identify barriers and needs, and advance strategies collectively. One method to convene eco-systems towards a bigger goal is the innovation lab approach.

**Through this Circular Economy Workplan, the City of Fort Collins aims to help the business community foster sustainable progress, while also helping businesses take advantage of new opportunities.** The actions in this workplan can guide Fort Collins forward in the pursuit of a more equitable and sustainable economy and create a more inclusive environment. This requires a collaborative effort of all partners, including government, local industries, community organizations and residents. As a main hub in Northern Colorado, Fort Collins has the potential to propel the circular economy and build a more sustainable environment and economy locally, regionally, and globally.

## Local Examples

### **HP recycles devices responsibly:**

Here's what local tech leader HP says about their contribution to the circular economy:

*"We're committed to reducing the e-waste, carbon emissions, and energy consumption – and we know you are, too. You can reduce your organization's environmental impact when you return your devices to HP for restoration, reuse, or responsible recycling."*

*When our products reach end-of-use status, our regulation-compliant programs support responsible collection and processing to cover as much material as possible – reducing negative effects on the ecosystems and human health.*

*HP contributes to a circular economy by actively growing the supply chain and market for recycled materials, as well as by empowering communities with a better quality of life and economic opportunity."*

### **Hoffman Mills supports circular construction**

The construction and demolition industries deal with a lot of materials, which means they have a lot of circular economy potential. The City of Fort Collins crushing facility and its construction company customers do a lot to make Fort Collins circular! The facility reprocesses and stores construction materials like asphalt and concrete until they are needed for a new building project.

### **New Belgium cycles**

New Belgium Brewing is known for supporting a culture of bicycling but that's not the only type of cycle they invest in. New Belgium is a local leader in circular economy and regularly partners on advocacy

efforts that bring more circular opportunities to keep materials cycling in all of Colorado's industries. Here's how the City of Fort Collins can support their efforts!

*"It's great when cities are tuned into state and federal programs which benefit decarbonization and circularity goals."*

## Next Steps

Progressing forward with the Circular Economy Plan involves several crucial next steps:

1. **Council adoption and implementation:** Having received approval from the Fort Collins City Council solidifies the City's commitment and provides the necessary mandate to proceed with the outlined strategies.
2. **Stakeholder alignment:** Securing the support and engagement of local stakeholders is critical. Collaborating with businesses, community organizations, and community members will ensure a unified effort in achieving our circular economy objectives. **Industry must be involved so the system supports them as they move towards circular practices.**
3. **Resource allocation:** To effectively drive this initiative forward, the City must commit to allocating appropriate resources, including staff and budget. These resources are vital to facilitate the implementation, monitoring, and continual refinement of a local circular economy. Resources necessary to move the circular economy plan will be proposed in the next the City Budget For Outcomes (BFO) cycle.
4. **Progress enablers:** To move this plan forward, we need a combination of factors, including effective communication strategies, engagement programs, industry and community buy-in, regular performance assessments, and built-in flexibility to adapt to evolving circumstances.

With these strategic steps, we are well-prepared to advance a circular economy plan, fostering a resilient and thriving economy and community.

## Fort Collins Economic Health Strategic Plan Engagement Report

Stakeholder engagement is a critical building block for Fort Collins' economic health strategy—the success of any community and economic strategy is directly dependent on active engagement from a broad range of Fort Collins stakeholders, including public and private sectors; community members; regional and civic institutions.

Understanding where the community stands currently in terms of the economic health of Fort Collins provides the basis for identifying assets that need to be treasured and strengthened; weaknesses that need to be minimized; opportunities that will enhance the community's livability and economic health, and internal and external threats that need to be factored into all facets of the City's strategic planning.

### Background

The consulting team of Hickey Global and IO.INC was selected to conduct community engagement for the Economic Health Strategic Plan. Beginning in winter 2022, IO.INC began community engagement for the economic health strategic framework. They conducted one-on-one interviews, engaging various representatives of the Fort Collins public, private, and civic communities, regional leaders, and external industry experts. Each of the stakeholders represented a broad, far-reaching collection of community members, groups, and communities that hold diverse perspectives and backgrounds.

