City Council
Regular Meeting Agenda

October 20, 2026 at 6:00 PM

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

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

Carrie Daggett
City Attorney

Kelly DiMartino
City Manager

Delynn Coldiron
City Clerk

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

ATTENDANCE OPTIONS

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

Full instructions for online participation are available at fortcollins.gov/Government/City-Council/Council-Meetings.

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

Call in number: 720 928 9299

Meeting ID: 982 4141 6497

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

Submit written comments:

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

PROCLAMATIONS & PRESENTATIONS
5:00 PM

A) PROCLAMATIONS AND PRESENTATIONS

1. **Declaring the Day of October 20, 2026, as Community Media Day.**

2. **Declaring the Month of October 2026 as Arts and Humanities Month.**

3. **Declaring the Month of October 2026 as Domestic Violence Awareness Month.**

REGULAR MEETING
6:00 PM

Durante esta reunión se dispone de interpretación en español.

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

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

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

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

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

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

- The presiding officer will determine and announce the length of time allowed for each speaker.

• Each speaker will be asked to state their name and general address for the record, and, if their comments relate to a particular agenda item, to identify the agenda item number. Any written comments or materials intended for the Council should be provided to the City Clerk.

• A timer will beep one time and turn yellow to indicate that 30 seconds of speaking time remain and will beep again and turn red when a speaker's time has ended.

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

H) PUBLIC COMMENT FOLLOW-UP

I) COUNCILMEMBER REMOVAL OF ITEMS FROM CONSENT CALENDAR FOR DISCUSSION

CONSENT CALENDAR

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

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

1. **Consideration and Approval of the Minutes of the October 6, 2026, Regular Meeting.**

   The purpose of this item is to approve the minutes of the October 6, 2026, Regular Meeting.

2. **Second Reading of Ordinance No. 132, 2026, Making a Supplemental Appropriation and Authorizing Transfers of Appropriations for the Pedestrian Intersection Improvements Project and Related Art in Public Places.**

   This Ordinance, unanimously adopted on First Reading on October 6, 2026, requests a supplemental appropriation for the Pedestrian Intersection Improvements project (the "Project"). The funding will be used to cover construction costs for the five locations included in the Project. If approved, the item will: (1) transfer $579,934 in Community Capital Improvement Program – Bicycle Infrastructure Improvements funds to the Project; (2) transfer $50,000 in Community Capital Improvement Program – Pedestrian Sidewalk funds to the Project; (3) transfer $50,000 in previously appropriated Transportation Services funds to the Project; (4) transfer $323,536 in Transportation Capital Expansion Fee funds to the Project; (5) appropriate $74 in Transportation Services Reserve funds to the Project; and 6) transfer $3,699 (1% of new Project funding) in capital project funds to the Art in Public Places ("APP") program. This item appropriates and/or transfers $1,003,544 to the Project, for an anticipated total Project funding of $2,460,856. The Project will help make progress towards the City's Vision Zero Goal and aims to improve vulnerable road user safety with infrastructure improvements on the High Injury Network

3. **Second Reading of Ordinance No. 133, 2026, Making a Supplemental Appropriation and Authorizing Transfers of Appropriations for the Lemay and Drake Intersection Improvements Project and Related Art in Public Places.**

This Ordinance, unanimously adopted on First Reading on October 6, 2026, requests a supplemental appropriation for the Lemay and Drake Intersection Improvements project (the "Project"). The funding will be used to complete acquisition of private property adjacent to the intersection right-of-way that is needed for the Project and install a replacement traffic signal. If approved the item will (1) appropriate $1,549,760 in Transportation Capital Expansion Fee funds to the Project; (2) appropriate $307 in Transportation Services Reserve funds to the Project; and (3) transfer $15,347 (1% of new Project funding) in capital projects funds to the Art in Public Places ("APP") program. The Project will help make progress towards the City's Vision Zero Goal and aims to improve safety with infrastructure improvements on the High Injury Network.

4. **Second Reading of Ordinance No. 134, 2026, Appropriating Prior Year Reserves in Support of the Utility Network for the Wastewater Utilities.**

This Ordinance, unanimously adopted on First Reading on October 6, 2026, appropriates $60,000 of supplemental funding within the Wastewater Utilities Fund for One Water's Wastewater Utility Network technology project.

The Utility Network (UN) is a project to be implemented in support of each Utility – Light & Power, Water, Wastewater and Stormwater. Based on the unique needs of each utility's migration to the UN, proposed under different phases, the project will span several years for complete implementation. Each Utility's Fund has incorporated the UN in their respective Capital Improvement Plan. Additions to the project budgets within each Utilities Fund varies based on needs in standing up the UN.

Based on the project timeline in support of the UN being operable for the Wastewater Utilities, there is a current need to obtain professional services for Maximo asset management integration. Absent available funds within Wastewater Utilities UN project budget, this supplemental funding request supports entering into a service agreement before year-end to maintain the project timeline.

5. **Second Reading of Ordinance No. 135, 2026, Annexing the Property Known as the Strauss Lakes Annexation to the City of Fort Collins, Colorado.**

This Ordinance, unanimously adopted on First Reading on October 6, 2026, annexes 147.499 acres of land into the City of Fort Collins. The Strauss Lakes Annexation is a 100% voluntary annexation located on the northeast corner of the Ziegler Road and East Horsetooth Road intersection, within the City's Growth Management Area. The annexation meets all State of Colorado statutory requirements for voluntary annexation, including a contiguous perimeter of 40.5%, well above the one-sixth (16.67%) minimum required by State statute. The annexation is also consistent with the Intergovernmental Agreement for the Fort Collins Growth Management Area between the City of Fort Collins and Larimer County.

There is a related agenda item for zoning on the property.

6. **Second Reading of Ordinance No. 136, 2026, Authorizing the Mayor to Execute an Annexation Agreement Regarding the Strauss Lakes Annexation.**

This Ordinance, unanimously adopted on First Reading on October 6, 2026, mitigates the Owner's risks associated with the requested Zoning, the Overall Development Plan ("ODP") which

is currently in review, their first Project Development Plan ("PDP"), or their anticipated metropolitan district service plan

Cottonwood Land & Farm, LLC, ("Owner") owns the property located at the northeast corner of Ziegler and Horsetooth Roads in the City's Growth Management Area, known as "Strauss Lakes". This 147.499-acre property is the subject of the associated agenda item for the proposed Strauss Lakes Annexation. The Owner has requested an agreement with the City that would grant the right for them to disconnect ("de-annex") from the City in the event that certain approvals are not granted, or they are granted with conditions unacceptable to the Owner.

Staff have reviewed the agreement and are in support of the overall intent and purpose and propose a simplified version of this agreement that achieves these purposes, which is attached as an Exhibit to the Ordinance.

The Owner has proposed a more expansive agreement that includes numerous detailed stipulations described in this item summary.

7. **Second Reading of Ordinance No. 137, 2026, Amending the Zoning Map of the City of Fort Collins and Classifying for Zoning Purposes the Property Included in the Strauss Lakes Annexation to the City of Fort Collins, Colorado, and Approving Corresponding Changes to the Residential Neighborhood Sign District Map and the Lighting Context Area Map.**

This Ordinance, unanimously adopted on First Reading on October 6, 2026, establishes initial City zoning on approximately 147.499 acres of land included in the Strauss Lakes Annexation. The proposed zoning, as recommended by staff and the Planning and Zoning Commission, places approximately 7.664 acres into the Medium Density Mixed-Use Neighborhood ("MMN") zone district, and approximately 139.835 acres into the Low Density Mixed-Use Neighborhood ("LMN") zone district.

Staff also recommends placement of the full 147.499 acres into the Residential Neighborhood Sign District and the LC1 Lighting Context area, to support low ambient lighting standards, as described in standards in the Fort Collins Land Use Code.

The Annexation of this Strauss Lakes property appears as a separate agenda item on the Council agenda.

8. **First Reading of Ordinance No. 138, 2026, Appropriating Unanticipated Philanthropic Revenue Received Through City Give.**

The purpose of this item is to request an appropriation of $59,388.80 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.

9. **First Reading of Ordinance No. 139, 2026, Making a Supplemental Appropriation of Anticipated Grant Revenue and Prior Year Reserves for the Northern Colorado Regional Airport Runway 15/33 Widening Project.**

The purpose of this item is to appropriate $935,499 in anticipated additional funding for the Northern Colorado Regional Airport Runway 15/33 Widening Project. The additional costs are driven primarily by FAA-directed safety modifications identified through the Safety Risk

Management review and increased construction inspection and quality assurance testing to support the project's 24-hour Phase 2 construction schedule. This schedule was implemented to complete the project on time and reduce disruptions to Airport users. The funding also covers necessary infrastructure improvements identified during construction and additional operational support.

The appropriation will be funded by $607,759 in anticipated Federal Aviation Administration (FAA) grant funding and $327,740 in unassigned Airport reserves. No contribution from the City's General Fund is requested.

10. **First Reading of Ordinance No. 140, 2026, Appropriating Unanticipated Grant Revenue from the Colorado Department of Transportation Office of Transportation Safety for the Safer Speeds Fort Collins Program.**

The purpose of this item is to appropriate $79,999.82 of unanticipated grant revenue from the Colorado Department of Transportation Office of Transportation ("CDOT") Safety for the Safer Speeds Fort Collins Program. The funding will support high-visibility speed enforcement, education, and outreach to reduce serious injury and fatal crashes in Fort Collins.

11. **First Reading of Ordinance No. 141, 2026, Approving an Intergovernmental Agreement and Appropriating Unanticipated Grant Revenue from the Colorado Department of Transportation Clean Transit Enterprise for the SB230 Formula Program.**

The purpose of this item is to: 1) appropriate $2,666,024 in unanticipated grant revenue awarded by the Colorado Department of Transportation ("CDOT") Clean Transit Enterprise ("CTE") for operating assistance including salaries, fuel, and preventative maintenance; 2) appropriate $296,225 in local match as required by the grant agreement; and 3) authorize the City Manager to execute the intergovernmental agreement ("IGA") with CDOT to enable the City to receive the grant.

12. **First Reading of Ordinance No. 142, 2026, Amending Section 5.2.1 of the Land Use Code of the City of Fort Collins Concerning Affordable Housing to Align With State of Colorado Requirements.**

The purpose of this item is to align the Land Use Code with Senate Bill (SB) 26-040, Affordable Home Ownership Program, and House Bill (HB) 23-1304, Affordable Housing Programs. This update specifically addresses affordable housing requirements to comply with HB23-1304 adopted in 2023 and SB 26-040 adopted in 2026. These bills working together require jurisdictions to qualify housing projects that restrict at least 50% of the dwellings for sale to 120% of the Average Median Income ("AMI") as affordable housing as being eligible for expedited development review.

13. **First Reading of Ordinance No. 143, 2026, Authorizing Amendment of the City's Purchase and Sale Agreement for 314 North Howes Street with Housing Catalyst.**

The purpose of this item is to authorize an amendment of the City's Purchase and Sale Agreement for 314 North Howes Street with Housing Catalyst. On April 21, 2026, staff brought Resolution 2026-060 to approve an Option Agreement for the potential sale of the property with the intention to convey 314 North Howes to Housing Catalyst at nominal consideration in support of affordable housing. Housing Catalyst then sought to exercise that Option Agreement and in July and August of this year, Council considered Ordinance No. 098, 2026, which authorized the City to enter into a Purchase and Sale Agreement for 314 North Howes. City Council approved Ordinance No. 098, 2026 and that Ordinance became effective August 28, 2026. The City and Housing Catalyst entered into the Purchase and Sale Agreement for 314 North Howes on September 24, 2026.

This Ordinance, if adopted by Council, will approve an amendment to the Purchase and Sale Agreement that will: 1) allow Housing Catalyst to extend closing by up to a year if it receives Low Income Housing Tax Credits for the development; 2) assign the Purchase and Sale Agreement without City permission under specified conditions; 3) update Exhibit B to the Purchase and Sale Agreement, which is the Deed that will be use to convey 314 North Howes; and 4) update Exhibit C to the Purchase and Sale Agreement, which is the Agreement of Restrictive Covenants that will govern the use of 314 North Howes.

14. **Items Relating to the Southridge and Collindale Golf Professionals Agreement.**

A. First Reading of Ordinance No. 144, 2026, Authorizing the One-Year Extension of the Contract with Vince Buelk for Professional Golf Services at Collindale Golf Course.

B. First Reading of Ordinance No. 145, 2026, Authorizing the One-Year Extension of the Contract with DMAC Golf, LLC for Professional Golf Services at Southridge Golf Course.

The purpose of this item is to allow Purchasing to enter into an agreement to extend the contracts of the Golf Professionals at Southridge and Collindale Golf Courses for a one-year term.

15. **First Reading of Ordinance No. 146, 2026, Authorizing the Extension of the Contract Term with Felsburg Holt and Ullevig, Inc., for the West Elizabeth Corridor Concept Design Project for Up to Five Additional Years.**

The purpose of this item is to seek authorization to extend the contract term with Felsburg Holt and Ullevig Inc., for the West Elizabeth Corridor Concept Design Project for up to five (5) additional years from the end of the current term which ends on December 31, 2026.

16. **Resolution 2026-118 Approving FoCo Creates Grant Disbursements.**

The purpose of this item is to approve FoCo Creates (previously “Fort Fund”) grants from the Cultural Development and Programming Account and the Tourism Programming Account for the selected community events in the Special Event Grant – September Deadline category, based upon the recommendations of the FoCo Creates Community Grant Panel and staff.

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.

17. **Public Hearing #2 on 2027-2028 Recommended Budget.**

    The purpose of this item is to hold the second public hearing to gather public input on the 2027-28 budget. Both hearings were set by Council adoption of Resolution 2026-113 at its September 15, 2026, meeting. The City Manager's 2027-28 Recommended Budget can be reviewed at the City Clerk's Office by appointment only and online. Spanish interpretation will be available at all 2027-28 budget related meetings.

18. **First Reading of Ordinance No. 147, 2026, Establishing a Temporary Moratorium on the Acceptance or Processing of Land Use Applications, Permit Applications, and Other Applications Seeking Approval to Construct or Operate Certain Data Centers.**

    The purpose of this item is to implement a moratorium on any new data center as a primary use and any data center as an accessory use above 10 megawatts ("MW"), in the city of Fort Collins.

19. **Items Related to Water Storage for the City Water Utility.**

    A. Resolution 2026-119 Authorizing the City Manager to Withdraw the Application to the U.S. Army Corp of Engineers for a Permit Under Section 404 of the Clean Water Act for the Halligan Water Supply Project.

    B. Resolution 2026-120 Authorizing the City Manager to Execute Agreements with the Northern Integrated Supply Project Water Activity Enterprise for the City to Become a Participant in the Northern Integrated Supply Project and to Store Water Attributable to Some of the City's Own Water Rights in Glade Reservoir.

    C. First Reading of Ordinance No. 148, 2026, Transferring Unexpended and Unencumbered Appropriation of the Halligan Capital Project to the Water Fund Operating (Lapsing) Budget for Participation in the NISP Twenty-Second Interim Agreement and Payment of Additional Participation Analysis Expenses Incurred by the Northern Colorado Water Conservancy District.

    The purpose of this item is to authorize the City Manager to withdraw the application to the U.S. Army Corp of Engineers, execute agreements with the Northern Integrated Supply Project Water Activity Enterprise, and to transfer an appropriation. The City has been working since the late 1980s to enlarge Halligan Reservoir, previously owned by the North Poudre Irrigation Company ("NPIC"), to meet the City's needs for additional water supply and storage. The City began seeking regulatory approval with the U.S. Army Corps of Engineers ("Corps") in 2006 to enlarge Halligan Reservoir as part of the Halligan Water Supply Project ("Halligan Project"). Throughout, City staff continued to evaluate water storage alternatives on a variety of factors (cost, supply impacts, water quality impacts, environmental impacts) as regulatory landscape, costs, and opportunities evolved.

    In light of developments over the last 18 months, including the availability of allotment units in the Northern Integrated Supply Project ("NISP"), updated project and operating costs, and significant

permitting uncertainties for the Halligan Reservoir project, the City's participation in NISP appears more certain than the enlargement of Halligan Reservoir through the Halligan Project. Participation in NISP is projected to result in lower overall rate increases, and, depending on the level of participation, may provide additional storage to help with longer-term City goals including climate adaptation, housing, and economic development.

Staff has been working with the Northern Colorado Water Conservancy District ("Northern") to understand the impacts of joining NISP and negotiate potential participation. Key to this evaluation, and the associated cost benefits to the City, is the ability to bring City water rights to the project. Through this effort, agreements have been drafted that allow the City to buy into NISP with the ability to store water attributable to some of the City's own water in Glade Reservoir.

To pursue these agreements in earnest, staff believes it is also necessary to notify the Corps of the City's intention to join NISP and subsequently withdraw the application to the Corps for a permit under Section 404 of the Clean Water Act for the Halligan Project.

P) RESUMED PUBLIC COMMENT (if applicable)

Q) OTHER BUSINESS

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

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

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

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

R) ADJOURNMENT

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

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

A solicitud, la Ciudad de Fort Collins proporcionará servicios de acceso a idiomas para personas que no dominan el idioma inglés, o ayudas y servicios auxiliares para personas con discapacidad, para que puedan acceder a los servicios, programas y actividades de la Ciudad. Para asistencia, llame al

970.221.6515 (V/TDD: Marque 711 para Relay Colorado). Por favor proporcione aviso previo cuando sea posible. Las solicitudes de interpretación en una reunión deben realizarse antes del mediodía del día anterior.

File Attachments for Item:

1. Declaring the Day of October 20, 2026, as Community Media Day.

PROCLAMATION

WHEREAS, community media centers, public, educational, and governmental (PEG) access channels, and independent media creators provide an invaluable service to our community by ensuring all voices have a platform to be heard; and

WHEREAS, community media fosters civic engagement, advances transparency in local government, and provides essential platforms for local education, arts, and culture; and

WHEREAS, these non-commercial media spaces provide residents with free or affordable access to media production training, electronic communication tools, and technology, effectively narrowing the digital divide; and

WHEREAS, community media serves as a vital first-responder communications network during local emergencies, delivering critical, localized information to residents when they need it most; and

WHEREAS, the dedicated staff, volunteers, and producers of our local media centers work tirelessly to capture the unique diversity, heritage, and spirit of Fort Collins; and

WHEREAS, celebrating Community Media Day highlights the importance of free speech, media literacy, and democratic expression through local communication channels.

NOW, THEREFORE, I, Emily Francis, Mayor of the City of Fort Collins, do hereby proclaim October 20, 2026, as

COMMUNITY MEDIA DAY

in Fort Collins and urge all residents to recognize the vital role that community media plays in keeping our city informed, connected, and engaged.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Fort Collins this 20th day of October, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

File Attachments for Item:

2. Declaring the Month of October 2026 as Arts and Humanities Month.

PROCLAMATION

WHEREAS, October is recognized nationally as Arts and Humanities Month, a time to celebrate the vital role that arts, culture and humanities play in enriching our lives, strengthening and connecting our communities; and

WHEREAS, Fort Collins is home to a vibrant and diverse creative community of artists, cultural organizations, performers, makers, educators, and creative businesses; and

WHEREAS, this community shares voices, experiences, and perspectives, supporting our community's distinct identity and creating spaces where people can gather, learn, celebrate, and build a greater sense of belonging; and

WHEREAS, the local creative economy not only supports jobs, attracts visitors, and strengthens local businesses, it also drives a conservative total of 5.5 million dollars in the local, state and federal tax revenue every year; and

WHEREAS, the City of Fort Collins recognizes that arts and humanities are essential to a thriving community and encourages residents to celebrate, participate in, and support the creative and cultural opportunities that make Fort Collins a vibrant place to live, work, and visit.

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

ARTS AND HUMANITIES MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Fort Collins this 20th day of October, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

File Attachments for Item:

3. Declaring the Month of October 2026 as Domestic Violence Awareness Month.

PROCLAMATION

WHEREAS, Colorado Criminal Code defines domestic violence means an act or threatened act of violence upon a person with whom has been involved in an intimate relationship and any crime against this person, their property, or any municipal ordinance violation against a person and property when used as a method of coercion, control, punishment, intimidation, or revenge; and

WHEREAS, nationally 1 in 2 women and 2 in 5 men have been victims of severe physical violence by an intimate partner in their lifetimes; 15.5 million children are exposed to intimate partner violence each year, and 90% are eyewitnesses to this violence; domestic violence is a leading causes of homelessness for women and children; domestic violence rose by 8% in 2025; and

WHEREAS, in Fort Collins, police handle 3 to 5 domestic violence calls every day; up to 1,800 per year. In Colorado, domestic violence related fatalities have risen 24% since 2024; shelters are experiencing increased need in space; violence has become more extreme; eighty percent of victims are female and eighty-three percent of perpetrators are men, however these statistics do fail to represent our LGBTQ2+ and Black, Indigenous, and other people of color who often face additional barriers to safety and experience domestic violence at disproportionately higher rates; and

WHEREAS, in and around Fort Collins, Crossroads Safehouse & Services (since 1980) and the Zonta Club of Fort Collins (since 1997), and local human and social services agencies, together with volunteers, provide assistance and services to victims and their children including lifesaving crisis intervention, emergency shelter, safety planning, advocacy and support; and

WHEREAS, the City of Fort Collins recognizes multiple efforts by our community partners to bring awareness to and serve our community to support victims of domestic violence. These annual efforts are Domestic Violence Awareness Month in October, and Zonta Says NO to Violence - 16 Days of Activism Against Gender-Based Violence from November 25 to December 10.

NOW, THEREFORE, I, Emily Francis, Mayor of the City of Fort Collins, do hereby proclaim the month of October 2026 as

DOMESTIC VIOLENCE AWARENESS MONTH

and urge residents to join Zonta Club of Fort Collins, the Women and Gender Equity Advisory Board, and Crossroads Safehouse & Services in support of efforts to end gender-based violence and to eliminate the detrimental consequences it has on the well-being of our community.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Fort Collins this 20th day of October, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

File Attachments for Item:

1. Consideration and Approval of the Minutes of the October 6, 2026, Regular Meeting.

The purpose of this item is to approve the minutes of the October 6, 2026, Regular Meeting.

October 20, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Delynn Coldiron, City Clerk

SUBJECT

Consideration and Approval of the Minutes of the October 6, 2026, Regular Meeting.

EXECUTIVE SUMMARY

The purpose of this item is to approve the minutes of the October 6, 2026, Regular Meeting.

STAFF RECOMMENDATION

Staff recommends approval of the minutes.

ATTACHMENTS

1. Draft Minutes, October 6, 2026

October 6, 2026

COUNCIL OF THE CITY OF FORT COLLINS, COLORADO

Council-Manager Form of Government

Regular Meeting – 6:00 PM

PROCLAMATIONS AND PRESENTATIONS

A) PROCLAMATIONS AND PRESENTATIONS

1. **Declaring the Day of October 15, 2026, as Imagine A Day Without Water Day.**

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

2. **Declaring the Week of October 4-10, 2026, as Public Power Week.**

3. **Declaring the Week of October 4-10, 2026, as Fire Prevention Week.**

4. **Declaring the Month of October 2026 as Conflict Resolution Month.**

5. **Declaring the Month of October 2026 as Cybersecurity Awareness Month.**

REGULAR MEETING
6:00 PM

B) CALL MEETING TO ORDER

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

C) PLEDGE OF ALLEGIANCE

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

D) ROLL CALL

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

ABSENT
Councilmember Chris Conway

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

E) CITY MANAGER'S AGENDA REVIEW

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

- Item No. 18, *Resolution 2026-117 Directing City Staff to Present a Temporary Moratorium on Data Centers to Council on October 20, 2026, and to not Accept Any Development Applications or Applications for Other Permits for Covered Data Centers*, was added to the Discussion Agenda.
- Items 1-14 on the Consent Calendar are recommended for adoption.
- Three Discussion Agenda items.

F) COMMUNITY REPORTS – None.

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

Greg Adams expressed concern about E-bikes and motorized vehicles on walking paths and sidewalks in English Ranch.

Courtney Peterson, Women and Gender Equity Advisory Board, expressed opposition to Colorado Propositions 134 and 135 on behalf of the Board.

Kevin Cross, Fort Collins Sustainability Group, requested Council adopt a resolution that would call on Platte River Power Authority to set a specific non-carbon generation goal for 2030 of between 85% and 95%, set a new date for achieving 100% non-carbon generation no later than 2040, either halt plans to build a new fracked gas generating plant or decommission at least part of the PRPA's existing fracked gas generating fleet, and halt the sale of renewable energy credits to entities outside the PRPA's member communities.

Barbara Krupnik-Goldman opposed Platte River Power Authority's proposal to change its resource diversification policy regarding its non-carbon energy generation goal given there is no projected date to replace the former 2030 goal. She also asked about the Colorado Energy Office's grant related to Building Performance Standards.

Ann Hutchison, Fort Collins Area Chamber of Commerce, commended the City Council's priorities and expressed support for *Resolution 2026-116 Approving an Agreement Between Avago Technologies Wireless Manufacturing, LLC and the City to Provide Business Investment Assistance*, *Second Reading of Ordinance No. 118, 2026, Amending the Land Use Code of the City of Fort Collins to Change the Type of Review for Certain Residential Uses*, and the Strauss Lakes Annexation items.

Sally Dowiatt opposed Platte River Power Authority's plan to burn more fracked gas with new gas turbines and to sell the energy.

Tom Griggs opposed Platte River Power Authority's request to remove any deadline date for its current goal of generating 100% of its power from non-carbon electricity by 2030.

Annmarie Izuel Evans, NoCo National Organization for Women, opposed Ballot Amendment 81 and urged Council to adopt a resolution in opposition as well.