The results of the one-on-one interviews conducted by Hickey Global formed the SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis and engagement report that was presented at a Council Work Session on March 14, 2023. Council asked the Economic Health Office for additional engagement to create a broader picture from the community.

In partnership with the Communications and Public Involvement Office, the Economic Health Office conducted further community engagement.

### Methodology

The second phase of engagement included:

- An online questionnaire on the OurCity engagement page
- Outreach at community events such as the CSU Lagoon Concert Series and Bike to Work Day
- Three virtual small group discussions
- Multiple one-on-one conversations through ongoing business visits
- Consideration of the ongoing regional business survey

This effort added over 350 additional inputs to the Economic Health Strategic Plan from community members.

The EHO staff also reviewed and considered feedback that was provided for two recent plans:

- The 2021 Reignite Northern Colorado
- The 2022 City of Fort Collins Recovery Plan

Through these engagement efforts city staff gathered input from:

- Community members and leaders
- Business leaders representing a broad range of economic sectors
- Employees and managers working at Fort Collins businesses
- Public sector officials from local, county, and state governments
- Educational leaders from K-12 through postsecondary institutions
- Small business owners and employers
- Artists and art advocates
- Nonprofit organizational leaders
- C-Suite executives and national experts in economic development
- Hospitality and tourism experts

## Results

- Interviews conducted by both Hickey Global and EHO: 22 individual interviews
- Small Group Discussion: Three virtual group discussions
- Online questionnaire: 54 responses
- Community Events: 265 community members engaged at the Colorado State University Lagoon Concert and Bike to Work Day

The following SWOT results have been updated to consider both the engagement conducted by Hickey Global as well as the second phase of engagement.

## SWOT (Strengths, Weaknesses, Opportunities, & Threats) Themes

Strengths	Weaknesses
<ul style="list-style-type: none"> <li>• Educated workforce and strong educational institutions</li> <li>• Beautiful community assets and amenities</li> <li>• Quality of place</li> <li>• Diversity of economy</li> </ul>	<ul style="list-style-type: none"> <li>• Cost of housing</li> <li>• Lack of affordable commercial space and site-ready land</li> <li>• Insufficient workforce size</li> <li>• Lack of diversity</li> </ul>
Opportunities	Threats
<ul style="list-style-type: none"> <li>• Upskill and reskill programs</li> <li>• Retaining talent</li> <li>• Branding and messaging consistency – City-wide and regionally</li> <li>• Industry support of quality jobs within CHIPS Zone, life and bio science, and climate tech/circular economy</li> </ul>	<ul style="list-style-type: none"> <li>• Perception that Fort Collins is not business friendly</li> <li>• Fees and policies to build, expand, or open a business (cost of doing business)</li> <li>• Not embracing or supporting diversity in our community and workforce</li> </ul>

## Additional SWOT Results:

### Strengths:

- Highly educated workforce



- Community assets and amenities that contribute to a good quality of life to live, work, and raise a family in Fort Collins
- Beautiful, safe, and friendly quality of place
- Proximity and access to large metropolitan areas
- Strong educational institutions, including public school district and higher education such as Colorado State University
- People know how to start a business in Fort Collins
- Post-Covid programs and resources and the American Rescue Plan Act dollars that have gone into the community.
- Economic Health Office is very open and accessible to businesses, community members, and people interested in doing business in Fort Collins
- New roles and work in the Economic Health Office:
  - Multicultural Business and Entrepreneur Center support and the Business Connectors
  - Capital Projects Business Liaison and the additional business support there
  - The Economic Health Office is skilled up for what is needed – staff can support both small businesses and primary employers
- Arts initiatives like Art in Public Places and the Fort Collins Mural Project
- Connexion, broadband access
- Bilingual business support
- Vibrant Downtown with many amenities, including historic “Old Town” areas
- Zoning for home childcare is in a helpful place
- City’s willingness to engage on multiple topics and including community and organizations in the process
- City’s support of staff to understand their own childcare needs as one of our largest employers
- City feels more inclusive in how they advertise jobs, who they are hiring, and intentions in expanding diversity
- Diversity of economy with many major employers across multiple sectors

#### **Weaknesses:**

- Insufficient workforce size to keep up with the demand for qualified workers
- Insufficient housing affordability which impacts housing for employees (especially recent college graduates, young professionals, essential workers). This also contributes to the lack of workers for industry to hire in the region
- Limited site-ready land and space for business growth, including affordability of commercial space and land especially for start-ups and entrepreneurs
- Lack of identifiable site-ready sites that could accommodate a larger employer that would bring immense value-add to the community, including quality job opportunities (one that is desirable and compatible to the community)
- Escalating cost of doing business in Fort Collins which is believed to be brought on by City’s attitudes, policies, and regulations
- Perceived community resistance to change (e.g. population, business growth, infrastructure)
- Predominantly white community with lack of diversity in the population
- City not favorable toward growth, economic development or business
- Lack of available funding for female founders and women in tech startups
- Old published economic data, unsure where new data lives

- Lack of collaborative space for entrepreneurship collisions. Galvanize on Linden was a great space but the business model needs subsidies from the City of Fort Collins to be successful.
- We have no messaging to encourage supporting local business and cannot compete with online retailers
- Development review process is tough for businesses to go through
- Too many regulations to support a business-friendly environment
- Sustainable waste management solutions
- Information sharing for businesses is not consistent and hard to find. The City website is hard to navigate.
- Fort Collins Loveland Airport is not providing the services our region needs
- Other City plans do not incorporate economic health factors, while other City priorities factor into the economic health plan.
- 1041 regulations and water adequacy
- Integration between City departments
- DEI work doesn't feel as encouraged or celebrated within businesses right now. For example, businesses are afraid to showcase Pride Month based on the news and political climate.
- Lack of consistent business survey tells the community the City doesn't care as much about the business perspective
- Cell phone service, especially in SE Fort Collins is a challenge.
- Lack of good and affordable transportation to Denver International Airport
- Council's indecision to approve any taxes or to move forward around childcare support
- Not seeing investments in the improvements of childcare support in our community
- Business owners that have an ITIN vs a social security number are treated differently and can't retain the same business to business contracts.

#### **Opportunities:**

- Define Fort Collins' brand, as a community decide what we're striving to be?
- Encourage start-ups and recruit new business for innovation, products, and services while utilizing Fort Collins' young talent
- Build up mentorship program for aspiring entrepreneurs
- Increase engagement with large employers in order to encourage greater presence in the community
- Commit to a philosophy and practice of business recruitment, focusing on high value-added sectors and companies
- Champion more diversity, equity, and inclusion (DEI) across the community and make Fort Collins more welcoming to diverse individuals and families
- Plan for and actualize the development of sites and spaces for business growth
- The arrival of new businesses to Fort Collins, means increasing the job opportunities for community members and increases retention of talent, including graduates from Colorado State University
- Collaborative messaging and communication strategies among partners in the region to help brag about big economic wins, entrepreneurial support, regional assets, etc. This applies to all partners but specifically CSU and City can work together better in this space.
- Clearer pathways between City of Fort Collins Economic Health Office, Larimer Small Business Development Center, and Colorado State University Institute for Entrepreneurship and how each one best supports our community and eco-system.
- Talent readiness, upskilling, micro-credentialing, and partnerships with higher education.

- Change City codes to allow more access to business data in order to help
- Share with the business community and partners what data is available to us
- City staff, leadership, and elected officials can be more sensitive to business constraints and understand how they operate
- Life sciences and climate tech are our best economic opportunity right now. Those businesses should be in Fort Collins.
- Business to business sharing, making connections among business owners to increase social capital
- Business loan programs, access to capital
- Economic incentive/development zone for North and South College to create better access to infrastructure, food.
- Improve public transportation and MAX access from lower cost of living to higher density employment areas
- Incentives and programs for commercial space like good landlord incentives, help small businesses purchase buildings, and commercial rent control.
- Analysis of economic impact of any new policy or ordinance
- Analysis of DEI of any new policy or ordinance. For example, the plastic bag ban on disabled community members.
- Support the relationship with Poudre River Power Authority and Utilities
- Business support for businesses who fall in the middle of Innosphere and Larimer SBDC needs.
- Expand business information into additional languages, not just Spanish.
- Skilled trade schools in Fort Collins
- Chips Act and Chips Zone to help create quality jobs
- City needs to define what it means by equity. Is it equal opportunity or equal outcomes?
- Work in partnership with Economic Health office to share data around childcare and its economic impacts and opportunities
- Employers that offer flexible benefits including four-day work weeks, parental leave, childcare support.
- Funding for homeless/affordable living strategies through a program similar to Art in Public Places
- More support for immigration and entrepreneurship
- Financial literacy education for business owners
- Specific trainings, support, and business paths for owners with an ITIN