Jared Stallones commented on the Plaza Unidas opening, and spoke about North College corridor needs and the proposed 2027-28 City budget.

Andrew Cole spoke about the economic and cultural benefits of supporting the arts.

Jacob Offen spoke about appropriations needed to support arts and culture.

Lori Warren, Human Services and Housing Funding Board, spoke about the benefits of Human Services funding and urged Council to prioritize that funding in the upcoming budget.

Christopher Deile spoke about public safety as it relates to wildlife crossovers. He shared concerns about programs that require treatment first versus housing first and the detriment this would pose to homeless individuals.

Ed Behan, Larimer Alliance for Health, Safety, and the Environment, spoke about Platte River Power Authority's proposed rollback of 100% renewable energy by 2030. He urged Council not to authorize this and to hold PRPA accountable for this goal.

Iliyas Garcia spoke about Platte River Power Authority's proposed rollback of 100% renewable energy by 2030 and urged Council not to allow PRPA to do this.

Kevin Henry spoke about Platte River Power Authority's proposed rollback of 100% renewable energy by 2030. He noted important progress has been made and urged Council to keep PRPA accountable for the 100% goal and to set an interim goal for 2030.

Cherie Trine spoke about Platte River Power Authority's proposed rollback of 100% renewable energy by 2030 and urged Council to hold PRPA accountable and set a new deadline for this.

Ed Stimac spoke about Platte River Power Authority's proposed rollback of 100% renewable energy by 2030 and urged Council to set some realistic and objective goals and deadlines.

Rorey King spoke about Ballot Amendment 81 and urged Council to pass a Resolution opposing this.

Keith Ela spoke about PRPA's proposed rollback of 100% renewable energy by 2030. He urged Council to keep PRPA from putting in any new gas plants and require future power needs to come from renewable energy sources.

Patricia (no last name given) spoke about Ballot Amendment 81 and urged Council to pass a Resolution opposing it.

Christina Swope spoke about Platte River Power Authority's proposed rollback of 100% renewable energy by 2030 and urged Council to hold PRPA accountable and set a new deadline. She thanked Council for adding data centers to the agenda.

Adam Hirschhorn spoke about economic uncertainty.

Joshua Stallings spoke about Ballot Amendment 81 and urged Council to pass a Resolution opposing it.

Kate Austin-Groen spoke about the importance of budgeting for the Lincoln Center and arts and culture in general.

Aubrey Bierman spoke about the proposed 2027 budget for the Lincoln Center and noted the importance of funding arts and culture. She also discussed the impact of increased rental and other charges to small local nonprofits.

Erma Woodfin, Human Services and Housing Funding Board Chair, spoke about the benefits of Human Services funding and urged Council to prioritize that funding in the upcoming budget.

H) PUBLIC COMMENT FOLLOW-UP

Mayor Pro Tem Pignataro thanked the speakers and noted staff connected with Mr. Adams. She stated Council recently had a Work Session on the topic of E-mobility devices. She asked about the status of the Building Performance Standards grant. City Manager DiMartino replied the City did receive the entire grant, which goes through 2028. She noted no major efforts have yet started, though work on Building Performance Standards will continue.

Mayor Pro Tem Pignataro stated she spent the morning at the Platte River Power Authority's Rawhide energy center with a group from across the nation that is here supported by the Environmental Policy Innovation Center and the Property and Environment Research Center. She stated PRPA is still working toward a non-carbon future and is an asset to the community.

Councilmember Hoeven thanked the speakers, specifically Mr. Stallones for his comments about the Plaza Unidas opening.

Councilmember Potyondy commented on the Urban Renewal Authority's purchase of the North College Albertson's property and commended staff on work to activate the space in the form of Plaza Unidas. She thanked those who spoke on ballot initiatives and stated that while Council may not typically officially weigh in on them, individual Councilmembers may speak on their own behalf. She encouraged voters to do research and vote wisely.

Mayor Francis commented on a meeting last week with Platte River Power Authority's four owner communities to discuss setting a new date for the 2030 goal. She noted there is currently no technical path forward to reach the goals that maintain reliability standards and offer affordable rates. She stated no date has been proposed given the future and changing technology are uncertain. She also commented on PRPA's investments in wind and solar and noted that when the Rawhide Power Plant shuts down in 2030, PRPA will be the only large utility provider in Colorado that is not working on coal. Additionally, she noted there are many days when PRPA is operating at 100% renewable energy.

I) COUNCILMEMBER REMOVAL OF ITEMS FROM CONSENT CALENDAR FOR DISCUSSION

None.

J) CONSENT CALENDAR

1. **Consideration and Approval of the Minutes of the September 15, 2026, Regular Meeting.**

   The purpose of this item is to approve the minutes of the September 15, 2026, Regular Meeting.

   Approved.

2. **Second Reading of Ordinance No. 124, 2026, Appropriating Unanticipated Philanthropic Revenue Received Through City Give.**

   This Ordinance, unanimously adopted on First Reading on September 15, 2026, requests an appropriation of $53,200.88 in philanthropic revenue received through City Give. These

miscellaneous gifts to various City departments support a variety of programs and services and are aligned with both the City's strategic priorities and the respective donors' designation.

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

Adopted on Second Reading.

3. **Second Reading of Ordinance No. 125, 2026, Appropriating Unanticipated Grant Revenue from the Department of Justice Office of Justice Programs for the Edward Byrne Memorial Justice Assistance Grant Program.**

This Ordinance, unanimously adopted on First Reading on September 15, 2026, appropriates $17,638.83 of unanticipated grant revenue from the Department of Justice Office of Justice Programs for the Edward Byrne Memorial Justice Assistance Grant Program. The funding will support Fort Collins Police Services as a partner agency of the Northern Colorado Drug Task Force with supplemental overtime and investigative resources necessary to conduct complex, multi-agency investigations targeting drug trafficking organizations.

Larimer County applied for and was awarded $55,357 through the Edward Byrne Memorial Justice Assistance Grant (JAG) program in support of operating the Northern Colorado Drug Task Force (Attachment 1). Fort Collins Police Services, as a subrecipient, will receive $17,638.83.

Adopted on Second Reading.

4. **Items Relating to Appropriating Additional Funds for 2026.**

A. Second Reading of Ordinance No. 126, 2026, Making Supplemental Appropriations in Various City Funds.

B. Second Reading of Ordinance No. 127, 2026, Appropriating Prior Year Reserves in Various City Funds.

C. Second Reading of Ordinance No. 128, 2026, Approving a Transfer of an Appropriation in the Conservation Trust Fund.

These Ordinances, unanimously adopted on First Reading on September 15, 2026, combine dedicated and unanticipated revenues or reserves that need to be appropriated before the end of the year to cover the related expenses that were not anticipated and therefore not included in the 2026 annual budget appropriation. The unanticipated revenue is primarily from fees, charges, rents, contributions and grants that have been paid to City departments to offset specific expenses.

These were reviewed with the Council Finance Committee favorably in the August 31, 2026, meeting.

All Ordinances Adopted on Second Reading.

5. **Second Reading of Ordinance No. 129, 2026, Amending the Landmark Designation of the J.M. Morrison House and Carriage House, 718 West Mountain Avenue, Fort Collins, Colorado, a Fort Collins Landmark Pursuant to City Code Chapter 14, to Remove the Carriage House and Rename the Landmark as the J.M. Morrison Property.**

This Ordinance, unanimously adopted on First Reading on September 15, 2026, requests amendments to the landmark designation of the J.M. Morrison House and Carriage House at 718

West Mountain Avenue. In cooperation with the property owners, City staff and the Historic Preservation Commission (the "Commission") have determined that amendments are necessary to bring this property's historic designation into conformance with best practices for historic preservation. Such amendments include the removal of references to significance Standard 1 (Events) in the area of community planning and development, the removal of the carriage house as a contributing building on the historic property, and the related change of the historic property name to the J.M. Morrison Property.

Adopted on Second Reading.

6. **Second Reading of Ordinance No. 130, 2026, Amending the Landmark Designation of the Marsh/Geist House and Garage, 1006 Laporte Avenue, Fort Collins, Colorado, a Fort Collins Landmark Pursuant to City Code Chapter 14, to Remove the Garage and Rename the Landmark as the Walker/Geist Property.**

This Ordinance, unanimously adopted on First Reading on September 15, 2026, requests amendments to the landmark designation of the Marsh/Geist House and Garage at 1006 Laporte Avenue. In cooperation with the property owners, City staff and the Historic Preservation Commission (the "Commission") have determined that amendments are necessary to bring this property's historic designation into conformance with best practices for historic preservation. Such amendments include the removal of the garage as a contributing building on the historic property and the change of the historic property name to the Walker/Geist Property.

Adopted on Second Reading.

7. **Second Reading of Ordinance No. 131, 2026, Amending Portions of Section 1-15 of the Code of the City of Fort Collins Concerning General Penalties to Allow Restitution for Victims of Misdemeanors, Petty Offenses, and Civil Infractions, to Clarify what can be Requested as Restitution, and to Correct Cross References to Section 1-15.**

This Ordinance, unanimously adopted on First Reading on September 15, 2026, amends City Code Section 1-15 to align its restitution provision.

City Code currently expressly allows for restitution for victims of misdemeanor offenses. This has been the language in the Code since 2005. Because the recent sentencing Code updates have reclassified many prior misdemeanor offenses as civil infractions or petty offenses, the Code must be amended to provide clarity of the intention to allow for restitution on offenses now classified as infractions and petty offenses, which include commonly charged offenses such as theft under $300, criminal mischief under $300, animal at large, and public nuisance.

The proposed amendments ensure that restitution can be made to victims of all non-traffic offenses and clarifies the categories of expenses that can be compensated through restitution.

There is also an error in the lettering of Section 1-15. This proposed amendment would correct that error to re-letter the Restitution section to subsection (f) and the Penalties section to subsection (g).

The Ordinance also directs the codifier of the Code of the City to amend sections of the City Code to remove references to specific subsections of Section 1-15 and replace such references with general references to Section 1-15.

Adopted on Second Reading.

8. **First Reading of Ordinance No. 132, 2026, Making a Supplemental Appropriation and Authorizing Transfers of Appropriations for the Pedestrian Intersection Improvements Project and Related Art in Public Places.**

The purpose of this item is to request a supplemental appropriation for the Pedestrian Intersection Improvements project (the "Project"). The funding will be used to cover construction costs for the five locations included in the Project. If approved, the item will: (1) transfer $579,934 in Community Capital Improvement Program – Bicycle Infrastructure Improvements funds to the Project; (2) transfer $50,000 in Community Capital Improvement Program – Pedestrian Sidewalk funds to the Project; (3) transfer $50,000 in previously appropriated Transportation Services funds to the Project; (4) transfer $323,536 in Transportation Capital Expansion Fee funds to the Project; (5) appropriate $74 in Transportation Services Reserve funds to the Project; and 6) transfer $3,699 (1% of new Project funding) in capital project funds to the Art in Public Places ("APP") program. This item appropriates and/or transfers $1,003,544 to the Project, for an anticipated total Project funding of $2,460,856. The Project will help make progress towards the City's Vision Zero Goal and aims to improve vulnerable road user safety with infrastructure improvements on the High Injury Network.

Adopted on First Reading.

9. **First Reading of Ordinance No. 133, 2026, Making a Supplemental Appropriation and Authorizing Transfers of Appropriations for the Lemay and Drake Intersection Improvements Project and Related Art in Public Places.**

The purpose of this item is to request a supplemental appropriation for the Lemay and Drake Intersection Improvements project (the "Project"). The funding will be used to complete acquisition of private property adjacent to the intersection right-of-way that is needed for the Project and install a replacement traffic signal. If approved the item will (1) appropriate $1,549,760 in Transportation Capital Expansion Fee funds to the Project; (2) appropriate $307 in Transportation Services Reserve funds to the Project; and (3) transfer $15,347 (1% of new Project funding) in capital projects funds to the Art in Public Places ("APP") program. The Project will help make progress towards the City's Vision Zero Goal and aims to improve safety with infrastructure improvements on the High Injury Network.

Adopted on First Reading.

10. **First Reading of Ordinance No. 134, 2026, Appropriating Prior Year Reserves in Support of the Utility Network for the Wastewater Utilities.**

The purpose of this item is to appropriate $60,000 of supplemental funding within the Wastewater Utilities Fund for One Water's Wastewater Utility Network technology project.

The Utility Network (UN) is a project to be implemented in support of each Utility – Light & Power, Water, Wastewater and Stormwater. Based on the unique needs of each utility's migration to the UN, proposed under different phases, the project will span several years for complete implementation. Each Utility's Fund has incorporated the UN in their respective Capital Improvement Plan. Additions to the project budgets within each Utilities Fund varies based on needs in standing up the UN.

Based on the project timeline in support of the UN being operable for the Wastewater Utilities, there is a current need to obtain professional services for Maximo asset management integration. Absent available funds within Wastewater Utilities UN project budget, this supplemental funding request supports entering into a service agreement before year-end to maintain the project timeline.

Adopted on First Reading.

11. **Items Relating to the Strauss Lakes Annexation.**

A. Resolution 2026-114 Setting Forth Findings of Fact and Determinations Regarding the Strauss Lakes Annexation.

B. Public Hearing and First Reading of Ordinance No. 135, 2026, Annexing the Property Known as the Strauss Lakes Annexation to the City of Fort Collins, Colorado.

The purpose of this item is to annex 147.499 acres of land into the City of Fort Collins. The Strauss Lakes Annexation is a 100% voluntary annexation located on the northeast corner of the Ziegler Road and East Horsetooth Road intersection, within the City's Growth Management Area. The annexation meets all State of Colorado statutory requirements for voluntary annexation, including a contiguous perimeter of 40.5%, well above the one-sixth (16.67%) minimum required by State statute. The annexation is also consistent with the Intergovernmental Agreement for the Fort Collins Growth Management Area between the City of Fort Collins and Larimer County.

There is a related agenda item for zoning on the property.

Resolution Adopted and Ordinance Adopted on First Reading.

12. **First Reading of Ordinance No. 136, 2026, Authorizing the Mayor to Execute an Annexation Agreement Regarding the Strauss Lakes Annexation.**

The purpose of the agreement is to mitigate the Owner's risks associated with the requested Zoning, the Overall Development Plan ("ODP") which is currently in review, their first Project Development Plan ("PDP"), or their anticipated metropolitan district service plan

Cottonwood Land & Farm, LLC, ("Owner") owns the property located at the northeast corner of Ziegler and Horsetooth Roads in the City's Growth Management Area, known as "Strauss Lakes". This 147.499-acre property is the subject of the associated agenda item for the proposed Strauss Lakes Annexation. The Owner has requested an agreement with the City that would grant the right for them to disconnect ("de-annex") from the City in the event that certain approvals are not granted, or they are granted with conditions unacceptable to the Owner.

Staff have reviewed the agreement and are in support of the overall intent and purpose and propose a simplified version of this agreement that achieves these purposes, which is attached as an Exhibit to the Ordinance.

The Owner has proposed a more expansive agreement that includes numerous detailed stipulations described in this item summary.

Adopted on First Reading.

13. **First Reading of Ordinance No. 137, 2026, Amending the Zoning Map of the City of Fort Collins and Classifying for Zoning Purposes the Property Included in the Strauss Lakes Annexation to the City of Fort Collins, Colorado, and Approving Corresponding Changes to the Residential Neighborhood Sign District Map and the Lighting Context Area Map.**

The purpose of this item is to establish initial City zoning on approximately 147.499 acres of land included in the Strauss Lakes Annexation. The proposed zoning, as recommended by staff and the Planning and Zoning Commission, places approximately 7.664 acres into the Medium Density Mixed-Use Neighborhood ("MMN") zone district, and approximately 139.835 acres into the Low Density Mixed-Use Neighborhood ("LMN") zone district.

Staff also recommends placement of the full 147.499 acres into the Residential Neighborhood Sign District and the LC1 Lighting Context area, to support low ambient lighting standards, as described in standards in the Fort Collins Land Use Code.

The Annexation of this Strauss Lakes property appears as a separate agenda item on the Council agenda.

Adopted on First Reading.

14. **Resolution 2026-115 Making an Appointment to the Board of Directors of Housing Catalyst.**

The purpose of this item is to fill one vacancy on the Board of Directors of Housing Catalyst.

Adopted on First Reading.

END OF CONSENT CALENDAR

Mayor Pro Tem Pignataro moved, seconded by Councilmember Nelsen, to approve the recommended actions on items 1-14, on the Consent Calendar.

The motion carried 6-0.

K) CONSENT CALENDAR FOLLOW-UP

Councilmember Potyondy commented on Item No. 8, *First Reading of Ordinance No. 132, 2026, Making a Supplemental Appropriation and Authorizing Transfers of Appropriations for the Pedestrian Intersection Improvements Project and Related Art in Public Places*, noting Dana Hornkohl from Engineering met with the Disabilty Advisory Board to discuss accessibility concerns about the project.

L) STAFF REPORTS – None.

M) COUNCILMEMBER REPORTS

Councilmember Anne Nelsen

- Commented on the school consolidation conversation at Poudre School District noting two of the schools recommended for closure are in her Council district, both of which have some of the highest concentrations of poverty, homelessness, English language learners, and students who qualify for special education services. She acknowledged the work of the Board and community members who have put in work to make the recommendations, but stated the families with the least should not be asked to move. She noted the School Board is holding listening sessions over the next couple weeks and encouraged those with more resources to support an option that asks more of them. She also commented on the importance of education in ending poverty.

Councilmember Melanie Potyondy

- Thanked Councilmember Nelsen for speaking from the heart about the school consolidation topic and commented on how difficult it is to not have any input into the decisions as Councilmembers. She echoed equity concerns and stated she hopes the School Board will look at things holistically.
- Attended grand reopenings of the homeless center and CSU Vet School and Hospital.
- Attended the La Familia Fiesta.
- Congratulated Carson Hamlin on being selected as the President Elect for the National Association of Telecommunications Officers and Advisors (NATOA). Mayor Francis and other Councilmembers also congratulated him.

Councilmember Josh Fudge

- Attended the Plaza Unitas opening
- Toured the Southeast Community Center construction site.

Councilmember Amy Hoeven

- Attended the CSU Vet School opening.
- Toured the Republic recycling center in Denver with Councilmember Potyondy.
- Thanked Jamie from Hartford Homes, Kelly from Neighbor to Neighbor, Kristin from Habitat for Humanity, and members of the Human Services Board who have spent extra time with her answering questions.

Mayor Emily Francis

- Noted Plaza Unitas is now open in front of the 1636 North College building and events will be forthcoming.

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

None.

O) CONSIDERATION OF ITEMS PLANNED FOR DISCUSSION

15. **Public Hearing #1 on 2027-2028 Recommended Budget.**

The purpose of this item is to hold the first public hearing to gather public input on the 2027-28 budget. Both hearings were set by Council adoption of Resolution 2026-113 at its September 15, 2026, meeting. The City Manager's 2027-28 Recommended Budget can be reviewed at the City Clerk's Office by appointment only and online. Spanish interpretation will be available at all 2027-28 budget related meetings.

PUBLIC COMMENT

Rich Stave noted the web address for the budget was not the City's web address. He stated the budget is long and somewhat confusing and commented on seemingly duplicative departments. He also noted Connexion has been rolled into the Electric Utility and questioned whether utility ratepayers are funding Connexion.

COUNCIL QUESTIONS/COMMENTS

Mayor Francis encouraged Mr. Stave to send suggestions to Council's email.

16. **Second Reading of Ordinance No. 118, 2026, Amending the Land Use Code of the City of Fort Collins to Change the Type of Review for Certain Residential Uses.**

This Ordinance, adopted on First Reading on September 15, 2026, by a split vote of 5-2 (Nays: Hoeven, Potyondy) brings an amendment to the Land Use Code. At the Ad Hoc Committee on Affordable and Sustainable Growth meetings on July 8, 2026, and August 5, 2026, the Committee directed Staff to bring an amendment to the Land Use Code that moves the level of review for single-unit dwelling, single-unit attached dwelling, two-unit dwelling, multi-unit dwelling, and mixed-use dwelling units to Basic Development Review. The Committee requested staff make these amendments to the Land Use Code in alignment with the Council priority related to

affordable, sustainable growth. City Council also discussed potential changes to permitted uses at the July 14, 2026, work session. ***Staff recommends that Council adopt an alternative to what the Ad Hoc Committee requested and this recommended alternative is included in the Ordinance.***

The recommended alternative changes the Land Use Code level of review for single-unit dwelling, single-unit attached dwelling, two-unit dwelling, multi-unit dwelling, and mixed-use dwelling units to Basic Development Review ("BDR") in most zone districts that currently permit these uses. However, different from what the Ad Hoc Committee directed, staff recommends not changing the level of review for single-unit dwelling, single-unit attached dwelling, and two-unit dwelling in commercial and employment districts since City Plan envisions denser development in these corridors. The Planning & Zoning Commission voted 5-0 to recommend that Council adopt staff's recommended Land Use Code changes with comments.

If Council wishes to adopt the staff recommended Land Use Code changes, the Ordinance as presented should be adopted. This option does not change the level of review to BDR for single-unit dwelling, single-unit attached dwelling, two-unit dwelling, multi-unit dwelling, and mixed-use dwelling units in the commercial and employment zone districts.

If Council wishes to adopt the version the Ad Hoc Committee requested which would change the level of review for single-unit dwelling, single-unit attached dwelling, two-unit dwelling, multi-unit dwelling, and mixed-use dwelling units to BDR in all zone districts as shown in Attachment 2, Council will need to adopt the Ordinance with Attachment 2 substituted for the table currently in the Ordinance.

PUBLIC COMMENT

Adam Hirschhorn shared some information about a Tik Tok account opposing this item and discussed other topics.

Jamie Thorpe spoke in support of the proposed Land Use Code changes and expansion of Basic Development Review.

COUNCIL QUESTIONS/COMMENTS

Councilmember Hoeven asked how the Planning and Zoning Commission's concerns regarding having a threshold for multi-family project size are being addressed. Clay Frickey, Planning Director, replied there are currently no thresholds in place or proposed, though Council could direct that action. He also noted there are several other Code updates currently in the works and a threshold recommendation could be brought forward with that package later in the year.

Councilmember Hoeven stated she will be opposing this item primarily due to process concerns, which she acknowledged have been addressed. She stated she believes providing direct support and assistance to existing renters who are cost burdened would have a more effective impact on housing affordability in the near term, and encouraged the Ad Hoc Committee to consider making that a priority. She also stated she believes the current permit process, construction time to build, and volume of new market rate new housing units are healthy. She stated she believes the proposed changes to reduced permit time and fees may not be effective in the growth of housing units. She encouraged the Ad Hoc Committee to prioritize the recommendations that were provided in the regional housing needs assessment.

Councilmember Potyondy stated she believes her concerns about the initial process related to this item were heard and stated she now feel comfortable supporting the item with the caveat of having more background information for other Ad Hoc Committee recommendations.

Mayor Pro Tem Pignataro moved, seconded by Councilmember Nelsen, to adopt Ordinance No. 118, 2026, Amending the Land Use Code of the City of Fort Collins to Change the Type of Review for Certain Residential Uses, on Second Reading.

The motion carried 5-1.

Yeas: Mayor Francis, Mayor Pro Tem Pignataro, and Councilmembers Nelsen, Fudge, and Potyondy.

Nays: Councilmember Hoeven.

17. **Resolution 2026-116 Approving an Agreement Between Avago Technologies Wireless Manufacturing, LLC and the City to Provide Business Investment Assistance.**

The purpose of this item is to consider a Business Expansion Economic Incentive Agreement between the City and Avago Technologies Wireless Manufacturing, LLC (dba "Avago"). The Avago project will consist of the remodeling and modernizing of Building 2, expansion of Building 4, and capital investment of approximately $950 million in machinery, automation, research and development, abatement equipment and construction materials.

STAFF PRESENTATION

SeonAh Kendall, Economic Development Director, commented on the Economic Strategic Plan that was adopted in December of 2024, noting it outlined being intentional and strategic in terms of economic growth. She noted Council adopted the Business Assistance Policy this year, and it provides one tool to try to support achieving the outcomes Council priorities identified specifically in terms of focusing on small businesses, neighborhood centers, and quality jobs.

Kendall outlined information related to semiconductor manufacturing in the United States and discussed the Broadcom (formerly Avago) expansion proposal and the company's history in Fort Collins. She stated outcomes that this project would achieve include making sure semiconductor manufacturing is still able to happen in Fort Collins, job creation, emission mitigation, and the long-term financial sustainability of the community. Additionally, she outlined the financial incentive package, which will be performance based with rebates occurring after purchases and employment numbers are verified. She stated the incentives could total $8.9 million, which would provide a net new one-time estimate for the City of approximately $43 million. She stated staff recommends adoption of the resolution.

PUBLIC COMMENT

None.

COUNCIL QUESTIONS/COMMENTS

Councilmember Potyondy stated she is comfortable with the package as the incentives are rebate based. She asked if the abatement tools will offset the additional emissions from the larger facility. Kendall replied every new piece of equipment is coming with abatement tools, and the facility will be modernized with additional abatement tools; therefore, emissions are anticipated to be reduced. She stated staff could follow up with additional information.

Councilmember Hoeven asked if the existing timeline for the expansion would remain on track if the resolution is passed. Kendall replied in the affirmative.

Councilmember Fudge supported the resolution and having the focus of the rebate be on the purchase of equipment to abate the impacts to air quality.

Mayor Francis thanked staff and community partners for making this happen, noting it furthers a Council priority.

Mayor Pro Tem Pignataro moved, seconded by Councilmember Nelsen, to adopt Resolution 2026-116 Approving an Agreement Between Avago Technologies Wireless Manufacturing, LLC and the City to Provide Business Investment Assistance.