#### Threats:

- Increasing water scarcity in Colorado and the costs associated with securing this resource
- Escalating cost of living and doing business in Fort Collins believed to be in large measure due to City government policies
- The City perceived as not willing to adopt policies, make plans and encourage investment in more attainable housing across the spectrum of income-earners
- Outflow of young, college educated talent in search of more accessible housing and employment opportunities
- Potential anti-growth sentiment growing in community
- Getting in our own way as an entrepreneurial eco-system. Many of the same folks have been around for a long time. This is a strength, but the eco-system partners could be more open-minded to new partners, ideas.

- Rent and housing costs
- Talent shortages
- CSU is trying to increase student enrollment but not working to house these students
- Overall increased regulations on businesses from all levels of government.
- Downtown employment base is not supporting downtown businesses like it used to when folks work from home.
- Our regional airport is underutilized and not working as the asset it could be.
- U+2 regulations
- Commercial lease rates
- Access to childcare
- Members of City Council create friction between businesses and the organization.
- City Council not understanding their role impacts the ability of EHO to do their job.
- Businesses choosing not to open in Fort Collins because of the arduous development review process and cost of fees
- Council comments in meetings such as “evil landlords” can have negative impacts
- Large corporations are driving out small business
- Short-term rentals eat up housing inventory
- Rental registration program
- Cost of doing business and upcoming requirements around sustainable food packaging



## 2023 Economic Health Strategic Plan

Jacob Castillo, Chief Sustainability Officer  
SeonAh Kendall, Economic Health Director



## Why is the Economic Health of a community so important?

A **people-centered approach** creates a strong economic foundation. In order to meet social and environmental goals, we must have a healthy, inclusive economy and vice versa.

A strong economic health includes engaging on solutions and solving long term challenges:

- Housing
- Climate action
- Diverse workforce and job opportunities
- Cost of doing business





# History of the Economic Health Strategic Plan

Resolution 2004-006  
established Economic  
Vitality & Sustainability  
Action Group

Resolution 2011-015  
City Plan Revisions -  
Principles and Policies  
related to Economic  
Health

**2012 Vision**  
*Fort Collins: Crafting a dynamic  
culture of innovation and  
stewardship to cultivate quality of  
place and economic health.*

Resolution  
2012-044  
Economic  
Health Strategic  
Plan

**2023 Vision**  
*Fort Collins is a healthy, equitable  
and resilient community where  
people and businesses can thrive.*

Resolution  
2023-111 2023  
Economic  
Health Strategic  
Plan

Resolution  
2006-097  
Economic Action  
Plan

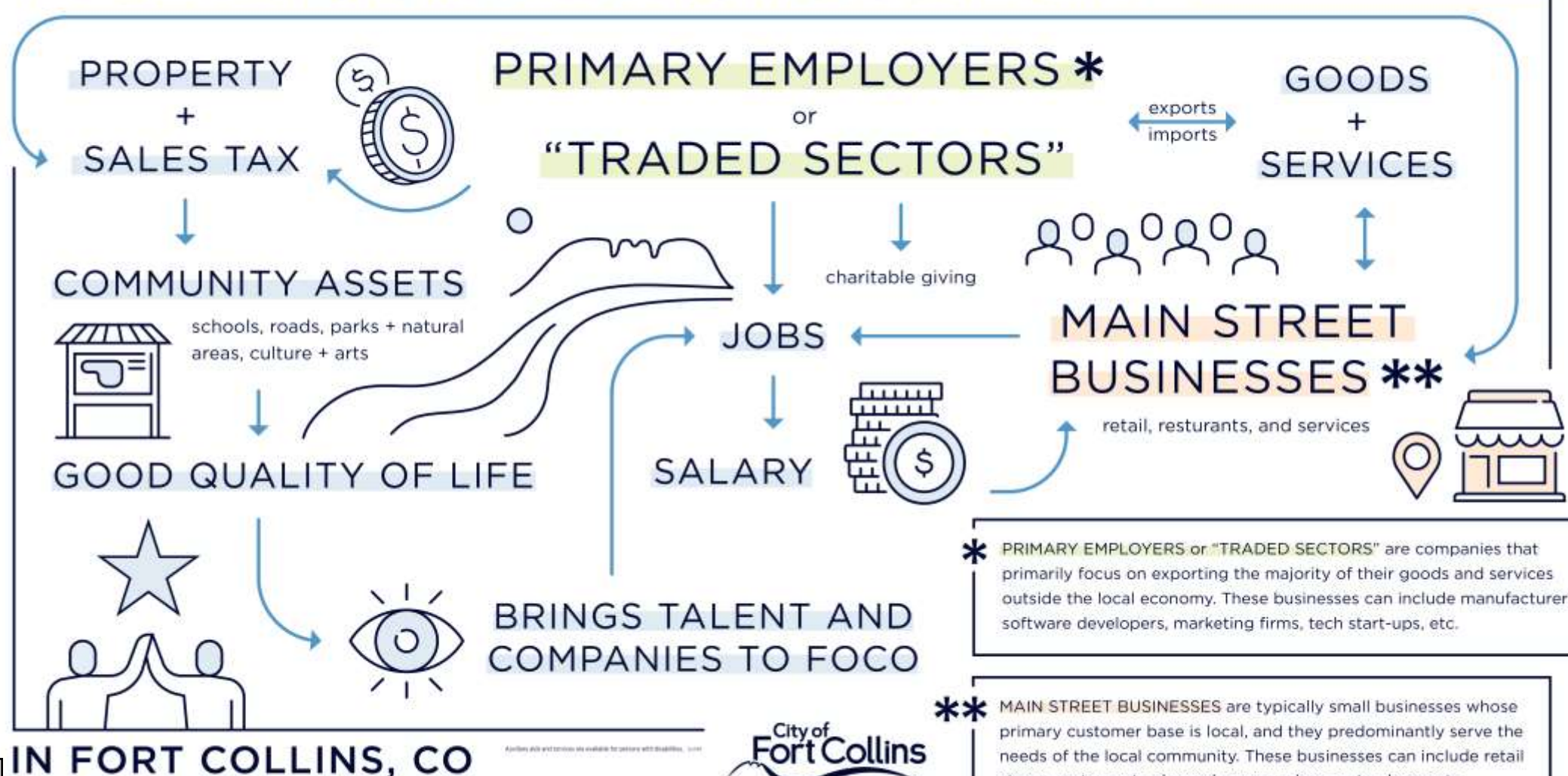
**2006 Vision**  
*A healthy economy reflecting the  
values of our unique community  
in a changing world.*

Ordinance No.  
149, 2011  
establishment of  
Sustainability  
Service Area

Resolution  
2015-059  
Updated 2015  
Economic  
Health Strategic  
Plan

**2015 Vision**  
*Promote a healthy, sustainable  
economy reflecting community  
values*

## THE CONNECTIONS BETWEEN BUSINESS & COMMUNITY



## People Success + Business Success = Community Success



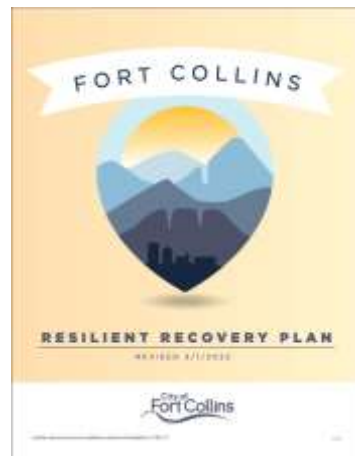
- **Goal 1:** Increase business owner representation to match the Fort Collins MSA demographics.
- **Goal 2:** Increase overall business survivability longer than five years from 45% to 50%.
- **Goal 3:** Add 1,800 new jobs in targeted traded sectors/primary employers.
- **Goal 4:** Increase representation in employment within targeted traded sectors/primary employers.