The motion carried 6-0.

18. **Resolution 2026-117 Directing City Staff to Present a Temporary Moratorium on Data Centers to Council on October 20, 2026, and to not Accept Any Development Applications or Applications for Other Permits for Covered Data Centers.**

This item was added as an amendment to the agenda.

The purpose of this item is to provide clear direction and intent regarding a proposed moratorium on data centers in the city of Fort Collins which will be brought forward on October 20, 2026.

City Manager DiMartino noted this item was the result of a conversation at Leadership Planning Team yesterday.

PUBLIC COMMENT

Chris Denton expressed support for taking time to determine next steps; however, he stated data centers will occur in this region and cautioned that Fort Collins should take steps to ensure they are regulated to its standards rather than the standards of neighboring municipalities.

COUNCIL QUESTIONS/COMMENTS

Councilmember Fudge stated he does not believe he can support this item as currently written and expressed concern about the secondary use component catching some projects that could be valuable to the community.

Councilmember Potyondy stated she would prefer a more conservative approach as she does not feel confident there are appropriate guardrails in place given the pace of development of data centers.

Mayor Pro Tem Pignataro asked if staff is comfortable with the thresholds included in the moratorium language. City Manager DiMartino replied staff originally considered primary use and a megawatt threshold, though staff will be prepared with a deeper analysis should the moratorium come forward.

Mayor Pro Tem Pignataro moved, seconded by Councilmember Nelsen, to adopt Resolution 2026-117 Directing City Staff to Present a Temporary Moratorium on Data Centers to Council on October 20, 2026, and to not Accept Any Development Applications or Applications for Other Permits for Covered Data Centers.

The motion carried 5-1.

Yeas: Mayor Francis, Mayor Pro Tem Pignataro, and Councilmembers Nelsen, Hoeven, and Potyondy.

Nays: Councilmember Fudge.

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

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

Councilmember Hoeven requested support to direct staff to bring forward a resolution for the October 20th meeting stating Council's opposition to Amendment 81 which appears on the November ballot. She stated she believes bring such a resolution forward is in alignment with Council's Legislative Policy Agenda and Colorado Municipal League. She did not receive the requested support.

Mayor Francis commented on Council generally not taking a position on ballot issues. She stated she is comfortable with Colorado Municipal League taking the lead on opposing the item.

Councilmember Potyondy concurred with not supporting formal action as a Council, though she agreed from a personal perspective.

Councilmember Fudge concurred.

OB 2. **Consideration of Motion for Executive Session for Legal Advice related to Capital Expansion Fees:**

Mayor Pro Tem Pignataro moved, seconded by Councilmember Nelsen, that the City Council go into executive session pursuant to:

- City Charter Article Roman Numeral Two, Section 11(2)

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

- Colorado Revised Statutes Section 24-6-402(4)(b) for the purpose of discussing with the City's attorneys and appropriate management staff the following:

1. specific legal questions related to potential litigation related to current or proposed capital expansion fees; and

2. the manner in which current or proposed capital expansion fees may be affected by existing or proposed provisions of federal, state or local law.

The motion carried 6-0.

DRAFT

R) ADJOURNMENT

There being no further business before the Council, the meeting was adjourned at 9:21 p.m.

_____
Mayor

ATTEST:

_____
City Clerk

DRAFT

File Attachments for Item:

2. Second Reading of Ordinance No. 132, 2026, Making a Supplemental Appropriation and Authorizing Transfers of Appropriations for the Pedestrian Intersection Improvements Project and Related Art in Public Places.

This Ordinance, unanimously adopted on First Reading on October 6, 2026, requests a supplemental appropriation for the Pedestrian Intersection Improvements project (the “Project”). The funding will be used to cover construction costs for the five locations included in the Project. If approved, the item will: (1) transfer $579,934 in Community Capital Improvement Program – Bicycle Infrastructure Improvements funds to the Project; (2) transfer $50,000 in Community Capital Improvement Program – Pedestrian Sidewalk funds to the Project; (3) transfer $50,000 in previously appropriated Transportation Services funds to the Project; (4) transfer $323,536 in Transportation Capital Expansion Fee funds to the Project; (5) appropriate $74 in Transportation Services Reserve funds to the Project; and 6) transfer $3,699 (1% of new Project funding) in capital project funds to the Art in Public Places (“APP”) program. This item appropriates and/or transfers $1,003,544 to the Project, for an anticipated total Project funding of $2,460,856. The Project will help make progress towards the City’s Vision Zero Goal and aims to improve vulnerable road user safety with infrastructure improvements on the High Injury Network

October 20, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Florian Fiebig, Project Manager
Dana Hornkohl, Capital Projects Manager
Cortney Geary, Active Modes Manager

SUBJECT

Second Reading of Ordinance No. 132, 2026, Making a Supplemental Appropriation and Authorizing Transfers of Appropriations for the Pedestrian Intersection Improvements Project and Related Art in Public Places.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on October 6, 2026, requests a supplemental appropriation for the Pedestrian Intersection Improvements project (the "Project"). The funding will be used to cover construction costs for the five locations included in the Project. If approved, the item will: (1) transfer $579,934 in Community Capital Improvement Program – Bicycle Infrastructure Improvements funds to the Project; (2) transfer $50,000 in Community Capital Improvement Program – Pedestrian Sidewalk funds to the Project; (3) transfer $50,000 in previously appropriated Transportation Services funds to the Project; (4) transfer $323,536 in Transportation Capital Expansion Fee funds to the Project; (5) appropriate $74 in Transportation Services Reserve funds to the Project; and 6) transfer $3,699 (1% of new Project funding) in capital project funds to the Art in Public Places ("APP") program. This item appropriates and/or transfers $1,003,544 to the Project, for an anticipated total Project funding of $2,460,856. The Project will help make progress towards the City's Vision Zero Goal and aims to improve vulnerable road user safety with infrastructure improvements on the High Injury Network

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

The Project includes improvements at five locations within the City, two on the High Injury Network and three others that help establish safe routes to school. The locations were all identified in the adopted Active Modes Plan and received Highway Safety Improvement Program ("HSIP") funding through the Colorado Department of Transportation ("CDOT"). All five locations include pedestrian and bicycle safety improvements (Project Location Map.) Transportation Planning and Engineering staff determined the locations would likely be good candidates for HSIP funding through CDOT's annual call for projects. The proposed improvements at the five chosen locations are likely to have a significant positive safety impact. The improvements proposed at each location are listed below. All proposed improvements will meet the federal Access Board's Public Right-of-Way Accessibility Guidelines ("PROWAG").

- The Project includes improvements at five locations within the City, two on the High Injury Network and three others that help establish safe routes to school. The locations were all identified in the adopted Active Modes Plan and received Highway Safety Improvement Program ("HSIP") funding through the Colorado Department of Transportation ("CDOT"). All five locations include pedestrian and bicycle safety improvements (Project Location Map.) Transportation Planning and Engineering staff determined the locations would likely be good candidates for HSIP funding through CDOT's annual call for projects. The proposed improvements at the five chosen locations are likely to have a significant positive safety impact. The improvements proposed at each location are listed below. All proposed improvements will meet the federal Access Board's Public Right-of-Way Accessibility Guidelines ("PROWAG").West Prospect Road & Prospect Lane: Pedestrian Hybrid Beacon ("PHB")

- East Mulberry Street & Remington Street: Traffic signal replacement and ramp improvements
- Sharp Point Drive & March Court: Rectangular Rapid Flashing Beacon ("RRFB")
- Lake Street & Aggie Trail: RRFB
- Kechter Road & Old Mill Road: RRFB

Each location was selected based on documented crash history, pedestrian and bicycle demand, and proximity to schools and other pedestrian generators. West Prospect Road and Prospect Lane is an uncontrolled crossing that will receive a new PHB. East Mulberry Street and Remington Street is an existing signalized intersection that experienced 74 crashes from 2016 through 2020, including 11 approach-turn crashes; the Project will evaluate converting the signal to protected-only left-turn phasing to reduce these conflicts, along with PROWAG ramp improvements. Sharp Point Drive and March Court serves Liberty Common Elementary School; West Lake Street and Aggie Trail is a midblock crossing through the Colorado State University ("CSU") campus; and Kechter Road and Old Mill Road serves Preston Middle School and other nearby schools. The Project includes improvements designed to protect vulnerable road users and is in alignment with the City's Strategic Plan, Transportation and Mobility Goal 7.1.3 Reduce Speeds/Safe Infrastructure.

The City applied for and was awarded federal HSIP funding administered by CDOT for these locations in 2022 and 2023. City Council appropriated this funding, the required local match, and the related APP contributions for the Project with Ordinance No. 132, 2024. Council l appropriated two contributions from development ($20,000 and $52,485) to the Project with Ordinance No. 021, 2025 and Ordinance No. 192, 2025.

The Project design for the locations began in March 2025. The design has progressed through CDOT Field Inspection Review (30%) and Final Office Review (90%). Once the designs are finalized and all CDOT clearances are approved, the Project will be ready to advertise for construction. Staff are targeting construction bid advertisement later in 2026.

Staff requests a supplemental appropriation of $1,003,544 to construct the Project. A transfer of $3,699 is proposed to fulfill the Project's obligation to the APP program.

CITY FINANCIAL IMPACTS

This item would appropriate $1,003,544 to support construction for the Pedestrian Intersection Improvements project.

The following is a summary of the current and proposed funding appropriations and transfers for the Project.

Previously Appropriated and/or Transferred Funds		
Highway Safety Improvement Program (HSIP)	$	1,250,326
Community Capital Improvement Program - Bicycle Infrastructure Improvements (CCIP-BII)	$	88,925
Transportation Services Reserve Fund (TSRF)	$	50,500
Development Contribution (DC)	$	72,485
Art in Public Places (APP) Program	$	(1,225)
Total Prior Appropriation	**$**	**1,461,011**

Funds to be Appropriated and/or Transferred per this Action		
Community Capital Improvement Program - Bicycle Infrastructure Improvements (CCIP-BII)	$	579,934
Community Capital Improvement Program - Pedestrian Sidewalk (CCIP-PS)	$	50,000
Transportation Services Funds (TSF), previously appropriated	$	50,000
Transportation Capital Expansion Fee (TCEF)	$	323,536
Transportation Services Reserve Fund (TSRF)	$	74
Total Funds to be Appropriated and/or Transferred per this Action	**$**	**1,003,544**

Transfer to Art in Public Places	**$**	**3,699**

Total Project Funds	**$**	**2,460,856**

The total fund amount projected for this Project is $2,460,856 composed of funds appropriated and transferred with prior actions and with this action.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The Project locations were identified as part of the Active Modes Plan adopted by Council in December 2022.

The Project was presented to the Disability Advisory Board ("DAB") on May 18, 2026. The Board was supportive of the improvements and made recommendations for minor modifications (DAB Meeting Minutes).

The Project was presented to the Active Modes Advisory Board on September 21, 2026. The Board was supportive of the Project.

PUBLIC OUTREACH

A public engagement process was conducted as part of the City's Active Modes Plan, which identified these locations as high priorities for pedestrian and bicycle safety improvements based on documented crash history, school proximity, and community input. Door-to-door engagement by staff and a public open house was held for the residents in the Sheely neighborhood, given several residents' questions. Staff have conducted project-specific outreach with CSU, for the West Lake Street and Aggie Trail location, and area schools: Liberty Common Elementary School for the Sharp Point Drive and March Court site, and Preston Middle School near the Kechter Road and Old Mill Road location. Staff will work with Communications and Engagement to notify residents in advance of construction at each location.

ATTACHMENTS / LINKS

First Reading attachments available in October 6, 2026, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 132, 2026

ORDINANCE NO. 132, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING A SUPPLEMENTAL APPROPRIATION AND
AUTHORIZING TRANSFERS OF APPROPRIATIONS FOR THE
PEDESTRIAN INTERSECTION IMPROVEMENTS PROJECT AND
RELATED ART IN PUBLIC PLACES

A. The purpose of this Ordinance is to appropriate Community Capital Improvement Program funds, Transportation Services funds, Transportation Capital Expansion Fee funds and Transportation Services Reserve funds for the Pedestrian Intersection Improvements project (the "Project"). The funds will be used to cover construction costs for the five locations included in the Project.

B. The Project helps make progress towards the City's Vision Zero Goal and aims to improve vulnerable road user safety with infrastructure improvements on the High Injury Network. The five locations included in the Project include two on the High Injury Network and three others that help establish safe routes to school. The locations were identified in the City's Active Modes Plan and selected based on documented crash history, pedestrian and bicycle demand, and proximity to schools and other pedestrian generators.

C. All five locations include improvements that are designed to protect vulnerable road users and that are likely to have a significant positive safety impact, and all proposed improvements will meet the federal Access Board's Public Right-of-Way Accessibility Guidelines ("PROWAG").

D. The first intersection is West Prospect Road and Prospect Lane, which is an uncontrolled crossing on the High Injury Network. The Project proposes that this location receive a new Pedestrian Hybrid Beacon.

E. The second intersection is East Mulberry Street and Remington Street, which is an existing signalized intersection that experienced 74 crashes from 2016 through 2020, including 11 approach-turn crashes, and is on the High Injury Network. The Project will evaluate converting the signal to protected-only left-turn phasing to reduce these conflicts, along with implementing PROWAG ramp improvements.

F. The remaining three intersection improvements will help establish safe routes to school: Sharp Point Drive and March Court serves Liberty Common Elementary School; West Lake Street and Aggie Trail is a midblock crossing through the Colorado State University campus; and Kechter Road and Old Mill Road serves Preston Middle School and other nearby schools. The Project proposes that each of these locations receives a Rectangular Rapid Flashing Beacon.

G. The City was awarded Highway Safety Improvement Program ("HSIP") grant funds for the Project for these locations in 2022 and 2023. City Council approved

the Project and appropriated this funding, the required local match, and the related Art in Public Places ("APP") contributions in Ordinance No. 132, 2024. City Council appropriated two development contributions for the Project with Ordinance No. 021, 2025, and Ordinance No. 192, 2025.

H. The Project design for the locations began in March 2025, and has since progressed to ninety percent completion, with the necessary Colorado Department of Transportation ("CDOT") reviews. Once the designs are finalized and all CDOT clearances are approved, the Project will be ready to advertise for construction. Construction bid advertisement is targeted to begin in late 2026.

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

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

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

L. The City Manager has recommended the transfer of $579,934 from the Community Capital Improvement Program – Bicycle Infrastructure Improvements program budget in the Capital Projects fund, $50,000 from the Community Capital Improvement Program – Pedestrian Sidewalk budget in the Capital Projects fund, $50,074 from the Transportation Services fund, and $323,536 in the Transportation Capital Expansion Fee fund to the Capital Projects fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

M. This Project involves construction estimated to cost more than $250,000 and, as such, City Code Section 23-304 requires one percent of these appropriations to

be transferred to the Cultural Services and Facilities fund for a contribution to the APP program.

N. The total additional APP-eligible project cost of $369,911 has been used to calculate the contribution to the APP program.

O. The amount to be contributed in this Ordinance will be $3,699.

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

Q. City Council wishes to designate the appropriations herein for the Pedestrian Intersection Improvements project as appropriations that shall not lapse until the completion of the Project.

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

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

Section 1. The unexpended and unencumbered appropriated amount of FIVE HUNDRED SEVENTY-NINE THOUSAND NINE HUNDRED THIRTY-FOUR DOLLARS ($579,934) is authorized for transfer from the Community Capital Improvement Program – Bicycle Infrastructure Improvements program account in the Capital Projects fund to the capital project account in the Capital Projects fund and appropriated therein to be expended for the Pedestrian Intersection Improvements Project.

Section 2. The unexpended and unencumbered appropriated amount of FIFTY THOUSAND DOLLARS ($50,000) is authorized for transfer from the Community Capital Improvement Program – Pedestrian Sidewalk program account in the Capital Projects fund to the capital project account in the Capital Projects fund and appropriated therein to be expended for the Pedestrian Intersection Improvements Project.

Section 3. The unexpended and unencumbered appropriated amount of FIFTY THOUSAND DOLLARS ($50,000) is authorized for transfer from the Transportation Services fund to the Capital Projects fund and appropriated therein to be expended for the Pedestrian Intersection Improvements Project.

Section 4. There is hereby appropriated from prior year reserves in the Transportation Capital Expansion Fee fund the sum of THREE HUNDRED TWENTY-THREE THOUSAND FIVE HUNDRED THIRTY-SIX DOLLARS ($323,536) to be

expended in the Transportation Capital Expansion Fee fund for transfer to the Capital Projects fund and appropriated therein to be expended for the Pedestrian Intersection Improvements Project.

Section 5. There is hereby appropriated from prior year reserves in the Transportation Services fund the sum of SEVENTY-FOUR DOLLARS ($74) to be expended in the Transportation Services fund for transfer to the Capital Projects fund and appropriated therein to be expended for the Pedestrian Intersection Improvements Project.

Section 6. The unexpended and unencumbered appropriated amount of TWO THOUSAND EIGHT HUNDRED EIGHTY-FIVE DOLLARS ($2,885) in the Capital Projects fund is hereby authorized for transfer to the Arts and Culture fund and appropriated and expended therein to fund art projects under the APP program.

Section 7. The unexpended and unencumbered appropriated amount of SEVEN HUNDRED FORTY DOLLARS ($740) in the Capital Projects fund is hereby authorized for transfer to the Arts and Culture fund and appropriated and expended therein for the operation costs of the APP program.

Section 8. The unexpended and unencumbered appropriated amount of SEVENTY-FOUR DOLLARS ($74) in the Capital Projects fund is hereby authorized for transfer to the Arts and Culture fund and appropriated and expended therein for the maintenance costs of the APP program.

Section 9. The appropriations herein for the Pedestrian Intersection Improvements Project are hereby designated, as authorized in Article V, Section 11 of the City Charter, as appropriations that shall not lapse at the end of this fiscal year but continue until the completion of the Project.

Introduced, considered favorably on first reading on October 6, 2026, and approved on second reading for final passage on October 20, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: October 30, 2026
Approving Attorneys: Rebecca Bayetti and Heather N. Jarvis

Exhibit: None

File Attachments for Item:

3. Second Reading of Ordinance No. 133, 2026, Making a Supplemental Appropriation and Authorizing Transfers of Appropriations for the Lemay and Drake Intersection Improvements Project and Related Art in Public Places.

This Ordinance, unanimously adopted on First Reading on October 6, 2026, requests a supplemental appropriation for the Lemay and Drake Intersection Improvements project (the "Project"). The funding will be used to complete acquisition of private property adjacent to the intersection right-of-way that is needed for the Project and install a replacement traffic signal. If approved the item will (1) appropriate $1,549,760 in Transportation Capital Expansion Fee funds to the Project; (2) appropriate $307 in Transportation Services Reserve funds to the Project; and (3) transfer $15,347 (1% of new Project funding) in capital projects funds to the Art in Public Places ("APP") program. The Project will help make progress towards the City's Vision Zero Goal and aims to improve safety with infrastructure improvements on the High Injury Network.

October 20, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Florian Fiebig, Project Manager
Dana Hornkohl, Capital Projects Manager

SUBJECT

Second Reading of Ordinance No. 133, 2026, Making a Supplemental Appropriation and Authorizing Transfers of Appropriations for the Lemay and Drake Intersection Improvements Project and Related Art in Public Places.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on October 6, 2026, requests a supplemental appropriation for the Lemay and Drake Intersection Improvements project (the "Project"). The funding will be used to complete acquisition of private property adjacent to the intersection right-of-way that is needed for the Project and install a replacement traffic signal. If approved the item will (1) appropriate $1,549,760 in Transportation Capital Expansion Fee funds to the Project; (2) appropriate $307 in Transportation Services Reserve funds to the Project; and (3) transfer $15,347 (1% of new Project funding) in capital projects funds to the Art in Public Places ("APP") program. The Project will help make progress towards the City's Vision Zero Goal and aims to improve safety with infrastructure improvements on the High Injury Network.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

The Lemay Avenue and Drake Road intersection (Project Location Map) has an excess crash cost of $460,000 compared to a typical four-legged intersection where the roadways meet at right angles. This is determined by evaluating statistical safety performance using Colorado Department of Transportation ("CDOT") methodology. The intersection is in the top five with safety concerns in Fort Collins and registers as a Level of Service of Safety ("LOSS") IV using CDOT analysis techniques. This means the intersection has a high potential for crash reduction. It experiences almost three more injury crashes per year than would be expected given volumes and geometry. Of special concern are approach-turn crashes, with statistically far more crashes than anticipated.

The intent of this Project is to eliminate most of the conflicts that result in traffic crashes at the intersection. The proposed improvements (Project Typical Section and Site Plan) will add a southbound right-turn lane and convert the traffic signal from a "doghouse" style protected/permissive signal to flashing yellow arrows that can be operated protected-only on all four approaches. A protected signal is when, on the green arrow, drivers are given the right-of-way to complete their turns, free of other traffic conflicts. A protected/permissive signal is when a green arrow indicates a protected turn, and there is also a permissive

phase in which the left-turning vehicles must yield to the opposing traffic during the green indication. This will require a rebuild of the signal system with new signal poles and mast arms. The southbound approach is the highest volume approach, particularly during the afternoon peak period, and the approach with the highest propensity for rear-end crashes. Adding a southbound right turn lane is expected to reduce total crashes by 14% (Harwood et al. 2002, Crash Modification Factors Clearinghouse). The addition of flashing yellow arrows that can be operated in protected-only mode by time of day, such as during peak hour, will be used to target the unusual number of approach-turn crashes at the intersection. Based on experience at other locations in Fort Collins where this treatment has been used, the City anticipates about an 80% reduction in approach-turn crashes. The Project also includes improvements for active modes users. Existing refuge islands on the northwest and southeast corners are being expanded to better accommodate multiple users or cyclists with trailers. Accessible ramps at all four corners will be replaced to meet current federal Access Board Public Right-of-Way Accessibility Guidelines ("PROWAG"). The proposed channelized southbound right-turn lane will include a raised pedestrian crossing to protect active modes users. The Project is located on the City's High Injury Network and seeks to reduce motor vehicle crashes. The Project includes improvements designed to protect vulnerable road users and is in alignment with the City's Strategic Plan, Transportation & Mobility Goal 7.1.3 Reduce Speeds/Safe Infrastructure.

The City was awarded Highway Safety Improvement Program ("HSIP") grant funding from CDOT that was appropriated by City Council in 2023 (Ordinance No 135, 2023). The Project design effort began in 2024. The City's Real Estate Services Department has assisted with the acquisition of additional right-of-way on the northwest corner needed to construct the channelized right turn. The design effort is nearing completion and the estimated cost for the Project has increased significantly since the grant application cost estimate prepared in 2020, primarily escalation in the acquisition and construction costs.

Staff requests a supplemental appropriation of $1,550,067 to complete the right-of-way acquisition and construct the Project. A transfer of $15,347 is proposed to fulfill the Project's obligation to the APP program.

CITY FINANCIAL IMPACTS

This item would appropriate $1,550,067 to support acquisition and construction for the Lemay and Drake Intersection Improvements project.

The following is a summary of the current and proposed funding appropriations and transfers for the Project.

Previously Appropriated and/or Transferred Funds		
Highway Safety Improvement Program (HSIP)	$	900,072
Community Capital Improvement Program - Arterial Intersection Improvements (CCIP-AII)	$	200,008
Art in Public Places (APP) Program	$	(1,000)
Total Prior Appropriation	**$**	**1,099,080**

Funds to be Appropriated and/or Transferred with this Action		
Transportation Capital Expansion Fee (TCEF)	$	1,549,760
Transportation Services Reserve Fund (TSRF)	$	307
Net Total Funds to be Appropriated per this Action	**$**	**1,550,067**

Proposed Transfer to Art in Public Places (APP) Program	**$**	**15,347**

Total Proposed Project Funds	**$**	**2,633,800**

The total fund amount projected for this Project is $2,633,800 composed of funds appropriated and transferred with prior actions and this action.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

City Council adopted the Transportation Capital Projects Prioritization Study ("TCPPS") on September 19, 2023. The study recommended the Project (No. 7 of 15). The study was also brought to the Transportation Board on August 16, 2023, and the Bike Advisory Committee on August 28, 2023, and both bodies supported the results of the study. The Project has been before City Council on one occasion resulting in an appropriation to the Project: Ordinance No. 135, 2023.

Staff presented the Project to the Active Modes Advisory Board on September 21, 2026. The Board was supportive of the Project.

PUBLIC OUTREACH

A public engagement plan was established as part of the development of the TCPPS work plan. This effort included a bilingual webpage on ourcity.fcgov.com, social media platforms, press releases, newsletters published by the City and various organizations, email distribution in coordination with the Larimer County Department of Health and Environment, and an in-person open house table for the West Elizabeth Corridor Design Project in July 2021.

A virtual open house for TCPPS was held from October 14 - 31, 2021, to provide a progress update, display analysis findings, garner feedback, and encourage viewers to take a public survey if they hadn't done so already. The public survey was accessed by 472 visitors, contributed to by 166 unique people, and received 1,020 pins/comments.

The Project has been featured at City of Fort Collins Transportation Project Fairs held on February 23, 2023, February 22, 2024, March 6, 2025, and February 6, 2026. The Project was discussed at the Active Modes Advisory Board meeting on September 21, 2026.

Staff will work with the Communications and Engagement Department to alert residents to Project construction.

ATTACHMENTS / LINKS

First Reading attachments available in October 6, 2026, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 133, 2026

ORDINANCE NO. 133, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING A SUPPLEMENTAL APPROPRIATION AND AUTHORIZING TRANSFERS OF APPROPRIATIONS FOR THE LEMAY AND DRAKE INTERSECTION IMPROVEMENTS PROJECT AND RELATED ART IN PUBLIC PLACES

A. The purpose of this Ordinance is to appropriate Transportation Capital Expansion Fee funds and Transportation Services Reserve funds for the Lemay Avenue and Drake Road Intersection Improvements project (the "Project"). The funds will be used to acquire private property adjacent to the intersection right-of-way that is needed for the Project and to install a replacement traffic signal at the intersection of Lemay Avenue and Drake Road.

B. The intersection of Lemay Avenue and Drake Road is a crossroads that experiences almost three more injury crashes per year than would be expected given its volumes and geometry and has an excess crash cost of $460,000 per year compared to a typical four-legged intersection where the roadways meet at right angles. Approach-turn crashes at the intersection occur far more frequently than statistically anticipated and, in particular, the southbound approach is the highest volume approach with the highest propensity for rear-end crashes.

C. The Lemay Avenue and Drake Road intersection is in the top five intersections of safety concerns in the City and registers under Colorado Department of Transportation ("CDOT") Level of Service of Safety ("LOSS") analysis techniques as a LOSS IV—an intersection that has a high potential for crash reduction.

D. The Project has been developed to address the safety concerns presented by this intersection and eliminate most of the conflicts that result in crashes at this location, which is on the City's High Injury Network.

E. The Project's proposed improvements will add a southbound right-turn lane and will convert the signals on all four approaches to flashing yellow arrows that can be operated in protected-only mode by time of day, during which the protected operation provides a green arrow for drivers to have the right-of-way to complete their turns.

F. The proposed improvements require a rebuild of the signal system with new signal poles and mast arms to replace existing "doghouse" style protected/permissive signals, which have both a protected phase with a green arrow and a permissive phase in which the left-turning vehicles must yield to the opposing traffic during the green indication.

G. Based on experience at other locations in Fort Collins where treatments such as the proposed Project improvements have been used, the City anticipates an 80% reduction in approach-turn crashes at the intersection due to the improvements.

H. The Project also involves improvements for active modes users, including expanded refuge islands on the northwest and southeast corners, the replacement of accessible ramps at all four corners to meet current federal guidelines, and a raised pedestrian crossing in the proposed channelized southbound right-turn lane.

I. The City was awarded Highway Safety Improvement Program ("HSIP") grant funds for the Project, with project delivery oversight pursuant to an Intergovernmental Agreement (the "IGA") with CDOT that requires a ninety percent to ten percent federal to local funding split. City Council approved and appropriated funds for the Project in Ordinance No. 135, 2023.

J. The Project design effort began in 2024 and is nearing completion, and the City is working to acquire additional right-of-way on the northwest corner of the intersection that is needed to construct the proposed channelized southbound right-turn lane.

K. Since the grant application cost estimate prepared in 2020, the estimated cost for the Project has significantly increased, primarily due to increased acquisition and construction costs. Due to these increased costs, supplemental appropriations for the Project are required.

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

M. The City Manager has recommended the appropriations described in Sections 1 and 2 and determined that the appropriations described in those sections are available and previously unappropriated from the Transportation Capital Expansion Fee fund and the Transportation Services fund, as applicable, and that these appropriations will not cause the total amount appropriated in the Transportation Capital Expansion Fee fund or the Transportation Services fund, as applicable, to exceed the current estimate of actual and anticipated revenues and all other funds to be received in these funds during this fiscal year.

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

O. The City Manager has recommended the transfer of appropriations in Sections 1 through 5 below, including $1,549,760 from the Transportation Capital Expansion Fee fund to the Capital Projects fund, $307 from the Transportation Services fund to the Capital Projects fund, and $15,347 from the Capital Projects fund to the Arts and Culture fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

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

Q. The total project cost of $1,534,720 has been used to calculate the contribution to the APP program.

R. The amount to be contributed in this Ordinance will be $15,347.

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

T. City Council wishes to designate the appropriations herein for the Lemay and Drake Intersection Improvements project as appropriations that shall not lapse until the completion of the Project.

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

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

Section 1. There is hereby appropriated from prior year reserves in the Transportation Capital Expansion Fee fund the sum of ONE MILLION FIVE HUNDRED FORTY-NINE THOUSAND SEVEN HUNDRED SIXTY DOLLARS ($1,549,760) to be expended in the Transportation Capital Expansion Fee fund for transfer to the Capital Projects fund to be expended therein for the Lemay and Drake Intersection Improvements project.

Section 2. There is hereby appropriated from prior year reserves in the Transportation Services fund the sum of THREE HUNDRED SEVEN DOLLARS ($307) to be expended in the Transportation Services fund for transfer to the Capital Projects fund to be expended therein for the Lemay and Drake Intersection Improvements project.

Section 3. The unexpended and unencumbered appropriated amount of ELEVEN THOUSAND NINE HUNDRED SEVENTY-ONE DOLLARS ($11,971) in the Capital Projects fund is hereby authorized for transfer to the Arts and Culture fund and appropriated and expended therein to fund art projects under the APP program.

Section 4. The unexpended and unencumbered appropriated amount of THREE THOUSAND SIXTY-NINE DOLLARS ($3,069) in the Capital Projects fund is hereby authorized for transfer to the Arts and Culture fund and appropriated and expended therein for the operation costs of the APP program.

Section 5. The unexpended and unencumbered appropriated amount of THREE HUNDRED SEVEN DOLLARS ($307) in the Capital Projects fund is hereby authorized for transfer to the Arts and Culture fund and appropriated and expended therein for the maintenance costs of the APP program.

Section 6. The appropriations herein for the Lemay and Drake Intersection Improvements project are hereby designated, as authorized in Article V, Section 11 of the City Charter, as appropriations that shall not lapse at the end of this fiscal year but continue until the completion of the Project.

Introduced, considered favorably on first reading on October 6, 2026, and approved on second reading for final passage on October 20, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: October 30, 2026
Approving Attorneys: Rebecca Bayetti and Heather N. Jarvis

Exhibit: None

File Attachments for Item:

4. Second Reading of Ordinance No. 134, 2026, Appropriating Prior Year Reserves in Support of the Utility Network for the Wastewater Utilities.

This Ordinance, unanimously adopted on First Reading on October 6, 2026, appropriates $60,000 of supplemental funding within the Wastewater Utilities Fund for One Water's Wastewater Utility Network technology project.

The Utility Network (UN) is a project to be implemented in support of each Utility – Light & Power, Water, Wastewater and Stormwater. Based on the unique needs of each utility's migration to the UN, proposed under different phases, the project will span several years for complete implementation. Each Utility's Fund has incorporated the UN in their respective Capital Improvement Plan. Additions to the project budgets within each Utilities Fund varies based on needs in standing up the UN.

Based on the project timeline in support of the UN being operable for the Wastewater Utilities, there is a current need to obtain professional services for Maximo asset management integration. Absent available funds within Wastewater Utilities UN project budget, this supplemental funding request supports entering into a service agreement before year-end to maintain the project timeline.

October 20, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Maya Coleman, Senior Manager, Utilities GIS Operations
Kerri Ishmael, FP&A Manager, Utilities Finance

SUBJECT

Second Reading of Ordinance No. 134, 2026, Appropriating Prior Year Reserves in Support of the Utility Network for the Wastewater Utilities.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on October 6, 2026, appropriates $60,000 of supplemental funding within the Wastewater Utilities Fund for One Water's Wastewater Utility Network technology project.

The Utility Network (UN) is a project to be implemented in support of each Utility – Light & Power, Water, Wastewater and Stormwater. Based on the unique needs of each utility's migration to the UN, proposed under different phases, the project will span several years for complete implementation. Each Utility's Fund has incorporated the UN in their respective Capital Improvement Plan. Additions to the project budgets within each Utilities Fund varies based on needs in standing up the UN.

Based on the project timeline in support of the UN being operable for the Wastewater Utilities, there is a current need to obtain professional services for Maximo asset management integration. Absent available funds within Wastewater Utilities UN project budget, this supplemental funding request supports entering into a service agreement before year-end to maintain the project timeline.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

Through this transformation to Esri's Utility Network, the City gains real-time network awareness, predictive analytics, and automated outage tools to build a more resilient, reliable, and secure infrastructure for our community. This transition replaces aging legacy GIS systems, lowers operational costs, and ensures long-term grid sustainability for both One Water and Light & Power services.

The UN GIS to Maximo integration is critical to Wastewater daily field operations. These professional services will enable a seamless transition of work orders and asset location tracking to the new system. Being able to purchase migration services in 2026 will allow the UN project to perform development and testing while meeting already established and contractually agreed upon project timelines. As these UN

projects are being done in sequential order, if this work is not started in 2026, both UN migrations for Water Utilities and Stormwater Utilities will be delayed.

The $60,000 appropriation request for Wastewater Utilities UN project is primarily driven by maintaining the project timeline to align with the UN deployment. Alternatively, this project phase would have been scheduled for incorporation into the 2027/2028 Wastewater Utilities Capital Improvement Plan.

CITY FINANCIAL IMPACTS

In support of the Utility Network for Wastewater Utilities this item appropriates $60,000 in Wastewater Fund reserves into the UN project budget.

Fund reserves are available for the above respective appropriation, with the Wastewater Utilities Fund projected to end 2026 above the City's fund reserve target. This appropriation does not impact reserves in an amount that would impact the 2027/2028 Recommended Budget.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS / LINKS

First Reading attachments available in October 6, 2026, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 134, 2026

ORDINANCE NO. 134, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING PRIOR YEAR RESERVES IN SUPPORT OF THE UTILITY NETWORK FOR THE WASTEWATER UTILITIES

A. The purpose of this item is to appropriate supplemental funding within the Wastewater Utilities Fund for One Water's Wastewater Utility Network.

B. The Utility Network ("UN") is a project to be implemented in support of each Utility: Light & Power, Water, Wastewater and Stormwater.

C. Wastewater Utilities will need to obtain the professional services for Maximo asset management integration ("Maximo Integration") to support UN being operable and maintain the project timeline. The UN GIS to Maximo Integration is critical to Wastewater daily field operations. The professional services for Maximo Integration will enable a seamless transition of work orders and asset location tracking to the new system.

D. Purchase of the professional services for Maximo Integration in 2026 will allow the UN project to perform development and testing while meeting already established and contractually agreed upon project timelines.

E. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purposes of replacing the aging legacy GIS systems, lowering operational costs, and ensuring long-term grid sustainability for both One Water and Light and Power services.

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

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

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

I. City Council wishes to designate the appropriation herein for One Water's Wastewater Utility Network as an appropriation that shall not lapse until the completion of the project.

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

Section 1. There is hereby appropriated from prior year reserves in the Wastewater Fund the sum of SIXTY THOUSAND DOLLARS ($60,000) to be expended in the Wastewater Fund for One Water's Wastewater Utility Network.

Section 2. The appropriation herein for One Water's Wastewater Utility Network is hereby designated, as authorized in Article V, Section 11 of the City Charter, as an appropriation that shall not lapse at the end of this fiscal year but continue until the completion of the project.

Introduced, considered favorably on first reading on October 6, 2026, and approved on second reading for final passage on October 20, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: October 30, 2026
Approving Attorney: Yvette Lewis-Molock

Exhibit: None

File Attachments for Item:

5. Second Reading of Ordinance No. 135, 2026, Annexing the Property Known as the Strauss Lakes Annexation to the City of Fort Collins, Colorado.

This Ordinance, unanimously adopted on First Reading on October 6, 2026, annexes 147.499 acres of land into the City of Fort Collins. The Strauss Lakes Annexation is a 100% voluntary annexation located on the northeast corner of the Ziegler Road and East Horsetooth Road intersection, within the City's Growth Management Area. The annexation meets all State of Colorado statutory requirements for voluntary annexation, including a contiguous perimeter of 40.5%, well above the one-sixth (16.67%) minimum required by State statute. The annexation is also consistent with the Intergovernmental Agreement for the Fort Collins Growth Management Area between the City of Fort Collins and Larimer County.

There is a related agenda item for zoning on the property.

October 20, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Kim Meyer, Principal Planner

SUBJECT

Second Reading of Ordinance No. 135, 2026, Annexing the Property Known as the Strauss Lakes Annexation to the City of Fort Collins, Colorado.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on October 6, 2026, annexes 147.499 acres of land into the City of Fort Collins. The Strauss Lakes Annexation is a 100% voluntary annexation located on the northeast corner of the Ziegler Road and East Horsetooth Road intersection, within the City's Growth Management Area. The annexation meets all State of Colorado statutory requirements for voluntary annexation, including a contiguous perimeter of 40.5%, well above the one-sixth (16.67%) minimum required by State statute. The annexation is also consistent with the Intergovernmental Agreement for the Fort Collins Growth Management Area between the City of Fort Collins and Larimer County.

There is a related agenda item for zoning on the property.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

The owner, Cottonwood Land & Farm, LLC, submitted a petition and application for a voluntary annexation of 147.499 acres. The site is bordered on three sides by ditches, with an open water pond in the northernmost triangle of the site. Along the north side of the site, a recent expansion of the Poudre River Trail was constructed, and the City of Fort Collins owns the lands to the east – the existing Rigden Reservoir, and a parcel anticipated for a future “East Community Park” – that remain in unincorporated Larimer County.

Staff finds that the proposed annexation area meets all the requirements for voluntary annexation outlined in the Colorado Revised Statutes and the Larimer County and City of Fort Collins Intergovernmental Agreement:

- More than one-sixth (1/6) of the property's perimeter is contiguous with existing City limits. The site has 40.5% contiguity, which substantially exceeds the minimum.
- A community of interest exists between the property and the City.
- The property is urban or will be urbanized in the near future.
- The property is integrated with or capable of being integrated with the City.

- The annexation will not result in the creation of an enclave or detached parcel of unincorporated land.
- The annexation is also consistent with the policies and agreements between the City of Fort Collins and Larimer County contained in the Intergovernmental Agreement for the Fort Collins Growth Management Area, as amended.

The annexation will result in a logical and orderly development pattern, along existing major arterial streets with considerable adjacent infrastructure in place.

Pertinent procedural milestones for the annexation are as follows:

- Preliminary Development Review: May 8, 2024
- Neighborhood Meeting: May 13, 2024
- Annexation Submittal: December 18, 2025
- Initiating Resolution: September 1, 2026
- Planning and Zoning Commission Recommendation: September 17, 2026
- First Reading: October 6, 2026 – anticipated Second Reading: October 20, 2026
- Anticipated Effective Date of the Annexation: October 30, 2026

A related zoning ordinance on this agenda would place the property into the Low Density Mixed-Use Neighborhood ("LMN") and Medium Density Mixed-Use Neighborhood ("MMN") zone districts. The annexing property is also the subject of an associated development application, currently in review, for an Overall Development Plan ("ODP") proposing a future phased development for a residential neighborhood with a future neighborhood commercial center and an affordable housing component. A future metropolitan district service plan application to the City is anticipated for this project.

CITY FINANCIAL IMPACTS

The annexation will not result in direct or significant financial impacts to the City.

COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommended that City Council annex the Strauss Lakes Annexation with a vote of 5-0 at the Commission's September 17, 2026, hearing.

PUBLIC OUTREACH

An open house-style neighborhood meeting for the annexation, zoning, and conceptual plans for future development for the site was held on May 13, 2024. All notification requirements as required by state and local law have been met. A majority of questions and comments at the neighborhood meeting related to the ODP/development application, specifically future traffic impacts and safety concerns associated with that. Because the comments focused on the development of the property and not the annexation, and because the decision on the development could be appealed to Council, those comments are not attached to this agenda item summary.

ATTACHMENTS

First Reading attachments available in October 6, 2026, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 135, 2026

ORDINANCE NO. 135, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
ANNEXING THE PROPERTY KNOWN AS THE STRAUSS LAKES
ANNEXATION TO THE CITY OF FORT COLLINS, COLORADO

A. On September 1, 2026, City Council adopted Resolution 2026-111 finding substantial compliance and initiating annexation proceedings for the Strauss Lakes Annexation, as defined therein and described below.

B. Resolution 2026-114 setting forth findings of fact and determinations regarding the Strauss Lakes Annexation was adopted concurrently with the first reading of this Ordinance.

C. Pursuant to Land Use Code Section 6.10.3, the City Planning and Zoning Commission, at its meeting on September 17, 2026, unanimously on a 5-0 vote (Peel and York absent) recommended that the City Council approve the Strauss Lakes Annexation.

D. City Council has determined that it is in the best interests of the City to annex the property to be known as the Strauss Lakes Annexation as described below (the "Property") to the City.

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

Section 1. City Council hereby incorporates the findings of Resolution 2026-111 and Resolution 2026-114 and further finds that it is in the best interests of the City to annex the Property to the City.

Section 2. The Property, more particularly described as:

A parcel of land being part of Section Twenty-eight (28) and part of the North Half (N1/2) of Section Thirty-three (33), both in Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 28 and assuming the West line of the Southwest Quarter (SW1/4) of said Section 28, being monumentalized by a #6 rebar with a 2 ½" aluminum cap stamped "LS34993, 2008" at the South end and by a 2 ⅜" pipe with a 3 ¼" aluminum cap stamped "LS17497, 1987" at the North end, as bearing North 00°10'30" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2007, a distance of 2651.08 feet, with all other bearings contained herein relative thereto:

THENCE North 00°10'30” West along the West line of the Southwest Quarter (SW1/4) of said Section 28 a distance of 1158.93 feet to the POINT OF BEGINNING, said point lying on the Easterly line of Webster Second Annexation, recorded July 20, 1992 as Reception No. 92041897 of the records of the Larimer County Clerk and Recorder;

THENCE continuing North 00°10'30” West along the West line of the Southwest Quarter (SW1/4) of said Section 28 and along the Easterly line of said Webster Second Annexation and along the Easterly line of Rigden Farm Annexation, recorded August 23, 1988 as Reception No. 88039690 of the records of the Larimer County Clerk and Recorder, a distance of 1492.15 feet to the West Quarter (W1/4) corner of said Section 28;

THENCE continuing North 00°10'30” West along the West line of the Northwest Quarter (NW1/4) of said Section 28 and along the Easterly line of said Rigden Farm Annexation a distance of 2159.30 feet;

THENCE North 89°49'30” East, departing from the West line of the Northwest Quarter (NW1/4) of said Section 28, a distance of 114.66 feet;

THENCE South 15°04'45” East a distance of 229.68 feet; THENCE South 21°36'28” West a distance of 108.13 feet; THENCE South 10°32'42” East a distance of 115.89 feet; THENCE South 24°37'47” East a distance of 522.26 feet; THENCE South 46°01'34” East a distance of 284.23 feet; THENCE South 42°28'26” East a distance of 371.08 feet; THENCE South 38°25'34” East a distance of 345.50 feet; THENCE South 34°19'19” East a distance of 367.14 feet; THENCE South 31°19'46” East a distance of 461.85 feet; THENCE South 27°58'39” East a distance of 474.36 feet; THENCE South 33°07'21” East a distance of 473.54 feet; THENCE South 52°30'40” East a distance of 198.11 feet; THENCE South 19°48'54” East a distance of 318.67 feet; THENCE South 29°45'20” East a distance of 461.31 feet; THENCE South 30°25'11” East a distance of 283.52 feet; THENCE South 35°02'30” East a distance of 249.02 feet; THENCE South 44°01'50” East a distance of 131.65 feet; THENCE South 46°36'26” East a distance of 232.41 feet;

THENCE South 00°00'00” East a distance of 170.07 feet to the South Right-of-way line of Horsetooth Road, said South Right- of-way line being Thirty (30) feet, as measured at a right angle, South of and parallel with the South line of the Southeast Quarter (SE1/4) of said Section 28;

THENCE North 89°39'32” West along said South Right-of-way line a distance of 358.46 feet to the East line of the Northwest Quarter (NW1/4) of said Section 33;

THENCE South 00°14'11" East along the East line of the Northwest Quarter (NW1/4) of said Section 33 a distance of 8.00 feet to the Northeast corner of Lot

2, Amended Plat of the Amended Plat of the Roselle - Shields M.L.D. No. 99-S1466, recorded July 6, 2016 as Reception No. 20160042793 of the records of the Larimer County Clerk and Recorder;

THENCE North 89°38'13" West along said the North line of said Lot 2, which is Thirty-eight (38) feet, as measured at a right angle, South of and parallel with the North line of the Northwest Quarter (NW1/4) of said Section 33, a distance of 1627.13 feet to the Northeasterly line of Tract "A," 2nd Amended Plat of Morgan's Ridge, P.U.D., recorded November 18, 1980 as Reception No. 388340 of the records of the Larimer County Clerk and Recorder; THENCE North 25°40'04" West along the Northeasterly line of said Tract "A" a distance of 3.34 feet to the Northeast corner of said Tract "A," said point being a Southerly corner of Strauss Lakes Development Annexation, recorded May 1, 2003 as Reception No. 2003-0052891 of the records of the Larimer County Clerk and Recorder;

The following Seven (7) courses and distances are along the Southerly, Northeasterly and Northwesterly lines of said Strauss Lakes Development Annexation:

THENCE continuing North 25°40'04" West a distance of 5.56 feet; THENCE South 89°38'13" East a distance of 31.31 feet; THENCE North 23°15'56" West a distance of 513.99 feet; THENCE North 37°49'36" West a distance of 188.78 feet; THENCE North 46°56'06" West a distance of 839.47 feet; THENCE North 32°02'34" West a distance of 60.00 feet; THENCE South 57°57'25" West a distance of 93.99 feet to the POINT OF BEGINNING.

Said parcel of land contains 147.499 acres, more or less (±),

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

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

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

Introduced, considered favorably on first reading on October 6, 2026, and approved on second reading for final passage on October 20, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: October 30, 2026
Approving Attorney: Brad Yatabe

Exhibit: None

File Attachments for Item:

6. Second Reading of Ordinance No. 136, 2026, Authorizing the Mayor to Execute an Annexation Agreement Regarding the Strauss Lakes Annexation.

This Ordinance, unanimously adopted on First Reading on October 6, 2026, mitigates the Owner's risks associated with the requested Zoning, the Overall Development Plan ("ODP") which is currently in review, their first Project Development Plan ("PDP"), or their anticipated metropolitan district service plan

Cottonwood Land & Farm, LLC, ("Owner") owns the property located at the northeast corner of Ziegler and Horsetooth Roads in the City's Growth Management Area, known as "Strauss Lakes". This 147.499-acre property is the subject of the associated agenda item for the proposed Strauss Lakes Annexation. The Owner has requested an agreement with the City that would grant the right for them to disconnect ("de-annex") from the City in the event that certain approvals are not granted, or they are granted with conditions unacceptable to the Owner.

Staff have reviewed the agreement and are in support of the overall intent and purpose and propose a simplified version of this agreement that achieves these purposes, which is attached as an Exhibit to the Ordinance.

The Owner has proposed a more expansive agreement that includes numerous detailed stipulations described in this item summary.

October 20, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Kim Meyer, Principal Planner

SUBJECT

Second Reading of Ordinance No. 136, 2026, Authorizing the Mayor to Execute an Annexation Agreement Regarding the Strauss Lakes Annexation.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on October 6, 2026, mitigates the Owner's risks associated with the requested Zoning, the Overall Development Plan ("ODP") which is currently in review, their first Project Development Plan ("PDP"), or their anticipated metropolitan district service plan

Cottonwood Land & Farm, LLC, ("Owner") owns the property located at the northeast corner of Ziegler and Horsetooth Roads in the City's Growth Management Area, known as "Strauss Lakes". This 147.499-acre property is the subject of the associated agenda item for the proposed Strauss Lakes Annexation. The Owner has requested an agreement with the City that would grant the right for them to disconnect ("de-annex") from the City in the event that certain approvals are not granted, or they are granted with conditions unacceptable to the Owner.

Staff have reviewed the agreement and are in support of the overall intent and purpose and propose a simplified version of this agreement that achieves these purposes, which is attached as an Exhibit to the Ordinance.

The Owner has proposed a more expansive agreement that includes numerous detailed stipulations described in this item summary.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

Annexation agreements are commonly used in municipalities throughout the Front Range, though are rarely used in annexations to the City with the last one staff could locate being in 1994 (Ordinance No. 134, 1994). These agreements typically outline some basic conditions under which the property may be granted a subsequent disconnection, such as specific zoning or approval of a master plan, such as an ODP, or may dictate required development conditions or standards, a negotiated repayment for infrastructure, or similar development issues to the benefit of either or both parties.

Agreement Summary. The proposed agreement grants the Owner the right to disconnect based on several Disconnection Events, enumerated in Section (1)(A), that include:

- Zoning of LMN and MMN are not approved;
- The City (Planning & Zoning Commission and/or City Council on appeal) does not approve the proposed ODP;
- The City approves the ODP, but with approval conditions that are "unacceptable to Owner in Owner's sole and absolute discretion";
- The City denies the initial metropolitan district service plan;
- The ODP of metropolitan district service plan are unapproved for 18 months after this agreement;
- The Development Plan for the first phase is denied by the original decision maker within 5 years of this agreement.

Section 1 also provides that any disconnection request in compliance with the terms of the agreement shall result in a disconnection ordinance approved by the City Council within 90 calendar days.

Section 2 outlines numerous events that terminate the Owner's Right to Disconnect otherwise granted by the agreement, such as a requirement for submittal of the metropolitan district service plan and initial development plan within a given timeframe (9 months and 18 months, respectively) to allow the City time to meet the requirements stated above. The Owner may also withdraw the item prior to Second Reading of the Annexation Ordinance (currently anticipated for October 20, 2026) at their discretion.

Section 3 clarifies that the IGA will remain in effect and this agreement does not alter the applicability, nor impair the ability of the property to be annexed in the future or to develop under County code, in accordance with the terms of the IGA. Staff coordinated with Larimer County planning and attorney's offices to ensure they were aware of this agreement and comfortable with the language related to the continued applicability of the IGA.