## Engagement Methods

- Interviews conducted by both Hickey Global and EHO
- Small Group Discussions
- Online questionnaire
- Community events: CSU Lagoon Concert and Bike-to-Work Day
- Plus, ongoing business visits and surveys

### Other engagement plans referenced:



## Identify three areas or ways in which you think Fort Collins can strengthen, expand, or diversify its economy

- **Support** industry in achieving their **sustainability goals**
- Recruitment of **new employers** to Fort Collins
- **Access to capital**/financial resources to start or grow a business

## What do you see as the biggest challenges facing Fort Collins businesses?

- Cost of doing business
- Workforce and talent
- Competing against national companies/brands (online shopping)



### Approach Business Retention, Expansion & Attraction Thoughtfully

- Policy & structural shifts create a good business environment.
- Strategic BREA efforts strengthen and diversify economic opportunities and vibrancy.
- Attract circular economy business sectors for a more resilient community.



### Ensure Small Businesses Thrive

- Small businesses have access to tools and resources they need to succeed.
- Mitigate negative impacts to small business operations through proactive collaboration.
- Fort Collins businesses are resilient ready.
- The creative sector is celebrated and supported for their contributions to the Fort Collins community



### Support Talent & Workforce Today and Tomorrow

- Accessible career pathways meet needs of employers and employees, today and in the future.
- Diversity, equity, inclusion, and access (DEIA) is good business (for the individual business and community as a whole).



### Reposition Fort Collins as an Innovation Leader

- Targeted clusters spur innovative solutions to meet community goals.
- Leverage and engage the regional assets that drive innovation.

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



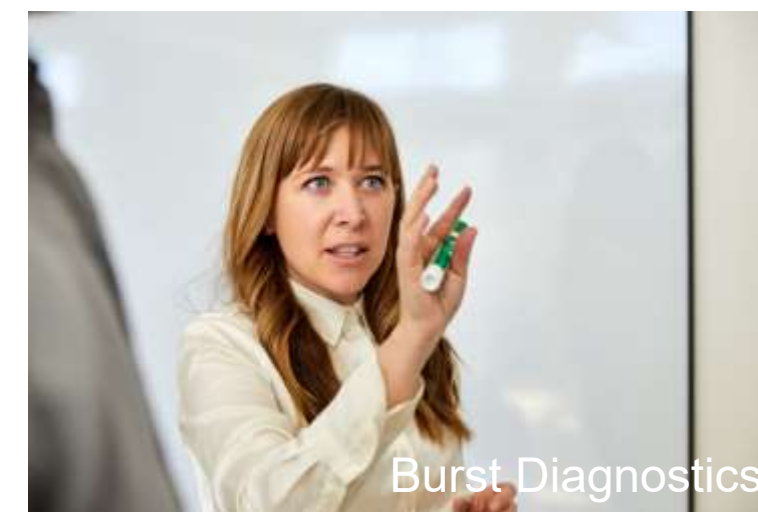
Staff recommends approval and  
adoption of the  
2023 Economic Health Strategic Plan,  
Resolution 2023 – 111





Thank you!

ForFortCollins.com





	Business Retention, Expansion and Attraction	Small Business	Talent and Workforce	Innovation
<b>City Plan</b> - Foster a vibrant, resilient, and inclusive economy.	X	X	X	X
<b>City Plan</b> - Support entrepreneurship and innovation.	X	X	X	X
<b>City Plan</b> - Support local, unique, and creative businesses.		X		X
<b>City Plan</b> - Ensure that an adequate and competitive supply of space and/or land is available to support the needs of businesses and employers of all sizes.	X	X		X
<b>City Plan</b> - Engage and help shape regional economic development efforts.	X	X	X	X
<b>City Plan</b> - Support the development of a skilled and qualified workforce that is connected to employment opportunities in the city and region.	X	X	X	X
<b>Resilient Recovery Plan</b> - Small businesses, creatives, and nonprofits have the resources they need to thrive.		X		
<b>Resilient Recovery Plan</b> - Safe and stable employment, current and future.	X		X	X
<b>Resilient Recovery Plan</b> - Equitable and affordable childcare is accessible.		X	X	
<b>Our Climate Future</b> - Healthy Local Economy and Jobs.	X	X	X	X
<b>Our Climate Future</b> - Zero Waste Economy.	X		X	X