At the agreement's core, the Owner would be granted the right to request disconnection when any triggering event falls within the agreement's terms, to be scheduled on an upcoming City Council agenda, and result in the property being removed from city limits and returned to unincorporated Larimer County, with no harm or injury to either party.

IGA and County Development. Based on the terms of the Intergovernmental Agreement Regarding Cooperation on Managing Urban Development (Attachment 5), property located in Larimer County and within the City's Growth Management Area (GMA), which intends to develop at urban levels of density and intensity is required to be referred for annexation to the City. With this agreement, the terms of the IGA would remain intact with no injury to either party. In the future, if urban level development were again proposed, the property and project would be referred to the City for annexation. Larimer County provided a brief memorandum (Attachment 6) that clarifies and agrees that any future development on that property would remain subject that IGA. Additionally, the County believes this agreement runs counter to our IGA by providing the Owner the opportunity to disconnect and registered their objection. City staff and attorneys have reviewed the IGA and the agreement and believe that the proposed agreement does not impair the IGA nor any of the parties – city, county, or owner – as all aspects of that IGA will remain in force.

Based on city staff's interpretation of the County code and the IGA, a subdivision or any use permitted by Special Review triggers the annexation referral; therefore this property would be largely limited to a single unit residence on the southern half of the site (zoned RR-2 Rural Residential), while on the northern Industrial (I) zoned portion a wider range of uses is permitted, which are summarized in Attachment 7.

Staff Analysis. While acknowledging that the County does not support this agreement, staff is generally in support of this agreement as it addresses potentially adverse decisions related to development of the

property that could significantly impact the ability of the Owner to pursue development in the manner or timeframe that they envision.

Those decisions might include a denial of any of several vital steps in the process – ODP, development plan, metropolitan district service plan, or a condition of approval required by City policy or codes that might create a similar impact. Development is complex and there are myriad variables that may impact an owner's ability to successfully pursue full development entitlement and site construction. In such a circumstance, staff acknowledges there may be benefits to the Owner to disconnect the property and remain in the County, with no impairment to either jurisdiction and maintaining the terms of the IGA with the County.

Owner-proposed Agreement. This concept of an annexation agreement was originally proposed and drafted by the Owner of the property and has been revised with staff and the Owner's team several times. Since that initial discussion with City staff, the Owner has expanded the scope of their proposed agreement to include several detailed stipulations, including freezes on infrastructure obligations and fee waivers. A few of the items detailed below are no longer relevant, having been removed from proposed plans or otherwise resolved, but the Owner declined to provide a revised version of their agreement when requested by staff. Staff is referencing the most recently submitted version of this Owner-proposed agreement.

Additional stipulations:

Added language to "Owner's Right to Disconnect the Property" Section (1)(A), between v and vi:

> The City and Owner fail to reach mutually acceptable agreement as of the date that is 12 months after the Effective Date with respect to any of the following items:
>
> i. Buffer for the bald eagle nest located to the north of the Property;
>
> ii. Total Owner's share of traffic infrastructure improvements for the ODP, including alternative mitigation contribution and direct contribution (the "Traffic Fee");
>
> iii. Tree mitigation applicable to the ODP;
>
> iv. Classification of the pond at the north end of the Property as a naturalized irrigation pond subject to a 50-foot buffer zone pursuant to Fort Collins LUC (defined below) Section 5.6.1(E)(2)(d); or
>
> v. Ability of the Owner to place a lift station on the City Property.

The addition of Section 4 would impact the transportation infrastructure improvements and obligations by determining that cost, as presented in an attached Exhibit B of that version of the agreement, with no inflation adjustment or modification permitted without mutual agreement by both parties. This Section also waives such Traffic Fee for any "Affordable Housing Development".

> (4) Developer's Share of Traffic Infrastructure Improvements.
>
> The City and Owner acknowledge and agree that the total Traffic Fee shall be agreed upon by the parties prior to approval of the first Final Development Plan ("FDP"), and shall be substantially similar to the amount set forth on Exhibit B attached hereto and incorporated herein by reference. The parties further agree that such Traffic Fee shall be paid at the time of issuance of building permit(s) in connection with any approved FDP, calculated as follows: upon approval of such FDP, the Owner shall reasonably determine the proportionate share of the Traffic Fee attributable to such FDP, based on the relative amount of development proposed in such FDP as compared to the total development contemplated in the ODP. Notwithstanding the foregoing, the City and Owner agree that under no circumstances shall any portion of the Traffic Fee be imposed in connection with the development of any Affordable Housing Development, as defined in the Fort Collins LUC, and the number of residential units to be developed as part of any Affordable Housing Development shall not be taken into account when calculating the Traffic Fee due for any approved FDP. Once

approved by the parties, in no event shall the total Traffic Fee be increased unless mutually agreed upon by the parties in writing.

The numbers shown in Exhibit B were assembled in coordination with City transportation engineering staff, based on a master Traffic Impact Study (TIS) that was submitted with the in-process ODP project application, and have been verified with said staff as valid for today's dollars and for the current level of detail known for this development.

Staff Analysis. After much discussion and deliberation with City staff and the Owner's team about concerns, staff felt that the remaining additional stipulations do not offer a commensurate benefit to the community and in some cases contradict existing development standards and policies.

Several of the detailed requests relate to financial obligations and impacts are also topics of current discussion with regard to how the City best addresses a variety of complex development issues, including obligations for infrastructure, development-related fees, affordable housing fee waivers – and staff believes it more appropriate to allow these public discussions to continue and for the City to develop a comprehensive framework / system that works for and applies to all development as well as benefits the community, rather than seek unique solutions on a case-by-case basis.

Section 1. The agreement provides several meaningful and broadly-stated off-ramps to the Owner, with wide latitude to exercise sole discretion. The majority of the Disconnection Events are supported by staff.

Only Section (1)(A)vi. that speaks to the eagle nest, the traffic infrastructure improvements, tree mitigation, and classification of the pond are not supported by staff. The lift station for wastewater has been removed from conceptual utility plans and has become moot.

- Bald Eagle Nest. Colorado Department of Parks and Wildlife (CPW) and Land Use Code (LUC) Section 5.10.1 address buffering and seasonality of construction activity, related to location of any active eagle nests in place at the time of such activity.
- Owner's Share of Traffic Infrastructure Improvements. See more detailed discussion of Section 4 below.
- Tree Mitigation. The process of reviewing more detailed development plans and reports, and ensuring compliance with the Land Use Code, also includes the ability granted within the code to mitigate any disturbances to natural features on the site. Staff feels this degree of flexibility is better addressed and applied to the site design and features at that stage of development, rather than at annexation.
- Irrigation Pond classification. Staff is working with the Owner to obtain needed information and evidence regarding the status of this pond and its waters, including any need for an augmentation plan. Similarly, staff believes the code provides ample opportunity to explore mitigation or modification options related to the buffer zones adjacent to natural features once more detailed development plans are proposed and the area can be analyzed with better information and detail.

Section 4. The request to lock in final transportation/"traffic" fees at an annexation, without a typical inflation escalator or the ability to revise that as more detailed development plans are known feels pre-emptive, unnecessary, and creates a risk for the City. It is typical to identify a rough estimate of cost, allow an inflationary escalator to attach, even, but with the stage of development reached thus far, the City has not approved/accepted a final Master Transportation Impact Study – which is currently in review. The issue of fees related to development has been a topic of recent Council discussion and attention, and several city departments are working to more fully understand and calibrate all fees associated with development in the City. This proposed fee lock would circumvent those important conversations, and treat this development differently than any other. Similarly, the request to waive such fees for any affordable housing development would preempt that broader city conversation and solutions that may be forthcoming, and would seemingly apply to the full development project and all units or square footage in that development, rather than singling out those units that meet the city's definition of "affordable."

Staff has strong reservations and concerns related to the additional clauses proposed by the Owner, and would recommend against accepting these additions to the agreement.

CITY FINANCIAL IMPACTS

The agreement would have no anticipated financial impact to the City.

COMMISSION RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

First Reading attachments available in October 6, 2026, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 136, 2026

ORDINANCE NO. 136, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE MAYOR TO EXECUTE AN ANNEXATION AGREEMENT REGARDING THE STRAUSS LAKES ANNEXATION

A. Cottonwood Land and Farms, LLC, ("Cottonwood") has submitted a petition to Council for the Strauss Lakes Annexation requesting that Council annex their approximately 147.499 acre property and zone it as both Medium Density Mixed-Use Neighborhood and Low Density Mixed-Use Neighborhood zone districts.

B. Cottonwood is requesting that Council enter into an annexation agreement attached hereto and incorporated herein as Exhibit A (the "Agreement") to allow disconnection of the Strauss Lakes Annexation if certain events occur regarding the intended development of the property and establishment of a metropolitan special district.

C. Council is concurrently reviewing the Strauss Lakes Annexation petition and zoning with this request for the Agreement.

D. The City is authorized pursuant to Colorado statute, Colorado Revised Statutes Section 31-12-101, et seq., and Colorado case law to enter into annexation agreements addressing various issues including the conditions under which disconnection of annexed property may occur.

E. The City has reviewed the Agreement and finds that entering into the Agreement is in the best interests of the residents of Fort Collins.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that the Mayor is authorized to execute the Agreement, attached hereto as Exhibit A, together with such modifications, deletions and additions as the City Manager, in consultation with the City Attorney, determines are necessary or appropriate to protect the interests of the City or further the purposes of this Ordinance.

Introduced, considered favorably on first reading on October 6, 2026, and approved on second reading for final passage on October 20, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: October 30, 2026
Approving Attorney: Brad Yatabe

Exhibit: Exhibit A – Annexation Agreement Between the City of Fort Collins and Cottonwood Land and Farms, LLC, Regarding the Strauss Lakes Annexation

ANNEXATION AGREEMENT BETWEEN THE CITY OF FORT COLLINS AND COTTONWOOD LAND AND FARMS, LLC, REGARDING THE STRAUSS LAKES ANNEXATION

THIS AGREEMENT is made and entered into this _____ day of _____, 2026 (the "Effective Date"), by and between the CITY OF FORT COLLINS, a Colorado home rule municipal corporation, ("City") and COTTONWOOD LAND AND FARMS, LLC, a Colorado limited liability company, as successor in interest to Cottonwood Land and Farms, LTD., a Colorado limited partnership ("Owner").

RECITALS

(1) Owner is the owner of certain real property generally located northeast of the intersection of Ziegler Road and Horsetooth Road consisting of approximately 147.499 acres ("Property") and more particularly described in the annexation petition on file with the City Clerk and attached hereto and incorporated herein as Exhibit A ("Annexation Petition");

(2) The Property is located in unincorporated Larimer County within the Fort Collins Growth Management Area ("GMA") with such GMA established and governed by the terms of the June 24, 2008, *Intergovernmental Agreement (Regarding Cooperation on Managing Urban Development)* between the City and Larimer County as subsequently amended on January 16, 2017, and February 4, 2020, and subject to further amendment ("Growth Management IGA"), and the applicable provisions of the Larimer County Land Use Code ("Larimer LUC");

(3) The Owner acknowledges that upon annexation, the Property will be subject to all ordinances, resolutions, and other regulations of the City, as amended from time to time except as specifically addressed in this Agreement;

(4) The Owner proposes to develop the Property in a certain manner and has submitted an application for an Overall Development Plan, Application # ODP240003, ("ODP") to the City in anticipation of annexation of the Property;

(5) The Owner proposes to establish several metropolitan districts to provide various public improvements and operations and maintenance services for the benefit of the Property, and Owner intends to submit a Metropolitan District Service Plan inclusive of all revenue raising powers and authority that are included in the City's Model Service Plan as of the Effective Date of this Agreement ("Service Plan") for the Council's future review and approval;

(6) Before the City can determine whether to approve the ODP and Service Plan, the Property must be annexed to the City and subject to the City's jurisdiction;

(7) In the event of occurrence of any Disconnection Event (defined below), Owner desires the option to decide whether to disconnect the Property from the City and develop the Property within unincorporated Larimer County;

(8) The Owner's willingness to annex the Property into the City is conditioned upon its ability to disconnect the Property should a Disconnection Event occur; and

(9) The Fort Collins City Council ("Council") and Owner acknowledge the mutual benefits of entering into this Agreement.

THEREFORE, in consideration of the premises, mutual covenants and agreements herein contained and the recitals which are incorporated into this Agreement, the parties agree as follows:

(1) Owner's Right to Disconnect the Property. After the date the required documents have been recorded with the Office of the Larimer County Clerk and Recorder to complete annexation of the Property pursuant to Section 31-12-113, Colorado Revised Statutes ("C.R.S."), the Owner has the right, subject to the other terms of this Agreement, to disconnect the Property pursuant to the following:

(A) The Owner will have until five (5) p.m. on the day that is ninety (90) calendar days after the date of occurrence of any of the following (each, a "Disconnection Event") to deliver a written request to the City Clerk's Office that the Council disconnect the Property pursuant to the terms of this Agreement ("Deadline"):

(i) Council denies the Owner's requested placement of the Property within the LMN and MMN Zone Districts at the time of annexation of the Property;

(ii) The Planning and Zoning Commission, or the Council on appeal, denies the ODP;

(iii) The Planning and Zoning Commission, or the Council on appeal, approves the ODP with conditions of approval unacceptable to Owner in Owner's sole and absolute discretion;

(iv) Council denies the initial Service Plan when it is presented to the Council for consideration or staff refuses to present the Service Plan for Council consideration;

(v) The ODP or Service Plan remain unapproved for any reason as of the date that is eighteen (18) months after the Effective Date;

(vi) The Project Development Plan or Basic Development Review application for the first phase of development of the ODP is denied by the original City decision maker within five (5) years after the Effective Date.

(B) Upon receipt of the notice, the City Clerk will transmit the written request to the Council, and the Council must adopt an ordinance on second reading within

ninety (90) calendar days to disconnect the Property from the City and file two certified copies of the approved disconnection ordinance with the Office of the Larimer County Clerk and Recorder within ten (10) business days after it becomes effective. In disconnecting the Property, the Owner's written request to disconnect the Property pursuant to Subsection (1)(A) is deemed a sufficient basis for disconnection and will be deemed sufficient for a finding that the best interests of the City will not be prejudiced by disconnection pursuant to LUC Section 6.10.6, which finding shall not be required.

(C) If the City Clerk's Office has not received a written request by the Deadlines described in Subsection (1)(A), the Council is not obligated to disconnect the Property pursuant to this Agreement.

(2) Termination of Owner's Right to Disconnect the Property. The Owner's right to disconnect the Property and the City's obligation to do so pursuant to Section (1) automatically terminate if any one or more of the following occur:

(A) The Council denies the Annexation Petition for any reason at the hearing set pursuant to Section 31-12-108(1), C.R.S., or at any subsequent associated hearing or Council meeting to determine whether the annexation should be approved.

(B) The Owner has reserved the right to withdraw the Annexation Petition in writing in the Annexation Petition and withdraws the Annexation Petition at any time prior to the Council roll call for the vote on second reading of the Council annexation ordinance.

(C) The Owner has not submitted a Service Plan to the City within nine (9) months after the Effective Date.

(D) The Owner has not submitted a complete Project Development Plan or Basic Development Review application for the first phase of development of the ODP within eighteen (18) months after the Effective Date.

(E) All of the following have occurred:

(i) The ODP is approved and is no longer subject to appeal pursuant to Article II, Division 3, of the Code of the City of Fort Collins;

(ii) Council has adopted a resolution approving a timely submitted Service Plan within eighteen (18) months after the Effective Date; and

(iii) The Deadline has passed for all of the Disconnection Events listed in Section (1)(A) without the City Clerk's Office having received a timely written request to disconnect the Property.

(3) Applicability of Growth Management IGA, Larimer LUC, and City Authority to Annex.

(A) The City and the Owner agree and acknowledge that the annexation and subsequent disconnection of the Property will not impair or affect in any way the applicability of the Growth Management IGA or the Larimer LUC, including subsequent amendments, to the Property regarding future possible annexation of the Property pursuant to the Growth Management IGA or Larimer LUC.

(B) Notwithstanding the foregoing, any denial of the annexation petition by the City or disconnection of the Property pursuant to this Agreement shall be deemed for purposes of the Growth Management IGA not to have been made for the reason that the annexation petition contained conditions deemed by the City to be unacceptable, and the parties agree that in the event of any such denial or disconnection the County's subsequent acceptance, review and approval of a development application from the Owner is not a violation of the Growth Management IGA related to unacceptable annexation conditions.

(C) Further, disconnection of the Property pursuant to this Agreement will in no way impair the City's authority to subsequently annex the Property pursuant to the Growth Management IGA or Larimer LUC and any disconnection pursuant to this Agreement is not to be construed as a City denial of an annexation petition for purposes of the Growth Management IGA. To the contrary, the City wishes to annex and forever incorporate the Property within the City's municipal boundaries.

(4) Additional Terms.

(A) Severability. If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, if allowed by law, in lieu of such invalid, illegal, or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable. If such reformation is not possible, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.

(B) Amendment. This Agreement may be amended by the City and Owner only by mutual agreement in writing and any amendment must be recorded with the Office of the Larimer County Clerk and Recorder and shall be covenants running with the land binding upon all persons or entities having an interest in the Property unless otherwise specified in the amendment.

(C) Entire Agreement. This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties.

(D) Owner. As used in this Agreement, the term "Owner" shall include any of the heirs, transferees, successors, or assigns of Owner, and all such parties shall

have the right to enforce this Agreement, and shall be subject to the terms of this Agreement, as if they were the original parties thereto.

(E) Amendments to Law. As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of law is intended to refer to any subsequent amendments or revisions to such law and the parties agree that such amendments or revisions shall be binding upon Owner, except to the extent provided in this Agreement.

(F) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, transferees, successors, and assigns hereof, and shall constitute covenants running with the land. This Agreement shall be recorded with the Office of the Larimer County Clerk and Recorder at the City's expense.

(G) Choice of Law and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. Any proceeding, claim, action or alternative dispute resolution arising out of or relating to this Agreement shall be brought in a Colorado state court of competent jurisdiction in Larimer County, Colorado, or if federal court is legally required, a United States District Court of competent jurisdiction in Denver, Colorado.

(H) Legislative Discretion. The Owner acknowledges that the Fort Collins Planning and Zoning Commission review and decision regarding the ODP is quasi-judicial in nature, as is any review of the Planning and Zoning Commission decision on appeal, and any such quasi-judicial decision is independent of the terms of this Agreement. Furthermore, the Council's decision on annexation of the Property and the Service Plan is legislative and no assurances of approval have been made to or relied upon by the Owner.

(I) No Third-Party Rights. This Agreement is made solely for the benefit of the parties hereto and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.

(J) Headings. The paragraph headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

(K) Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to Section 24-11-101(1), C.R.S., such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Annexation Agreement effective as of the Effective Date.

CITY OF FORT COLLINS, COLORADO, a Colorado home rule city

By: _____ Date: _____
Emily Francis, Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Brad Yatabe, Deputy City Attorney

COTTONWOOD LAND AND FARMS, LLC, a Colorado limited liability company

By: _____ Date: _____
William McDowell

EXHIBIT A – ANNEXATION

PETITION FOR ANNEXATION

THE UNDERSIGNED (hereinafter referred to as the "Petitioners") hereby petition the Council of the City of Fort Collins, Colorado for the annexation of an area, to be referred to as the Strauss Lakes Annexation to the City of Fort Collins. Said area, consisting of approximately One hundred forty seven point four nine nine (147.499) acres, is particularly described on Attachment "A," attached hereto.

The Petitioners allege:

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

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

WHEREFORE, said Petitioners request that the Council of the City of Fort Collins approve the annexation of the area described on Attachment "A." Furthermore, the Petitioners request that said area be placed in the LMN and MMN Zone Districts pursuant to the Land Use Code of the City of Fort Collins.

revised 3/31/08

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

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

A tract of land situate in the County of Larimer, State of Colorado, to-wit:

See Legal Description on Attachment "A"

IN WITNESS WHEROF, I/we have executed this Petition for Annexation this 10th day of July, 2026.

Petitioner's/Owner's Signature	Petitioner's/Owner's Signature
P.O. Box 229	
Address	Address
Boulder CO 80306	
City State Zip	City State Zip

revised 3/31/08

ATTACHMENT "A"

PROPERTY DESCRIPTION

A parcel of land being part of Section Twenty-eight (28) and part of the North Half (N1/2) of Section Thirty-three (33), both in Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 28 and assuming the West line of the Southwest Quarter (SW1/4) of said Section 28, being monumentalized by a #6 rebar with a 2 ½" aluminum cap stamped "LS34993, 2008" at the South end and by a 2 ⅜" pipe with a 3 ¼" aluminum cap stamped "LS17497, 1987" at the North end, as bearing North 00°10'30" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2007, a distance of 2651.08 feet, with all other bearings contained herein relative thereto:

THENCE North 00°10'30" West along the West line of the Southwest Quarter (SW1/4) of said Section 28 a distance of 1158.93 feet to the POINT OF BEGINNING, said point lying on the Easterly line of Webster Second Annexation, recorded July 20, 1992 as Reception No. 92041897 of the records of the Larimer County Clerk and Recorder;

THENCE continuing North 00°10'30" West along the West line of the Southwest Quarter (SW1/4) of said Section 28 and along the Easterly line of said Webster Second Annexation and along the Easterly line of Rigden Farm Annexation, recorded August 23, 1988 as Reception No. 88039690 of the records of the Larimer County Clerk and Recorder, a distance of 1492.15 feet to the West Quarter (W1/4) corner of said Section 28;

THENCE continuing North 00°10'30" West along the West line of the Northwest Quarter (NW1/4) of said Section 28 and along the Easterly line of said Rigden Farm Annexation a distance of 2159.30 feet;

THENCE North 89°49'30" East, departing from the West line of the Northwest Quarter (NW1/4) of said Section 28, a distance of 114.66 feet;

THENCE South 15°04'45" East a distance of 229.68 feet;
THENCE South 21°36'28" West a distance of 108.13 feet;
THENCE South 10°32'42" East a distance of 115.89 feet;
THENCE South 24°37'47" East a distance of 522.26 feet;
THENCE South 46°01'34" East a distance of 284.23 feet;
THENCE South 42°28'26" East a distance of 371.08 feet;
THENCE South 38°25'34" East a distance of 345.50 feet;
THENCE South 34°19'19" East a distance of 367.14 feet;
THENCE South 31°19'46" East a distance of 461.85 feet;
THENCE South 27°58'39" East a distance of 474.36 feet;
THENCE South 33°07'21" East a distance of 473.54 feet;
THENCE South 52°30'40" East a distance of 198.11 feet;
THENCE South 19°48'54" East a distance of 318.67 feet;
THENCE South 29°45'20" East a distance of 461.31 feet;
THENCE South 30°25'11" East a distance of 283.52 feet;
THENCE South 35°02'30" East a distance of 249.02 feet;
THENCE South 44°01'29" East a distance of 131.65 feet;
THENCE South 46°36'26" East a distance of 232.41 feet;

THENCE South 00°00'00" East a distance of 170.07 feet to the South Right-of-way line of Horsetooth Road, said South Right-of-way line being Thirty (30) feet, as measured at a right angle, South of and parallel with the South line of the Southeast Quarter (SE1/4) of said Section 28;

THENCE North 89°39'32" West along said South Right-of-way line a distance of 358.46 feet to the East line of the Northwest Quarter (NW1/4) of said Section 33;

THENCE South 00°14'11" East along the East line of the Northwest Quarter (NW1/4) of said Section 33 a distance of 8.00 feet to the Northeast corner of Lot 2, Amended Plat of the Amended Plat of the Roselle - Shields M.L.D. No. 99-S1466, recorded July 6, 2016 as Reception No. 20160042793 of the records of the Larimer County Clerk and Recorder;

THENCE North 89°38'13" West along said the North line of said Lot 2, which is Thirty-eight (38) feet, as measured at a right angle, South of and parallel with the North line of the Northwest Quarter (NW1/4) of said Section 33, a distance of 1627.13

feet to the Northeasterly line of Tract "A," 2nd Amended Plat of Morgan's Ridge, P.U.D., recorded November 18, 1980 as Reception No. 388340 of the records of the Larimer County Clerk and Recorder;
THENCE North 25°40'04" West along the Northeasterly line of said Tract "A" a distance of 3.34 feet to the Northeast corner of said Tract "A," said point being a Southerly corner of Strauss Lakes Development Annexation, recorded May 1, 2003 as Reception No. 2003-0052891 of the records of the Larimer County Clerk and Recorder;
The following Seven (7) courses and distances are along the Southerly, Northeasterly and Northwesterly lines of said Strauss Lakes Development Annexation:
THENCE continuing North 25°40'04" West a distance of 5.56 feet;
THENCE South 89°38'13" East a distance of 31.31 feet;
THENCE North 23°15'56" West a distance of 513.99 feet;
THENCE North 37°49'36" West a distance of 188.78 feet;
THENCE North 46°56'06" West a distance of 839.47 feet;
THENCE North 32°02'34" West a distance of 60.00 feet;
THENCE South 57°57'25" West a distance of 93.99 feet to the POINT OF BEGINNING.

Said parcel of land contains 147.499 acres, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

ATTACHMENT "C"

ATTORNEY CERTIFICATION

I, Kristofer M. Simms, an attorney licensed to practice in the State of Colorado, hereby certify that, as of the date of this certificate, the signers of this Annexation Petition for the area referred to as the Strauss Lakes Annexation to the City of Fort Collins are the owners of real property in the area proposed for annexation. Furthermore, I certify that said owners constitute more than 50% of the landowners in the area proposed for annexation, as said area is described on Attachment "A" of said Annexation Petition, and own more than 50% of the land in said area, exclusive of streets and alleys.

7/7/26
Date

Signature

33044
Attorney Reg. No.

revised 3/31/08

ATTACHMENT "B"

STATE OF COLORADO)
)ss.
COUNTY OF LARIMER)

The undersigned, being first duly sworn upon his oath states:

That he was the circulator of the attached Petition for Annexation and that each signature therein is the signature of the person whose name it purports to be.

Circulator's Signature

Subscribed and sworn to before me this 10th day of July, 2026, by William McDowell.

WITNESS my hand and official seal.

9-15-2027
Commission Expiration

Notary Public

ALYSSA FAVEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234035436
MY COMMISSION EXPIRES SEPTEMBER 15, 2027

revised 3/31/08

File Attachments for Item:

7. Second Reading of Ordinance No. 137, 2026, Amending the Zoning Map of the City of Fort Collins and Classifying for Zoning Purposes the Property Included in the Strauss Lakes Annexation to the City of Fort Collins, Colorado, and Approving Corresponding Changes to the Residential Neighborhood Sign District Map and the Lighting Context Area Map.

This Ordinance, unanimously adopted on First Reading on October 6, 2026, establishes initial City zoning on approximately 147.499 acres of land included in the Strauss Lakes Annexation. The proposed zoning, as recommended by staff and the Planning and Zoning Commission, places approximately 7.664 acres into the Medium Density Mixed-Use Neighborhood ("MMN") zone district, and approximately 139.835 acres into the Low Density Mixed-Use Neighborhood ("LMN") zone district.

Staff also recommends placement of the full 147.499 acres into the Residential Neighborhood Sign District and the LC1 Lighting Context area, to support low ambient lighting standards, as described in standards in the Fort Collins Land Use Code.

The Annexation of this Strauss Lakes property appears as a separate agenda item on the Council agenda.

October 20, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Kim Meyer, Principal Planner

SUBJECT

Second Reading of Ordinance No. 137, 2026, Amending the Zoning Map of the City of Fort Collins and Classifying for Zoning Purposes the Property Included in the Strauss Lakes Annexation to the City of Fort Collins, Colorado, and Approving Corresponding Changes to the Residential Neighborhood Sign District Map and the Lighting Context Area Map.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on October 6, 2026, establishes initial City zoning on approximately 147.499 acres of land included in the Strauss Lakes Annexation. The proposed zoning, as recommended by staff and the Planning and Zoning Commission, places approximately 7.664 acres into the Medium Density Mixed-Use Neighborhood ("MMN") zone district, and approximately 139.835 acres into the Low Density Mixed-Use Neighborhood ("LMN") zone district.

Staff also recommends placement of the full 147.499 acres into the Residential Neighborhood Sign District and the LC1 Lighting Context area, to support low ambient lighting standards, as described in standards in the Fort Collins Land Use Code.

The Annexation of this Strauss Lakes property appears as a separate agenda item on the Council agenda.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

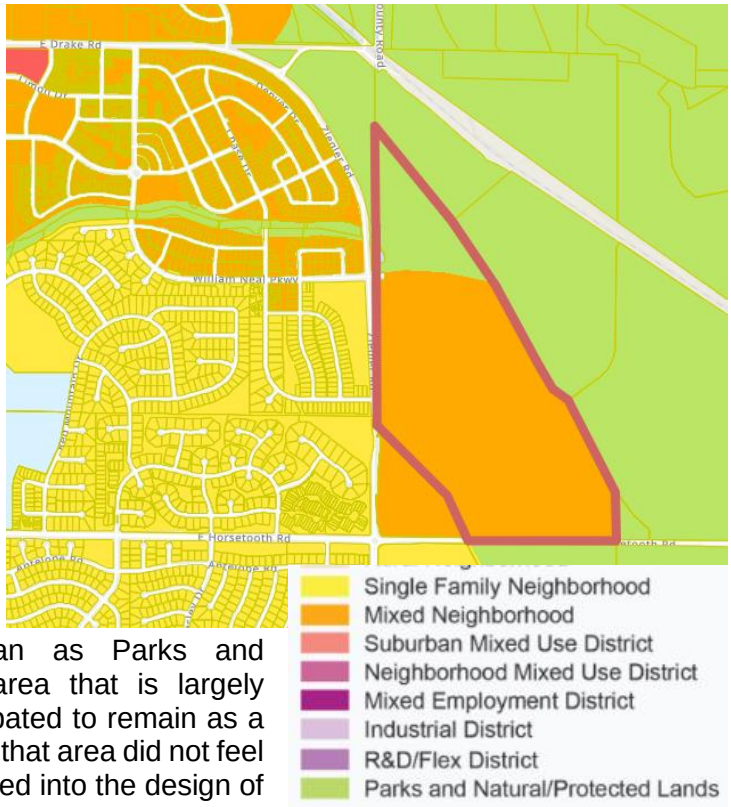
FIRST READING BACKGROUND/DISCUSSION

The proposed property to be annexed and zoned is located on the northeast corner of Ziegler and East Horsetooth Roads. Upon annexation, the applicant has proposed initial zoning consistent with the City of Fort Collins Structure Plan Map – Place Type indicated is Neighborhood Mixed-Use District (shown in orange in Figure 1). The zones requested are LMN and MMN:

LMN (139.835 acres): The Low Density Mixed-Use Neighborhood District is intended to be a setting for a variety of housing, providing diverse opportunities for single unit and accessory dwellings to attached units and small and medium-sized multi-unit structures. The District also encourages complementary commercial and institutional land uses and amenities that serve the everyday needs of a residential neighborhood. Parks and neighborhood centers are integrated into new and existing development and the broader community through the pattern of streets, blocks, and other linkages, providing an attractive and walkable focal point for services, open space, and recreation.

MMN (7.664 acres): The Medium Density Mixed-Use Neighborhood District is intended to be a setting for a diverse range of higher intensity housing and complementary services and amenities within close proximity to transit and/or commercial districts. This District is intended to function together with adjacent commercial development and/or transit to provide a transition to lower density neighborhoods. Together, the MMN district and its adjacent commercial core and low density neighborhoods are intended to form an integral, town-like pattern of development with a unifying pattern of walkable streets and blocks.

Figure 1. Structure Plan Map of Site



A section of the northern portion of the site is designated in green on the Structure Plan as Parks and Natural/Protected Lands, which overlays an area that is largely covered by an existing pond. The pond is anticipated to remain as a natural feature, and therefore separate zoning for that area did not feel necessary as the pond can be effectively integrated into the design of the neighborhood.

Zoning for the existing neighborhoods to the west include RL – Low Density Residential (typically used for pre-City Plan/LUC neighborhoods), and LMN – Low Density Mixed-Use Neighborhood, with areas zoned MMN – Medium Density Mixed-Use Neighborhood and NC - Neighborhood Commercial as the neighborhood nears Timberline Road. The small triangle of land directly northeast of the Ziegler/ Horsetooth intersection, also owned by the Applicant, was annexed previously and zoned LMN.

Residential Neighborhood Sign District. Due to the predominant residential character of the surrounding area and intended development, staff recommends that the property be placed into the Residential Neighborhood Sign District, which regulates signs for non-residential uses in areas of the community where the predominant character of the neighborhood is residential.

Lighting Context Area. The Lighting Context Area identified by Table 5.12.1 of the City's lighting code for the LMN zone district is LC1 (Low ambient lighting). As part of this item, staff recommends placement of the property into the LC1 Lighting Context Area.

Review Criteria. Per Land Use Code (LUC), Division 6.25, the City Council has decision-making authority to establish or change zoning districts, after a recommendation from Planning & Zoning Commission, in accordance with the review criteria stated in the LUC. As a quasi-judicial matter (zoning requested for less than 640 acres), the Council may approve the zoning only if the proposed zoning is:

(a) in general alignment with the principles and policies of the City's Comprehensive Plan, and/or

(b) warranted by changed conditions in the neighborhood surrounding and including the subject property.

Meeting either of these criteria is sufficient. As noted above, staff finds that the proposed zone districts are in alignment with the Structure Plan Place Types and City Plan policies and this required criterium is met. The Commission may also consider three additional factors:

(1) Compatibility with existing and surrounding uses, and whether the proposed district is the appropriate one for the land.

(2) Potential adverse impacts on the natural environment;

(3) Whether the rezoning results in a logical and orderly development pattern.

Compatibility and Environmental Considerations. The proposed zoning is in alignment with principals and policies within City Plan as well as the Structure Plan Map. The LMN and MMN districts are compatible and consistent with the residential character of the nearby Rigden Farm, Stone Ridge, and English Ranch neighborhoods. The annexation and zoning will not result in significant adverse impacts on the natural environment. And the proposed zone districts will result in a logical and orderly development pattern for this area of the City.

Additional details and analysis are included with the attached Planning and Zoning Commission Staff Report which was presented at a hearing held by the Commission on September 17, 2026. The Commission deliberated and discussed topics related to the context of the site and appropriate zoning for the site in relation to density and housing types, the guidance offered by the City Plan Structure Plan Map, and relevant review criteria within the Land Use Code at this stage of development.

CITY FINANCIAL IMPACTS

No direct financial impacts are associated with the establishment of initial zoning. Once developed, the property will generate property tax, sales tax and use tax revenue and will require ongoing City services consistent with other similarly developed properties.

COMMISSION RECOMMENDATION

On September 17, 2026, the Planning and Zoning Commission voted 5-0 to make a recommendation to City Council to annex and zone the subject property consistent with the requested LMN and MMN zone districts, with placement of the property into the Residential Neighborhood Sign District and LC1 Lighting District.

PUBLIC OUTREACH

A neighborhood meeting was held on May 13, 2024. Because the comments focused on the specific proposed development of the property and not on the proposed zoning more generally, and because the decision on the proposed development could be appealed to Council, those comments are not attached to this Agenda Item Summary. All other public notification requirements as required by State and local law have been met, including written notice to surrounding property owners and posting of the property.

ATTACHMENTS / LINKS

First Reading attachments available in October 6, 2026, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 137, 2026

ORDINANCE NO. 137, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING THE ZONING MAP OF THE CITY OF FORT COLLINS AND CLASSIFYING FOR ZONING PURPOSES THE PROPERTY INCLUDED IN THE STRAUSS LAKES ANNEXATION TO THE CITY OF FORT COLLINS, COLORADO, AND APPROVING CORRESPONDING CHANGES TO THE RESIDENTIAL NEIGHBORHOOD SIGN DISTRICT MAP AND LIGHTING CONTEXT AREA MAP

A. On October 20, 2026, City Council adopted on second reading Ordinance No. 135, 2026, annexing to the City of Fort Collins the property known as the Strauss Lakes Annexation (the "Property").

B. Division 6.1 of the Land Use Code of the City of Fort Collins establishes the Zoning Map and Zone Districts of the City.

C. Division 6.25 of the Land Use Code of the City of Fort Collins establishes procedures and criteria for reviewing the zoning of land.

D. Pursuant to Land Use Code Sections 6.10.3 and 6.25.2, the City Planning and Zoning Commission, at its meeting on September 17, 2026, unanimously on a 5-0 (Peel and York absent) vote recommended zoning the Property to be known as the Strauss Lakes Annexation (the "Property") as Low Density Mixed-Use Zone District ("LMN"), and Medium Density Mixed-Use Neighborhood Zone District ("MMN") as more particularly described below and determined that the proposed zonings are consistent with the City's Comprehensive Plan. The City Planning and Zoning Commission also unanimously recommended that the site be placed in the Residential Neighborhood Sign District pursuant to Land Use Code Section 5.16.1 and the LC1 Lighting Context Area pursuant to Land Use Code Section 5.12.1(H).

E. City Council has determined that the proposed zonings of the Property are consistent with the City's Comprehensive Plan, including the Structure Plan Map. Additionally, the proposed zoning is compatible with existing and proposed uses surrounding the Property, would not result in significant adverse impacts on the natural environment, and would result in a logical and orderly development pattern.

F. City Council has further determined that placement of the Property in the Residential Neighborhood Sign District and the LC1 Lighting Context Area are consistent with the Land Use Code.

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

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

Section 1. The Zoning Map of the City of Fort Collins adopted pursuant to Section 6.1.2 of the Land Use Code of the City of Fort Collins is hereby changed and amended by including the following portion of the Property in the Low Density Mixed-Use Neighborhood Zone District as more particularly described as:

A parcel of land being part of Section Twenty-eight (28) and part of the North Half (N1/2) of Section Thirty-three (33), both in Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 28 and assuming the West line of the Southwest Quarter (SW1/4) of said Section 28, being monumentalized by a #6 rebar with a 2 ½" aluminum cap stamped "LS34993, 2008" at the South end and by a 2 ⅜" pipe with a 3 ¼" aluminum cap stamped "LS17497, 1987" at the North end, as bearing North 00°10'30" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2007, a distance of 2651.08 feet, with all other bearings contained herein relative thereto:

THENCE North 00°10'30" West along the West line of the Southwest Quarter (SW1/4) of said Section 28 a distance of 1158.93 feet to the POINT OF BEGINNING, said point lying on the Easterly line of Webster Second Annexation, recorded July 20, 1992 as Reception No. 92041897 of the records of the Larimer County Clerk and Recorder;
THENCE continuing North 00°10'30" West along the West line of the Southwest Quarter (SW1/4) of said Section 28 and along the Easterly line of said Webster Second Annexation and along the Easterly line of Rigden Farm Annexation, recorded August 23, 1988 as Reception No. 88039690 of the records of the Larimer County Clerk and Recorder, a distance of 1492.15 feet to the West Quarter (W1/4) corner of said Section 28;
THENCE continuing North 00°10'30" West along the West line of the Northwest Quarter (NW1/4) of said Section 28 and along the Easterly line of said Rigden Farm Annexation a distance of 2159.30 feet;
THENCE North 89°49'30" East, departing from the West line of the Northwest Quarter (NW1/4) of said Section 28 and the Easterly line of said Rigden Farm Annexation, a distance of 114.66 feet;
THENCE South 15°04'45" East a distance of 229.68 feet;
THENCE South 21°36'28" West a distance of 108.13 feet;
THENCE South 10°32'42" East a distance of 115.89 feet;
THENCE South 24°37'47" East a distance of 522.26 feet;
THENCE South 46°01'34" East a distance of 284.23 feet;
THENCE South 42°28'26" East a distance of 371.08 feet;

THENCE South 38°25'34” East a distance of 345.50 feet;
THENCE South 34°19'19” East a distance of 367.14 feet;
THENCE South 31°19'46” East a distance of 461.85 feet;
THENCE South 27°58'39” East a distance of 474.36 feet;
THENCE South 33°07'21” East a distance of 473.54 feet;
THENCE South 52°30'40” East a distance of 198.11 feet;
THENCE South 19°48'54” East a distance of 318.67 feet;
THENCE South 29°45'20” East a distance of 461.31 feet;
THENCE South 30°25'11” East a distance of 283.52 feet;
THENCE South 35°02'30” East a distance of 249.02 feet;
THENCE South 44°01'29” East a distance of 131.65 feet;
THENCE South 46°36'26” East a distance of 232.41 feet;
THENCE South 00°00'00” East a distance of 170.07 feet to the South Right-of-way line of Horsetooth Road, said South Right-of-way line being Thirty (30) feet, as measured at a right angle, South of and parallel with the South line of the Southeast Quarter (SE1/4) of said Section 28;
THENCE North 89°39'32” West along said South Right-of-way line a distance of 358.46 feet to the East line of the Northwest Quarter (NW1/4) of said Section 33;
THENCE South 00°14'11" East along the East line of the Northwest Quarter (NW1/4) of said Section 33 a distance of 8.00 feet to the Northeast corner of Lot 2, Amended Plat of the Amended Plat of the Roselle - Shields M.L.D. No. 99-S1466, recorded July 6, 2016 as Reception No. 20160042793 of the records of the Larimer County Clerk and Recorder;
THENCE North 89°38'13” West along said the North line of said Lot 2, which is Thirty-eight (38) feet, as measured at a right angle, South of and parallel with the North line of the Northwest Quarter (NW1/4) of said Section 33, a distance of 1627.13 feet to the Northeasterly line of Tract "A," 2nd Amended Plat of Morgan's Ridge, P.U.D., recorded November 18, 1980 as Reception No. 388340 of the records of the Larimer County Clerk and Recorder;
THENCE North 25°40'04" West along the Northeasterly line of said Tract "A" a distance of 3.34 feet to the Northeast corner of said Tract "A," said point being a Southerly corner of Strauss Lakes Development Annexation, recorded May 1, 2003 as Reception No. 2003-0052891 of the records of the Larimer County Clerk and Recorder;
The following Seven (7) courses and distances are along the Southerly, Northeasterly and Northwesterly lines of said Strauss Lakes Development Annexation:
THENCE continuing North 25°40'04" West a distance of 5.56 feet;
THENCE South 89°38'13” East a distance of 31.31 feet;
THENCE North 23°15'56” West a distance of 513.99 feet;
THENCE North 37°49'36” West a distance of 188.78 feet;
THENCE North 46°56'06” West a distance of 839.47 feet;
THENCE North 32°02'34” West a distance of 60.00 feet;
THENCE South 57°57'25” West a distance of 93.99 feet to the POINT OF BEGINNING.
EXCEPTING THEREFROM:

A parcel of land being part of the West Half (W1/2) of Section Twenty-eight (28), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 28 and assuming the West line of the Southwest Quarter (SW1/4) of said Section 28, being monumentalized by a #6 rebar with a 2 ½" aluminum cap stamped "LS34993, 2008" at the South end and by a 2 ⅜" pipe with a 3 ¼" aluminum cap stamped "LS17497, 1987" at the North end, as bearing North 00°10'30" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2007, a distance of 2651.08 feet, with all other bearings contained herein relative thereto:

THENCE North 00°10'30" West along the West line of the Southwest Quarter (SW1/4) of said Section 28 a distance of 2651.08 feet to the West Quarter (W1/4) corner of said Section 28;

THENCE continuing North 00°10'30" West along the West line of the Northwest Quarter (NW1/4) of said Section 28 a distance of 143.27 feet;

THENCE North 86°52'25" East, departing from the West line of the Northwest Quarter (NW1/4) of said Section 28, a distance of 108.83 feet to a Point of Curvature (PC);

THENCE along the arc of a curve, which is concave to the South, a distance of 63.38 feet to the POINT OF BEGINNING, said curve having a radius of 310.00 feet, a central angle of 11°42'52" and a long chord bearing South 87°16'09" East a distance of 63.27 feet;

THENCE continuing along the arc of said curve, which is concave to the South, a distance of 58.06 feet a Point of Tangency (PT), said curve having a radius of 310.00 feet, a central angle of 10°43'53" and a long chord bearing South 76°02'46" East a distance of 57.98 feet;

THENCE South 70°40'50" East a distance of 500.39 feet to a Point of Curvature (PC);

THENCE along the arc of a curve, which is concave to the North, a distance of 32.49 feet, said curve having a radius of 625.00 feet, a central angle of 02°58'41" and a long chord bearing South 72°10'11" East a distance of 32.48 feet;

THENCE South 09°12'31" West, non-tangent to aforesaid curve, a distance of 548.55 feet;

THENCE North 89°33'45" West a distance of 475.26 feet;

THENCE North 00°17'08" East a distance of 727.33 feet to the POINT OF BEGINNING.

Said resulting parcel of land contains 139.835 acres, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said resulting parcel of land.

Section 2. The Zoning Map of the City of Fort Collins adopted pursuant to Section 6.1.2 of the Land Use Code of the City of Fort Collins is hereby changed and

amended by including the following portion of the Property in the Medium Density Mixed-Use Neighborhood Zone District as more particularly described as:

A parcel of land being part of the West Half (W1/2) of Section Twenty-eight (28), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:
COMMENCING at the Southwest corner of said Section 28 and assuming the West line of the Southwest Quarter (SW1/4) of said Section 28, being monumentalized by a #6 rebar with a 2 ½" aluminum cap stamped "LS34993, 2008" at the South end and by a 2 ⅜" pipe with a 3 ¼" aluminum cap stamped "LS17497, 1987" at the North end, as bearing North 00°10'30" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2007, a distance of 2651.08 feet, with all other bearings contained herein relative thereto:
THENCE North 00°10'30" West along the West line of the Southwest Quarter (SW1/4) of said Section 28 a distance of 2651.08 feet to the West Quarter (W1/4) corner of said Section 28;
THENCE continuing North 00°10'30" West along the West line of the Northwest Quarter (NW1/4) of said Section 28 a distance of 143.27 feet;
THENCE North 86°52'25" East, departing from the West line of the Northwest Quarter (NW1/4) of said Section 28, a distance of 108.83 feet to a Point of Curvature (PC);
THENCE along the arc of a curve, which is concave to the South, a distance of 63.38 feet to the POINT OF BEGINNING, said curve having a radius of 310.00 feet, a central angle of 11°42'52" and a long chord bearing South 87°16'09" East a distance of 63.27 feet;
THENCE continuing along the arc of said curve, which is concave to the South, a distance of 58.06 feet a Point of Tangency (PT), said curve having a radius of 310.00 feet, a central angle of 10°43'53" and a long chord bearing South 76°02'46" East a distance of 57.98 feet;
THENCE South 70°40'50" East a distance of 500.39 feet to a Point of Curvature (PC);
THENCE along the arc of a curve, which is concave to the North, a distance of 32.49 feet, said curve having a radius of 625.00 feet, a central angle of 02°58'41" and a long chord bearing South 72°10'11" East a distance of 32.48 feet;
THENCE South 09°12'31" West, non-tangent to aforesaid curve, a distance of 548.55 feet;
THENCE North 89°33'45" West a distance of 475.26 feet;
THENCE North 00°17'08" East a distance of 727.33 feet to the POINT OF BEGINNING.

Said parcel of land contains 7.664 acres, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

Section 3. The Sign District Map adopted pursuant to Section 5.16.1(M) of the Land Use Code of the City of Fort Collins is hereby changed and amended by showing that the Property described herein is included in the Residential Neighborhood Sign District.

Section 4. The Lighting Context Area Map adopted pursuant to Section 5.12.1(H) of the Land Use Code of the City of Fort Collins is hereby changed and amended by showing that the Property described herein is included in the LC1 Lighting Context Area.

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

Introduced, considered favorably on first reading on October 6, 2026, and approved on second reading for final passage on October 20, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: October 30, 2026
Approving Attorney: Brad Yatabe

Exhibit: None

File Attachments for Item:

8. First Reading of Ordinance No. 138, 2026, Appropriating Unanticipated Philanthropic Revenue Received Through City Give.

The purpose of this item is to request an appropriation of $59,388.80 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.

October 20, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Emily Land, Director of Philanthropy & Strategic Partnerships

SUBJECT

First Reading of Ordinance No. 138, 2026, Appropriating Unanticipated Philanthropic Revenue Received Through City Give.

EXECUTIVE SUMMARY

The purpose of this item is to request an appropriation of $59,388.80 in philanthropic revenue received through City Give. These miscellaneous gifts to various City departments support a variety of programs and services and are aligned with both the City's strategic priorities and the respective donors' designation.

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

STAFF RECOMMENDATION

Staff recommends the adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

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

The City received several individual philanthropic donations in 2026 totaling $59,388.80 to support various departments, and these funds are currently unappropriated. Both Section 2.2 of the City's Financial Management Policy 2 – Revenue, as approved by City Council, and the Administrative Philanthropic Governance Policy 6.04, adopted by the City Manager, (together the "City Give Policies"), provide the bases and processes for the responsible and efficient management of charitable donations to the City. Gifts totaling $59,388.80 have been received for various programs. These gifts include: $6,250.00 from Mountain Valley Bank to support the Summer Concert Series, $6,004.75 from individual various donors to benefit the Lincoln Center, $1,500.00 from various individual donors to benefit forestry, $500.00 from Alliant Insurance Services to support the Health Fair, $500.00 from Alerus to benefit the Health Fair, $500.00 from Delta Dental to support the Health Fair, $500.00 from CVS Caremark to support the wellness fair, $1,000.00 from an individual donor to benefit the Epic Facility, $2,500.00 from Skydio to support the FCPS Drone Summit, and $5,134.05 from individual donors to benefit the Utility Payment Assistance Fund, and $35,000.00 from Artspire to benefit the Lincoln Center.

CITY FINANCIAL IMPACTS

Upon adoption, this Ordinance will appropriate in the current fiscal year into the Funds as detailed in the table below in new philanthropic revenue received by City Give in the amount of $59,388.80 and authorize expenditures against those revenues for the purposes and in the amounts as directed by donors to support various City departments to support a range of programs and services.

Fund	Project	Amount	Lapsing/Non-lapsing
General Fund	Tribute Tree: Ray	$ 500.00	Non-lapsing
General Fund	Tribute Tree: LeAnne Trozan	$ 500.00	Non-lapsing
General Fund	Tribute Tree: Sandra & John Lindell	$ 500.00	Non-lapsing
General Fund	Sponsorship: City of FoCo Flourish Fest	$ 500.00	Lapsing
General Fund	Sponsorship: City of FoCo Flourish Fest	$ 500.00	Lapsing
General Fund	Skydio: Drone Summit Sponsorship	$ 2,500.00	Lapsing
General Fund	Sponsorship: City of FoCo Flourish Fest	$ 500.00	Lapsing
Arts and Culture Fund	GOSC/LC: Summer Concert Series Sponsorship: MVB	$ 6,250.00	Lapsing
Arts and Culture Fund	LC Box Office Donations: Feb	$ 1,242.25	Lapsing
Arts and Culture Fund	LC Box Office Donations: March	$ 622.50	Lapsing
Arts and Culture Fund	LC Box Office Donations: April	$ 1,858.00	Lapsing
Arts and Culture Fund	LC Box Office Donations: May	$ 47.00	Lapsing
Arts and Culture Fund	LC Box Office Donaitons: June	$ 1,797.75	Lapsing
Arts and Culture Fund	LC Box Office Donaitons: July	$ 437.25	Lapsing
Arts and Culture Fund	LC: Artspire NoCo/LCSL - LC Educational Outreach Program: 26/27	$ 35,000.00	Lapsing
Recreation Fund	Rick Robbins Memorial Gift: Lisa Keeton	$ 1,000.00	Lapsing
Light & Power Fund	Payment Assistance Fund: Novy	$ 2,500.00	Non-lapsing

Light & Power Fund	Payment Assistance Fund: Donation Kornfeld #4	$ 300.00	Non-lapsing
Light & Power Fund	Utility Customer August Auto Contributions	$ 2,334.05	Non-lapsing
Benefits Fund	Sponsorship: City of FoCo Flourish Fest	$ 500.00	Lapsing

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

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

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS / LINKS

1. Ordinance No. 138, 2026

ORDINANCE NO. 138, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING UNANTICIPATED PHILANTHROPIC REVENUE
RECEIVED THROUGH CITY GIVE

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

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

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

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

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

F. City Council wishes to designate the appropriation in the Light & Power Fund, which is for the Payment Assistance Fund; and $1,500.00 of the appropriations in the General Fund, which is for the Tribute Tree program, as appropriations that shall not lapse until the earlier of the expiration of the donation or the City's expenditure of all funds received from such donation.

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

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

General Fund	$ 5,500.00
Arts and Culture Fund	$ 47,254.75
Recreation Fund	$ 1,000.00
Light & Power Fund	$ 5,134.05
Benefits Fund	$ 500.00

Section 2. The $5,134.05 appropriation in the Light & Power Fund, which is for the Payment Assistance Fund; $1,500.00 of the appropriations in the General Fund, which is for the Tribute Tree program, are hereby designated, as authorized in Article V, Section 11 of the City Charter, as appropriations that shall not lapse at the end of this fiscal year but continue until the earlier of the expiration of the donation or the City's expenditure of all funds received from such or donation.

Introduced, considered favorably on first reading on October 20, 2026, and approved on second reading for final passage on reading date November 3, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: November 13, 2026
Approving Attorney: Dianne Criswell

Exhibit: None

File Attachments for Item:

9. First Reading of Ordinance No. 139, 2026, Making a Supplemental Appropriation of Anticipated Grant Revenue and Prior Year Reserves for the Northern Colorado Regional Airport Runway 15/33 Widening Project.

The purpose of this item is to appropriate $935,499 in anticipated additional funding for the Northern Colorado Regional Airport Runway 15/33 Widening Project. The additional costs are driven primarily by FAA-directed safety modifications identified through the Safety Risk Management review and increased construction inspection and quality assurance testing to support the project's 24-hour Phase 2 construction schedule. This schedule was implemented to complete the project on time and reduce disruptions to Airport users. The funding also covers necessary infrastructure improvements identified during construction and additional operational support.

The appropriation will be funded by $607,759 in anticipated Federal Aviation Administration (FAA) grant funding and $327,740 in unassigned Airport reserves. No contribution from the City's General Fund is requested.

October 20, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Dylan Swanson, Airport Operations Manager

SUBJECT

First Reading of Ordinance No. 139, 2026, Making a Supplemental Appropriation of Anticipated Grant Revenue and Prior Year Reserves for the Northern Colorado Regional Airport Runway 15/33 Widening Project.

EXECUTIVE SUMMARY

The purpose of this item is to appropriate $935,499 in anticipated additional funding for the Northern Colorado Regional Airport Runway 15/33 Widening Project. The additional costs are driven primarily by FAA-directed safety modifications identified through the Safety Risk Management review and increased construction inspection and quality assurance testing to support the project's 24-hour Phase 2 construction schedule. This schedule was implemented to complete the project on time and reduce disruptions to Airport users. The funding also covers necessary infrastructure improvements identified during construction and additional operational support.

The appropriation will be funded by $607,759 in anticipated Federal Aviation Administration (FAA) grant funding and $327,740 in unassigned Airport reserves. No contribution from the City's General Fund is requested.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

Background and Governance

Northern Colorado Regional Airport ("Airport") is jointly owned by the Cities of Fort Collins and Loveland. The Airport operates under the direct governance of both City Councils, with the Airport Director reporting to the respective City Managers. Major actions, including budget approvals and significant capital projects, require approval from both Councils.

Runway 15/33 Widening Project

Runway 15/33 is the Airport's only operational runway. The project widens the runway from 100 feet to 150 feet to meet FAA design standards for its C/D-III Runway Design Code. Developed over several years in coordination with the FAA and the Colorado Department of Transportation Division of Aeronautics, the

project will improve operational safety and reliability, extend pavement life, and reduce energy costs through upgraded lighting.

The project includes widening the runway; replacing outdated lighting, signage, and Precision Approach Path Indicators with energy-efficient LED systems; installing edge drains and stormwater infrastructure; reconstructing connector taxiways to meet current FAA geometry standards; and applying a seal coat and updating pavement markings.

Construction began on June 1, 2026, and is expected to be substantially completed in early November 2026. Limited nighttime closures are planned in spring 2027 to complete painting, seal coating, and grooving.

Additional Funding Request

Since the April 2026 supplemental appropriation associated with the project's Infrastructure Investment and Jobs Act ("IIJA") grant, changes to the construction schedule have increased inspection and testing needs. Amrize, the prime construction contractor, and Dibble Engineering, the Airport's construction administration consultant, evaluated several phasing options in coordination with the FAA. In August 2026, Amrize elected to use day and night shifts during Phase 2 to maintain the project schedule, and the FAA approved the approach. The schedule requires nighttime inspections by Dibble and quality assurance testing by its subconsultant, Terracon, beyond the coverage originally budgeted. Other additional costs were identified through the FAA's Safety Risk Management panel review and during construction.

The FAA has notified the Airport and the Cities that an allocation of $607,759 in additional 2026 IIJA grant funds is likely to be available to support these additional project costs and would be released upon completion of hte project. If awarded, the additional FAA grant funds will be subject to the Cities' execution of an amendment to the 2026 IIJA grant agreement upon completion of the Airport Runway Project and will require a local match from the Cities of $327,740. The supplemental appropriation of those additional grant funds and the associated local match will fund two Amrize change orders and associated inspection, testing, equipment, and operational costs. The principal cost drivers are:

- Safety: FAA Safety Risk Management review costs and FAA-mandated modifications to improve construction safety.
- Construction oversight: Additional inspections and quality assurance testing beyond the originally scoped coverage to support the 24-hour construction schedule.
- Infrastructure: Replacement of aging runway infrastructure to improve safety
- Operational support and verification: Extended air traffic control hours, a temporary taxiway, and an FAA flight inspection.

The Runway 15/33 Widening Costs and Contract Summary provides an itemized summary of the additional project costs. Approval will increase the total project budget to approximately $20,696,758. Without the additional appropriation, the Airport would lack sufficient funding for the additional inspection, testing, and related project work, potentially delaying completion.

CITY FINANCIAL IMPACTS

This Ordinance appropriates $935,499, consisting of $607,759 in anticipated FAA grant revenue through an amendment to the 2026 IIJA grant and $327,740 from unassigned Airport reserves. These are one-time project expenditures. The grant amendment and related contract documents will be coordinated in accordance with applicable procurement and Airport governance requirements.

Funding source	Amount
FAA grant revenue	$607,759
Unassigned Airport reserves	$327,740
Total supplemental appropriation	$935,499

The remaining unassigned Airport fund balance is expected to be approximately $2,300,000 following approval. This appropriation has no financial impact on the City's General Fund.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The former Airport Commission was dissolved in 2025 and has not reviewed this supplemental appropriation. Loveland City Council is scheduled to consider the corresponding supplemental appropriation on First Reading on October 20, 2026.

PUBLIC OUTREACH

Feedback from stakeholder meetings in early 2026 prompted Airport staff to review and revise the construction plan to reduce operational impacts on Airport users. Airport stakeholders receive project updates through email, the Airport website, and project update meetings held every two weeks.

ATTACHMENTS / LINKS

1. Runway 15/33 Widening Costs and Contract Summary
2. Presentation
3. Ordinance No. 139, 2026

Runway 15-33 Widening Project — Supplemental Appropriation
Cost Summary

Itemized Cost Summary — Attachment 2 to Agenda Item Summary

This attachment summarizes the additional Runway 15/33 Widening Project costs included in the requested supplemental appropriation of $935,498.82. These costs include two Amrize change orders, one Dibble Engineering amendment, equipment, safety review and related modifications, and operational expenses.

ITEM	DESCRIPTION / JUSTIFICATION	AMOUNT
Amrize Change Order No. 1		
ESI No. 3	Properly marks designated aircraft movement areas to increase safety as the airport continues to develop.	**$31,779.00**
ESI No. 4	Updates construction work-area boundaries and related safety markings to reduce impacts to airport operations during construction, driven by the Federal Aviation Administration's safety review process and coordination with the airport and air traffic control tower.	**$317,050.73**
ESI No. 5	Installs a temporary route for aircraft to move around a closed section of runway, improving safety by avoiding a long backup maneuver directly on the runway. Directly tied to the Federal Aviation Administration's safety review process.	**$153,511.43**
ESI No. 7	Additional runway closure markings and signal changes required by the Federal Aviation Administration's safety review process.	**$57,338.20**
Phase 1 Repairs	Localized pavement repairs to existing runway surface identified during airport inspection.	**$25,601.20**
Amrize Change Order No. 1 Subtotal		**$585,280.56**

Additional Items		
Dibble Amendment No. 1	Provides the additional nighttime inspection and testing staff needed to support the contractor's expedited 24-hour construction schedule, helping ensure the project stays on schedule.	**$149,523.98**
SRM Facilitator	Federal Aviation Administration Safety Risk Management facilitator cost, tied directly to the project's required safety review process.	**$22,330.00**
Amrize Change Order No. 2	Necessary repairs to mitigate future operational safety risks and prevent additional runway downtime.	**$15,505.00**

Light Fixture Purchase	Replaces aging aircraft navigational lighting equipment, increasing safety for the traveling public.	**$18,000.00**
ATCT Extended Hours	Extended Air Traffic Control Tower hours, an Airport-initiated safety measure to provide pilots additional support after nightly runway closure. Funded locally; not part of the federal funding request.	**$120,000.00**
Flight Check	Federal Aviation Administration flight check services for runway lighting systems. Funded locally; not part of the federal funding request.	**$24,859.28**
Additional Items Subtotal		**$350,218.26**
TOTAL - SUPPLEMENTAL APPROPRIATION REQUEST		**$935,498.82**

Note: ATCT Extended Hours and Flight Check are funded locally through Airport Fund Balance and are not included in the FAA grant amendment funding request.

City of Fort Collins

10-20-2026

Runway 15-33 Widening Project Supplemental Budget & Appropriation

Dylan Swanson

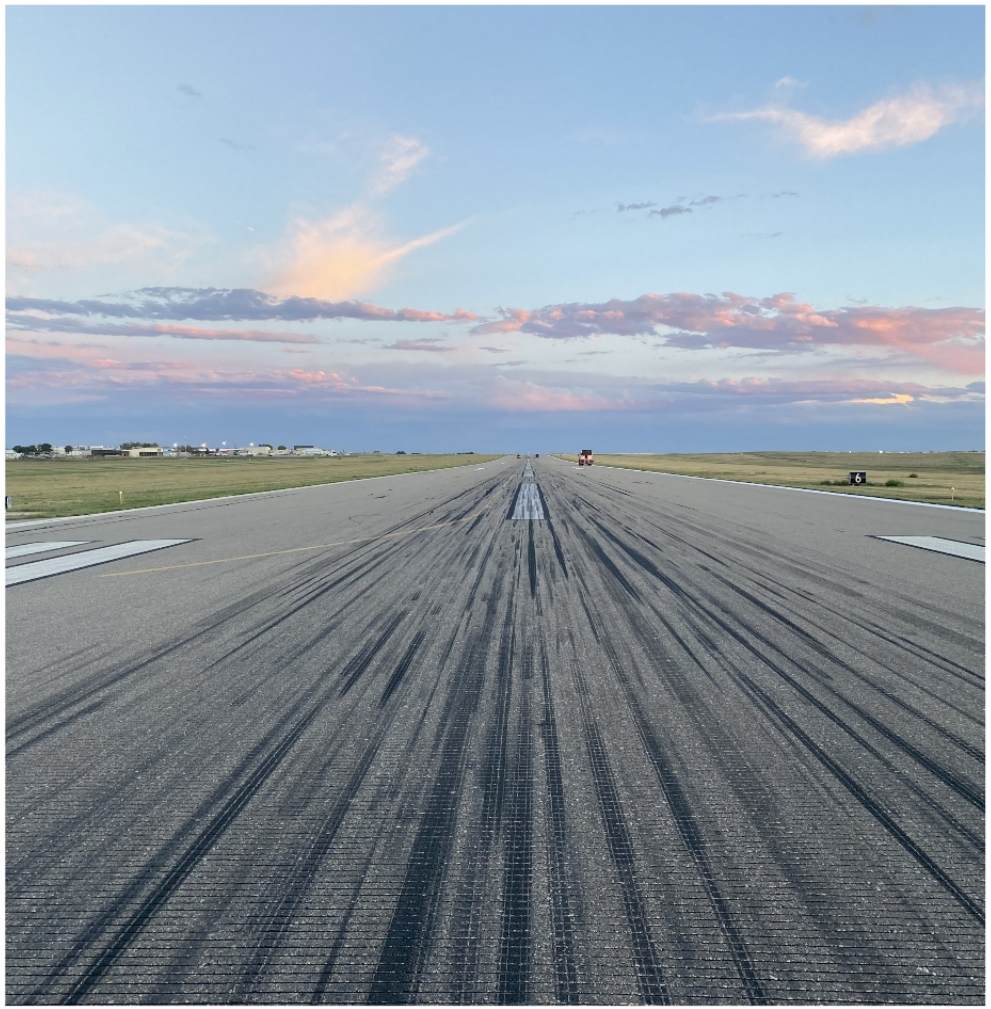
Airport Operations Manager



Purpose of Agenda Item

Approve $935,499 in Additional Funding for the Runway 15-33 Widening Project

- Project previously approved by both Fort Collins and Loveland
- Fund FAA directed safety enhancements, additional quality control and oversight, and replacement of aging infrastructure needed to Complete Project
- Bring Runway into compliance with FAA design standards
- This appropriation represents 4.5% of a $20.7 million project



Project Overview

Widening our only runway to meet FAA standards

100 → 150 ft
Width needed to meet FAA standards.

$20.7M
Total project budget including this $935,499 request

No General Fund $
Project is funded entirely by FAA, CDOT, and Airport Reserve Funds



Secured and Appropriated (95.48%)

$935,499
Needed to Complete the Project (4.52%)

Includes: New LED lighting and signage · Edge drains and stormwater · Rebuilt connector taxiways · Seal coat and new markings

Construction underway, August 2026



Runway edge and work area

Existing runway on the left, with the widening work and contractor staging to the right.

Drone survey by The Flying Lizard, August 26, 2026

Funding Partnership

A two-way commitment with the FAA

THE FAA COMMITS

- Fund most of the project through federal grants
- Partner with CDOT Aeronautics on the state share
- Oversee the work to FAA standards

THE CITIES COMMIT

- Fund the local share (with Airport reserve funds)
- Complete the project as agreed
- Keep the runway safe, open, and maintained to FAA standards

Finishing the work protects the federal funds already awarded and keeps FNL eligible for future grants.

Appropriation Request

CURRENT APPROPRIATION REQUEST

$935,499

4.52% of total project funding

FAA grant amendment anticipated

$607,759 **65.0%**
Anticipated federal funds

$327,740 **35.0%**
Local funds / Airport reserves

AIRPORT RESERVE FUND

$2.3 million

Projected balance after expenditure

TOTAL FUNDING MIX (Includes this appropriation)

$20,696,758
Total project funding



- Federal $19,016,742 (91.9%)
- CDOT $294,164 (1.4%)
- Local $1,385,852 (6.7%)

Airport reserve fund; no impact to City general fund

Amounts rounded to the nearest dollar.

Construction Plan Changes

Cost drivers

SAFETY

FAA-required safety changes

following the FAA Safety Risk Management review

OVERSIGHT

24-hour construction

Night inspection and testing to keep the schedule on track

INFRASTRUCTURE

Aging equipment

Old runway equipment replaced during construction

OPERATIONS

Airport operations

Extended tower hours, temporary taxiway, FAA flight check

Construction Schedule

Construction done in early November

JUNE 2026
Construction starts

AUGUST 2026
FAA approves day and night shifts

EARLY NOV 2026
Substantially complete

SPRING 2027
Night closures to finish paint and grooving

Recommended Action

Adopt the ordinance on first reading

Appropriates $935,499 to the 2026 Airport budget to finish the runway safely and on time.

Without this appropriation, the project could be delayed or remain incomplete. When the Cities accepted the previous grants, they committed to completing the project. Failure to fulfill that commitment could require repayment of grant funds and jeopardize eligibility for future grants.



City of Fort Collins

NORTHERN COLORADO REGIONAL AIRPORT

Questions?

City of Fort Collins

NORTHERN COLORADO REGIONAL AIRPORT

Thank You!

ORDINANCE NO. 139, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING A SUPPLEMENTAL APPROPRIATION OF ANTICIPATED GRANT REVENUE AND PRIOR YEAR RESERVES FOR THE NORTHERN COLORADO REGIONAL AIRPORT RUNWAY 15/33 WIDENING PROJECT

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

B. The Cities currently operate and maintain the Airport pursuant to the Intergovernmental Agreement between the Cities of Loveland and Fort Collins Regarding the Joint Operation of the Northern Colorado Regional Airport in Furtherance of a Transition to an Airport Authority, dated October 27, 2025, as amended (the "IGA").

C. Major actions by the Airport, including budget approvals and significant capital projects, require approval from both Councils.

D. Runway 15/33 is the Airport's only operational runway.

E. The Cities, by resolution, adopted the 2020 Airport Master Plan, which included the widening and extending of Runway 15/33 to meet Federal Aviation Administration ("FAA") standards and to address future Airport needs.

F. The FAA provides grant funding to eligible airports to enable those airports to pursue, in a timely manner, capital improvements included within an adopted Airport Master Plan.

G. In 2025, the Cities were awarded FAA airport infrastructure grant, funding the amount of $16,730,725 for the purpose of designing and constructing a widened runway at the Airport (AIG Project No. 3-08-0023-047-2025) (the "Airport Runway Project"), which was previously approved by Council as a non-lapsing appropriation, along with the required local matching funds. Ordinance No. 153, 2024.

H. In 2026, the Cities were awarded a FAA Infrastructure Investment and Jobs Act ("IIJA") grant agreement, which was executed by the Cities on February 11, 2026, and originally provided grant funds in the amount of $1,678,254 for the Airport Runway Project (IIJA Project No. 3-08-0023-04-2026), which was approved by Council earlier this year as a non-lapsing appropriation along with the required local matching funds through Ordinance No. 026, 2026.

I. Construction for the Airport Runway Project began on June 1, 2026, and is expected to be substantially completed in early November 2026 and finalized in Spring 2027.

J. Since the City adopted Ordinance No. 026, 2026, the FAA, through its Safety Risk Management review process, has mandated that the Airport make modifications to improve construction safety for the Airport Runway Project.

K. These FAA mandates, along with adjustments to the construction schedule, have resulted in the need for increased inspection and quality assurance testing, necessary infrastructure improvements, and additional operational support for the Airport Runway Project, which will be provided pursuant to two change orders with the prime construction contractor.

L. The FAA has indicated to the Airport and the Cities that an allocation of $607,759 is likely to be available to fund these change orders from additional 2026 IIGA grant funds to be released upon completion of the project. If awarded, the additional grant funds will be subject to the Cities' execution of an amendment to the 2026 IIJA grant agreement upon completion of the Airport Runway Project and will require a local match from the Cities of $327,740.

M. The FAA's signature on the change orders will document its acknowledgement that these project costs are eligible for additional grant funding.

N. This Ordinance appropriates the anticipated additional 2026 IIJA grant funds and the required local match to be used for the Airport Runway Project.

O. This appropriation is necessary to improve construction safety and reduce disruptions to Airport users while the Airport Runway Project is underway

P. Approval of this Ordinance will increase the total budget for the Airport Runway Project to approximately $20,696,758.

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

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

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

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

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

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

W. City Council desires to designate the appropriation herein for Airport Runway Project as an appropriation that shall not lapse until the completion of the project.

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

Section 1. There is hereby appropriated from prior year reserves in the Airport Fund the sum of THREE HUNDRED TWENTY-SEVEN THOUSAND SEVEN HUNDRED FORTY DOLLARS ($327,740) to be expended in the Airport Fund for the Airport Runway Project.

Section 2. There is hereby appropriated from new revenue or other funds in the Airport Fund the sum of SIX HUNDRED SEVEN THOUSAND SEVEN HUNDRED FIFTY-NINE DOLLARS ($607,759) to be expended in the Airport Fund for the Airport Runway Project.

Section 3. The appropriations herein for Airport Runway Project are hereby designated, as authorized in Article V, Section 11 of the City Charter, as appropriations that shall not lapse at the end of this fiscal year but continue until the completion of the project.

Introduced, considered favorably on first reading on October 20, 2026, and approved on second reading for final passage on November 3, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: November 13, 2026
Approving Attorney: Madelene Shehan

Exhibit: None

File Attachments for Item:

10. First Reading of Ordinance No. 140, 2026, Appropriating Unanticipated Grant Revenue from the Colorado Department of Transportation Office of Transportation Safety for the Safer Speeds Fort Collins Program.

The purpose of this item is to appropriate $79,999.82 of unanticipated grant revenue from the Colorado Department of Transportation Office of Transportation (“CDOT”) Safety for the Safer Speeds Fort Collins Program. The funding will support high-visibility speed enforcement, education, and outreach to reduce serious injury and fatal crashes in Fort Collins.

October 20, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Phil Morris, Officer, Police Services
Chris Bland, Sergeant, Police Services
Carisa Clinton, Manager, Grants Administration

SUBJECT

First Reading of Ordinance No. 140, 2026, Appropriating Unanticipated Grant Revenue from the Colorado Department of Transportation Office of Transportation Safety for the Safer Speeds Fort Collins Program.

EXECUTIVE SUMMARY

The purpose of this item is to appropriate $79,999.82 of unanticipated grant revenue from the Colorado Department of Transportation Office of Transportation ("CDOT") Safety for the Safer Speeds Fort Collins Program. The funding will support high-visibility speed enforcement, education, and outreach to reduce serious injury and fatal crashes in Fort Collins.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The Highway Safety Office, a division of the CDOT Office of Transportation Safety, supports programs aimed at improving driver behavior and reducing traffic crashes across Colorado. Fort Collins Police Services will use this funding for a project focused on reducing serious injury and fatal crashes related to speeding and reckless driving. The project will include high-visibility enforcement, education, social media outreach, and targeted enforcement days throughout the year.

CITY FINANCIAL IMPACTS

This item appropriates $79,999.82 of unanticipated grant revenue from the Colorado Department of Transportation Office of Transportation Safety to the General Fund. Grant funds will support high-visibility speed enforcement, education, and outreach to reduce serious injury and fatal crashes in Fort Collins.

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

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS / LINKS

1. Grant Agreement – State Purchase Order
2. Small Dollar Grant Award Terms and Conditions
3. Ordinance No. 140, 2026

Colorado Dept of Transportation
2829 W. Howard Place
Denver CO 80204

Buyer: Richard Clark
Phone Number:
Agency Contact: Chasity Gentry
Phone Number: 303-757-9420

DATE: 07/11/2026

IMPORTANT
The PO# and Line# must appear on all invoices, packing slips, cartons and correspondence

Purchase Order
State of Colo

PO# 411045389
Award#:
BID#:

Vendor Master#: 2000023
Phone: 970-221-6770
Vendor Contact:

VENDOR
CITY OF FORT COLLINS
300 LAPORTE AVENUE
FORT COLLINS CO 80521

Invoice
TO: CDOT OFFICE OF TRANSP. SAFETY
2829 W. Howard Place
DENVER CO 80204

Payment will be made by this agency

Ship
TO: Colorado Dept of Transportation
2829 W Howard Pl
Denver CO 80204

Delivery/Installation Date: **09/30/2027**
PO Expiration Date: **09/30/2027**

INSTRUCTIONS TO VENDOR

1. If for any reason, delivery of this order is delayed beyond the delivery/Installation date shown, please notify the agency contact named at the top left (Right of cancellation is reserved in instances in which timely delivery is not made). 2. All chemicals, equipment and materials must conform to the standards required by OSHA. 3. NOTE: Additional terms and conditions on reverse side or at address shown in Special Instructions.

SPECIAL INSTRUCTIONS
***Office of Transportation Safety Fort Collins PD Safer Speeds Fort Collins PO effective 10/01/2026 through 09/30/2027**

LINE	PRODUCT NUMBER / PRODUCT CATEGORY / DESCRIPTION	UOM / PLANT	QUANTITY	UNIT COST	TOTAL ITEM COST
00001	92585 OTS Grant FFY27- Fort Collins PD PTS	AU 7001	79,999.82 0	1.00	79,999.82

DOCUMENT TOTAL: 79,999.82

THIS PO IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS
https://osc.colorado.gov/spco/central-contracts-unit/purchase-order-terms-conditions
DP-01 (R-02/06)

FOR THE STATE OF COLORADO

Authorized Signature **Date**

Signature not required if PO transmitted electronically.

State of Colorado Small Dollar Grant Award Terms and Conditions

1. Offer/Acceptance.

This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology, and Addendum 2: Additional Terms and Conditions for Federal Provisions, below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.

2. Order of Precedence.

In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: (1) if applicable, Addendum 2: Additional Terms and Conditions for Federal Provisions, below; (2) the Small dollar Grant Award document; (3) these terms and conditions (including, if applicable, Addendum 1 below); and (4) any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.

3. Changes.

Once accepted in accordance with §1, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.

4. Definitions.

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

Federal Award specifically indicate otherwise; and (p) "Work" means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

5. Delivery.

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

6. Rights to Materials.

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

7. Grantee Records.

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Grantee must collect, transmit, and store information related to this Agreement in open and machine-readable formats (2 CFR 200.336). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee

shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, et seq. Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Reporting.

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

9. Conflicts of Interest.

Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear

to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

10. Taxes.

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

11. Payment.

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

12. Term.

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

13. Payment Disputes.

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

14. Matching Funds.

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

15. Reimbursement of Grantee Costs.

If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except

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

16. Close-Out.

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

17. Assignment.

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

18. Subcontracts.

Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and

regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

19. Severability.

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

20. Survival of Certain Agreement Terms.

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

21. Third Party Beneficiaries.

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

22. Waiver.

A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

23. Indemnification.

[Not Applicable to Inter-governmental agreements] Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or

improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

24. Notice.

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

25. Insurance.

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

26. Termination Prior to Grantee Acceptance.

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

27. Termination for Cause.

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

28. Termination in Public Interest.

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

29. Termination for Funds Availability.

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds

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

30. Grantee's Termination Under Federal Requirements.

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

31. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, et seq. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

32. Grant Recipient.

Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable

employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

33. Compliance with Law.

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

34. Choice of Law, Jurisdiction and Venue.

[Not Applicable to Inter-governmental agreements] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

35. Prohibited Terms.

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

36. Public Contracts for Services.

[Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information

technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre- employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

37. Public Contracts with Natural Persons.

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

38. Whistle Blower Protections.

An employee of a grantee must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for

or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

39. Accessibility.

Grantee shall comply with the *Accessibility Standards for Individuals with a Disability,* as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. The State may require Grantee's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State. Grantee shall indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties"), for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Contractor's noncompliance with §§24-85-101, et seq., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section.

Addendum 1:

Additional Terms & Conditions for Information Technology

If any part of the subject matter of this Agreement is Information Technology, as defined in CRS ¤ 24-37.5-102(2), the following provisions also apply to this Agreement.

A. Definitions.

The following terms shall be construed and interpreted as follows: (a) "CJI" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; (b) "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 et seq.; (c) "PCI" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law; (d) "PHI" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; (e) "PII" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; (f) "State Confidential Information" means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act, (g) "State Fiscal Rules" means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); (h) "State Fiscal Year" means a 12 month period beginning on July 1 of each

calendar year and ending on June 30 of the following calendar year; (i) "State Records" means any and all State data, information, and records, regardless of physical form; (j) "Tax Information" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and (k) "Work Product" means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property.

Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to (a) its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and (b) all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source

code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement (a) entered into as exhibits or attachments to this Agreement, (b) obtained by the State from the applicable third party Grantee, or (c) in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that (a) requires the State or the State to indemnify Grantee or any other party, (b) is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or (c) is contrary to this Agreement.

C. Information Confidentiality.

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at http://oit.state.co.us/ois, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. Other Entity Access and Nondisclosure Agreements.

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

E. Use, Security, and Retention.

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

F. Incident Notice and Remediation.

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

analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling.

Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance.

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

I. Safeguarding PII.

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from

the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 et seq. In addition, as set forth in §24-74-102, et seq., C.R.S., Grantee, including, but not limited to, Grantee's employees, agents and subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databased containing PII, Grantee shall execute, on behalf of itself and its employees, the Certification PII Individual Certification Form or PII Entity Certification Form on an annual basis and Grantee's duty shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such subcontractors to execute and deliver the certification to the State on an annual basis, so long as the subcontractor has access to State databases containing PII.

J. Software Piracy Prohibition.

The State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restriction

K. Information Technology.

To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality,

integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies. Grantee shall not allow remote access to State Records from outside the United States, including access by Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

Grant Federal Provisions

If any part of this PO has been funded, in whole or in part, with federal funds, then following provisions shall also apply to this PO.

1. Applicability of Provisions.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. Definitions.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a non-federal entity;

2.1.2.2. a non-profit organization or for-profit organization;

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.5. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.6. "Grantee" means the party or parties identified as such in the Grant to which these Federal provisions are attached. Grantee also means Subrecipient.

2.1.7. "Non-Federal Entity" means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.8. "Nonprofit Organization" organization, that:

2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.8.2. Is not organized primarily for profit; and

2.1.8.3. Uses net proceeds to maintain, improve, or expand the organization's operations; and

2.1.8.4. Is not an IHE.

2.1.9. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.10. "Pass-through Entity" means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.

2.1.11. "Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.12. "Subaward" means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.

2.1.13. "Subrecipient" means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency. Subrecipient also means Grantee.

2.1.14. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

2.1.15. "Total Compensation" means the cash and noncash dollar value an Executive earns during the entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Unique Entity ID" (UEI) is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).

2.1.18. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. Compliance.

3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. System for Award Management (SAM) and Unique Entity ID Requirements.

4.1. SAM. Subrecipient must obtain a UEI but are not required to fully register in Sam.gov. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at http://www.sam.gov at least annually after

the initial registration, and more frequently if required by changes in Subrecipient's information.

5. Total Compensation.

5.1.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.2. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.3. In the preceding fiscal year, Subrecipient received:

5.1.3.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.3.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.3.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. Reporting.

6.1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. Effective Date and Dollar Threshold for Reporting.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to

the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

7.2. The procurement standards in §9 below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. Subrecipient Reporting Requirements.

8.1. Subrecipient shall report as set forth below.

8.1.1. To Recipient. A Subrecipient shall report the following data elements in SAM for each Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:

8.1.1.1. Subrecipient Unique Entity ID;

8.1.1.2. Subrecipient Unique Entity ID if more than one electronic fund transfer (EFT) account;

8.1.1.3. Subrecipient parent's organization Unique Entity ID;

8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.1.6. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip Code +4, and Congressional District.

8.1.2. The Recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.frsrs.gov.

9. Procurement Standards.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable

regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

9.5. Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

10. Access to Records.

10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.

10.2. A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

11. Single Audit Requirements.

11.1. If a Subrecipient expends $1,000,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $1,000,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. Required Provisions for Subrecipient with Subcontractors.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;

12.1.1. For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)

12.1.2. For contracts with Subcontractors – Include the terms in the Contract Federal Provisions Exhibit.

13. Certifications.

13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.415. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. Exemptions.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Subrecipient with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. Event of Default and Termination.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.1.1. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.1.1.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.1.1.2. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.1.1.3. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.1.1.4. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award

16. Additional Federal Requirements.

16.1. Whistle Blower Protections

16.1.1. An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in

paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

ORDINANCE NO. 140, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING UNANTICIPATED GRANT REVENUE FROM THE COLORADO DEPARTMENT OF TRANSPORTATION OFFICE OF TRANSPORTATION SAFETY FOR THE SAFER SPEEDS FORT COLLINS PROGRAM

A. Fort Collins Police Services ("FCPS") was awarded a $79,999.82 grant through the Colorado Department of Transportation ("CDOT") Highway Safety Office ("HSO") for the Safety for the Safer Speeds Fort Collins Program (the "Program"). The funding will support high-visibility speed enforcement, education, and outreach to reduce serious injury and fatal crashes in Fort Collins.

B. The item appropriates $79,999.82 in unanticipated funds received through the grant to help cover the costs of the Program for the FCPS Traffic Enforcement Unit who will use this funding to focus on reducing serious injury and fatal crashes related to speeding and reckless driving. The Program will include high-visibility enforcement, education, social media outreach, and targeted enforcement days.

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

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

E. The City Manager has recommended the appropriation described herein and determined that these appropriations are available and previously unappropriated from the General Fund, as applicable, and that these appropriations 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 these funds during this fiscal year.

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

G. City Council wishes to designate the appropriation herein for the Colorado Department of Transportation Office of Transportation ("CDOT") Safety for the Safer Speeds Fort Collins Grant Program as an appropriation that shall not lapse until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant.

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

Section 1. There is hereby appropriated from new revenue or other funds in the General Fund the sum of SEVENTY-NINE THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND EIGHTY-TWO CENTS ($79,999.82) to be expended in the General Fund for the Colorado Department of Transportation Office of Transportation Safety for the Safer Speeds Fort Collins Program.

Section 2. The appropriation herein for supporting programs aimed at improving driver behavior and reducing traffic crashes across Colorado is hereby designated, as authorized in Article V, Section 11 of the City Charter, as an appropriation that shall not lapse at the end of this fiscal year but continue until the completion of the project.

Introduced, considered favorably on first reading on October 20, 2026, and approved on second reading for final passage on November 3, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: November 13, 2026
Approving Attorney: Andrew Treviño

Exhibit: None

File Attachments for Item:

11. First Reading of Ordinance No. 141, 2026, Approving an Intergovernmental Agreement and Appropriating Unanticipated Grant Revenue from the Colorado Department of Transportation Clean Transit Enterprise for the SB230 Formula Program.

The purpose of this item is to: 1) appropriate $2,666,024 in unanticipated grant revenue awarded by the Colorado Department of Transportation (“CDOT”) Clean Transit Enterprise (“CTE”) for operating assistance including salaries, fuel, and preventative maintenance; 2) appropriate $296,225 in local match as required by the grant agreement; and 3) authorize the City Manager to execute the intergovernmental agreement (“IGA”) with CDOT to enable the City to receive the grant.

October 20, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Annabelle Phillips, Transfort Assistant Director
Monica Martinez, FP&A Manager
Joshua Ma, Transfort Grant Administrator
Carisa Clinton, Grants Administration Manager

SUBJECT

First Reading of Ordinance No. 141, 2026, Approving an Intergovernmental Agreement and Appropriating Unanticipated Grant Revenue from the Colorado Department of Transportation Clean Transit Enterprise for the SB230 Formula Program.

EXECUTIVE SUMMARY

The purpose of this item is to: 1) appropriate $2,666,024 in unanticipated grant revenue awarded by the Colorado Department of Transportation (“CDOT”) Clean Transit Enterprise (“CTE”) for operating assistance including salaries, fuel, and preventative maintenance; 2) appropriate $296,225 in local match as required by the grant agreement; and 3) authorize the City Manager to execute the intergovernmental agreement (“IGA”) with CDOT to enable the City to receive the grant.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The purpose of the CDOT CTE SB230 Formula Program is to provide consistent annual funding to eligible entities to support transit service expansion, increase transit frequency, provide other service enhancements, and improve system-wide transit network connectivity. The goal is to maximize transit ridership and mode shift and decrease personal vehicle miles traveled, greenhouse gas (GHG) emissions, and air pollutants.

The City was awarded $2,666,024 in State Fiscal Year (”SFY”) 2026 SB230 Formula Program funding for operating assistance to increase service hours and improve frequency on several fixed routes; restore service in several areas of the community; and introduce new service on Timberline and Prospect. This item appropriates the $2,666,024 in SB230 funds and the required $296,225 local match for the project. This item also authorizes the City Manager to execute the IGA with CDOT.

CITY FINANCIAL IMPACTS

This Ordinance appropriates $2,666,024 in state grant revenue and appropriates $296,225 in local match from Fund 256 Reserves to be transferred to Fund 290 for expense to the project. This Ordinance also authorizes the City Manager to execute the IGA with CDOT.

Funds to be Appropriated per this Action	
FY26 SB230	$2,666,024
FY26 SB230 Local Match	$296,225
Total Funds to be Appropriated per this Action	**$2,962,249**

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS / LINKS

1. FY26 SB230 Grant Agreement
2. Ordinance No. 141, 2026

ORDINANCE NO. 141, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING AN INTERGOVERNMENTAL AGREEMENT AND
APPROPRIATING UNANTICIPATED GRANT REVENUE FROM
THE COLORADO DEPARTMENT OF TRANSPORTATION CLEAN
TRANSIT ENTERPRISE FOR THE SB230 FORMULA PROGRAM

A. The Colorado Department of Transportation ("CDOT") has awarded the City $2,666,024 in Clean Transit Enterprise ("CTE") grant funding through the State Fiscal Year 2026 SB230 Formula Program (the "CDOT CTE Grant"). The Grant will help pay for operating assistance to support increased service hours and improved frequency on several of Transfort's fixed routes, restored transit service in several areas of the community, and the introduction of new transit service on Timberline and Prospect.

B. The CDOT CTE Grant requires a local match of $296,225 (the "Grant Match").

C. The CDOT CTE has proposed an intergovernmental agreement ("IGA") to enable the City to receive and expend the CDOT CTE Grant (Exhibit A, attached hereto and incorporated herein by this reference).

D. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves 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.

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

F. The City Manager has recommended the appropriation described herein and determined that the funds to be appropriated are available and previously unappropriated from the Transit Services Fund and that this appropriation 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.

G. Charter Article V, Section 9 permits City Council, upon the recommendation of the City Manager, to make supplemental appropriations by ordinance at any time during the fiscal year from such revenues and funds for expenditure as may be available

from reserves accumulated in prior years, notwithstanding that such reserves were not previously appropriated.

H. The City Manager has recommended the appropriation described herein and determined that the funds to be appropriated are available and previously unappropriated from the 2050 Tax Parks Rec Transit OCF Fund and that this appropriation will not cause the total amount appropriated in the 2050 Tax Parks Rec Transit OCF Fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in this Fund during this fiscal year.

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

J. The City Manager has recommended the transfer of $296,225 from the 2050 Tax Parks Rec Transit OCF Fund to the Transit Services Fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

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

L. City Council desires to designate the appropriation herein for Transit Service Fund for the CDOT CTE Grant Program as an appropriation that shall not lapse until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant.

M. Colorado Revised Statutes Section 29-1-203 provides that governments may cooperate or contract with one another to provide certain services or facilities when the cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve.

N. Charter Article II, Section 16 empowers City Council, by ordinance or resolution, to enter into contracts with governmental bodies to furnish governmental services and make charges for such services or enter into cooperative or joint activities with other governmental bodies.

O. Section 1-22 of the City Code requires that, with some exceptions, intergovernmental agreements or cooperative activities between the City and other

governmental entities be submitted to City Council for review and approval by ordinance or resolution.

P. City Council has determined that this IGA is in the best interests of the City and that the City Manager be authorized to execute the IGA between the City and CDOT CTE in support thereof.

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

Section 1. There is hereby appropriated from new revenue or other funds in the Transit Services Fund the sum of TWO MILLION SIX HUNDRED SIXTY-SIX THOUSAND TWENTY-FOUR DOLLARS ($2,666,024) to be expended in the Transit Service Fund for the CDOT CTE Grant Program.

Section 2. There is hereby appropriated from prior year reserves in the 2050 Tax Parks Rec Transit OCF Fund the sum of TWO HUNDRED NINETY-SIX THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS ($296,225) to be expended in the 2050 Tax Parks Rec Transit OCF Fund for Transfer to the Transit Services Fund and appropriated therein to be expended for the Grant Match for the CDOT CTE Grant Program.

Section 3. The appropriations herein for the CDOT CTE Grant Program are hereby designated, as authorized in Charter Article V, Section 11, as appropriations that shall not lapse at the end of this fiscal year but continue until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant.

Section 4. City Council hereby authorizes the City Manager to execute the IGA in substantially the form attached hereto as Exhibit A, together with such modifications and additions 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 as set forth above.

Section 5. 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 to facilitate completion of the projects made possible through the CDOT CTE Grant Program, so long as such amendments do not increase the cost of the projects, substantially modify the purposes of the IGA, increase the allocation or amount of funding for the projects funded by the City, or otherwise increase the obligations and responsibilities of the City as set forth in this IGA.

Introduced, considered favorably on first reading on October 20, 2026, and approved on second reading for final passage on November 3, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: November 13, 2026
Approving Attorney: Madelene Shehan

Exhibit: Exhibit A - Colorado Department of Transportation Clean Transit Enterprise Grant Agreement.

Docusign Envelope ID: 228C1777-1474-84DC-815D-D3978D25D265

Routing #: 27-HTR-ZL-00010
PO #: 491004235

State of Colorado Grant Agreement

Cover Page

State Agency

Department of Transportation

Grantee

City of Fort Collins

Agreement Maximum Amount

Initial Term

State CTE Funds (at 80% or less) $2,666,024.00

Local Funds (at 20% or more) $296,225.00

Agreement Total $2,666,024.00

Agreement Number

Routing #: 27-HTR-ZL-00010

PO #: 491004235

Agreement Performance Beginning Date

The Effective Date

Initial Agreement Expiration Date

April 30, 2028

Fund Expenditure End Date

April 30, 2028

Agreement Authority -

Authority to enter into this Agreement Exists in CRS §§43-1-106, 43-1-110, 43-1-701, 43-1-702, 43-4-1203, 24-1-105, and 24-77-108.

Agreement Purpose

The purpose of this Agreement is to provide funding for the City of Fort Collins to facilitate the expansion of public transportation services and to support the goals of the CTE 10 Year Plan and Statewide Transit Plan.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.
2. Exhibit B, Sample Option Letter.
3. Exhibit C, PII Certification

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §18 of the main body of this Agreement.
2. The provisions of the other sections of the main body of this Agreement.
3. Exhibit A, Statement of Work.
4. Exhibit C, PII Certification
5. Exhibit B, Sample Option Letter.

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Principal Representatives

For the State:
Katherine Romero
Clean Transit Enterprise
Colorado Department of Transportation
2829 W. Howard Place
Denver, CO 80204
Katherine.Romero@state.co.us

For Grantee:
Joshua Ma
City of Fort Collins
PO Box 580
Fort Collins, CO 80522-0580
jma@fortcollins.gov

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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.

GRANTEE
City of Fort Collins

By: _____
Kelly DiMartino, City Manager

Date: _____

STATE OF COLORADO
Jared S. Polis, GOVERNOR
Department of Transportation
Clean Transit Enterprise

By:_____
Craig Secrest, Program Administrator

Date:_____

GRANTEE
City of Fort Collins

By: _____
Madelene Shehan,
Assistant City Attorney

Date: _____

In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Department of Transportation

Effective Date:_____

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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 Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay 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.

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 as provided in §14, 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.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by 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.a12.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 maximum amount payable to Grantee hereunder.

F. Grantee's Termination Under Federal 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. **RESERVED**

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

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

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E. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

F. **RESERVED**

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

H. **"Cost Sharing"** means a portion of project costs not paid under this Subaward. This includes match which refers to required levels of cost share that must be provided (2 CFR 200.306).

I. **"Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.

J. **"End of Term Extension"** means the time period defined in §2.D2.D.

K. **"Exhibits"** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

L. **"Extension Term"** means the time period defined in §2.C.

M. **RESERVED**

N. **RESERVED**

O. **"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.

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

Q. **"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.

R. **"Initial Term"** means the time period defined in §2.B2.B.

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

T. **RESERVED**

U. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

V. **RESERVED**

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W. **RESERVED**

X. **"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.

Y. **"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.

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

AA. **"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.

BB. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

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

DD. RESERVED

EE. **RESERVED**

FF. **"Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to the Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal award specifically indicate otherwise.

GG. "Work" means the Goods delivered and Services performed pursuant to this Agreement.

HH. **"Work Product"** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

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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. 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 Agreement Maximum shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Grantee in the amounts and in accordance with the schedule and other 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. 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.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If 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 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.

v. RESERVED

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 extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" 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. 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

Only with prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Exhibit A and §5.A for all allowable costs described in this Grant and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of

the Work. The State shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and Exhibit A. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. 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. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and

ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and 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. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. Reporting - Notification

A. Quarterly Reports

In addition to any reports required pursuant to §16 or 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 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 ten days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

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 and all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

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 or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State. A cognizant agency for audit, oversight or indirect costs, and the State, may notify 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, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term

of this Agreement. The State shall monitor 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 policies promulgated by the Colorado Office of Information Security and 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.

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.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this 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, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit C on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit C shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. Conflict 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.

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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.

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 one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

H. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Grantee or the State.

I. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within seven days of Grantee's receipt of such notice.

J. Subrogation Waiver

All commercial 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 Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within seven Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven Business Days following the Effective Date, except that, if 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 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.

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i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. 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:

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.

f. Collection of Unallowable Costs (2CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and §200.346.

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.

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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.A13.A fails to resolve the dispute within ten 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. (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 below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. Rights in Work Product and Other Information

A. Work Product

i. RESERVED

ii. RESERVED

iii. RESERVED

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). 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. Statewide Contract Management System

If the maximum amount payable to Grantee under this Agreement is $100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

17. 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 the prior, written approval of 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.

C. Binding Effect

Except as otherwise provided in §17.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 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 § 17.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

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.

T. RESERVED

U. Accessibility

i. Grantee shall comply with the *Accessibility Standards for Individuals with a Disability,* as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.

ii. The State may require Grantee's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

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

These Special Provisions apply to all agreements except where noted in italics.

A. **Statutory Approvals. §24-30-202(1), C.R.S.**

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

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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 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 Provisions.**

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. 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 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.

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Exhibit A, Statement of Work and Conditions

Project Description	2026-CTE: Operating for Increased Service Hours		
Project/Period of Performance Start Date		The Effective Date	
Project/Period of Performance End Date		April 30, 2028	
Grantee	Fort Collins, City of	**UEID #**	VEJ3BS5GK5G1
Contact Name	Joshua Ma	**Vendor #**	2000023
Address	PO Box 580	**Phone #**	678-549-8741
	Fort Collins, CO 80522-0580		
Email	jma@fortcollins.gov	**Indirect Rate**	N/A
WBS*	27522.10.50	**ALI**	30.09.00
Total Project Budget			**$2,962,249.00**
State CTE - O&G Funds (at 90% or less)			$2,666,024.00
Local Funds (at 10% or more)			$296,225.00
Total Project Amount Encumbered via this Grant Agreement			**$2,666,024.00**

*The WBS numbers may be replaced without changing the amount of the grant at CTE's discretion.

A. Project Description

City of Fort Collins shall use CTE - O&G operating funds, along with local matching funds, to expand public transportation services to assist the CTE in achieving the following goals:

1. Reduce and mitigate the adverse environmental and health impacts of air pollution and greenhouse gas emissions produced by motor vehicles;

2. Invest in public transit, including vehicles, infrastructure, equipment, materials, supplies, maintenance, and operations and staffing, to achieve the level of frequent, convenient, and reliable transit that is known to increase ridership by replacing car trips with bus and rail trips and forms of transit known to support denser land use patterns that further reduce pollution due to shorter trip lengths and greater walking and cycling mode share;

3. Assist in the maintenance, development, improvement and use of public transportation in their Transportation Planning Region (TPR);

4. Encourage and facilitate the most efficient use of all transportation funds used to provide passenger transportation in their TPR through the coordination of programs and services; and

5. Encourage mobility management, employment-related transportation alternatives, joint development practices, and transit-oriented development.

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City of Fort Collins shall use operating funds to achieve the above goals by implementing the specific plans identified in their Comprehensive Operational Analysis (COA) which includes spending on any or all of the following eligible activities:

- Increase service hours and improve frequency on routes 5, 9, 14, 81, 18, and 19; and
- Initiate/reintroduce service on Vine Drive, both east and west of College Avenue, Laporte Avenue, Mulberry corridor east of College Avenue, Prospect east of College Avenue, Shields Avenue, Lemay Avenue, and a portion of Harmony west of College Avenue. Brand new service will be implemented on Timberline Dr. south of Prospect Rd.

This funding is provided to support the services described above from the Effective Date of this Grant Agreement through April 30, 2028, with a period of performance not to exceed twenty-four (24) months.

B. Performance Standards

1. Project Milestones

Milestone Description	**Original Estimated Completion Date**
Submit Initial and Ongoing Reimbursement Request(s) in COTRAMS	**Monthly**
Submit Final Reimbursement Request in COTRAMS	**4/30/2028**

IMPORTANT NOTE: All milestones in this Statement of Work (except for the final reimbursement request) must be completed no later than the expiration date of this Grant Agreement: **April 30, 2028**.

2. Performance will be reviewed throughout the duration of this Grant Agreement. City of Fort Collins shall report to the CTE Post-Award Project Manager whenever one or more of the following occurs:
   a. Budget, schedule, or scope changes;
   b. Scheduled milestone or completion dates are not met;
   c. Identification of problem areas and how the problems will be resolved; and/or
   d. Expected impacts and the efforts to recover from delays.

3. City of Fort Collins shall participate in Local and/or Regional Coordinating Councils.

C. Project Budget

1. The Total Project Budget is $2,962,249.00. CTE will pay no more than 90% of the eligible, actual project costs, up to the maximum amount of $2,666,024.00. CTE will retain any remaining balance of the state share of CTE - O&G Funds. City of Fort Collins shall be solely responsible for all costs incurred in the project in excess of the amount paid by CTE from CTE - O&G Funds for the state share of eligible, actual costs. For CTE accounting purposes, the CTE - O&G Funds of $2,666,024.00 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. City of Fort Collins may use eligible federal funds for the Local Funds share. City of Fort Collins's share, together with the State CTE - O&G Funds share, shall be enough to ensure payment of the Total Project Budget.

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4. Per the terms of this Grant Agreement, CTE will have no obligation to provide state funds for use on this project. CTE will administer CTE - O&G funds for this project under the terms of this Grant Agreement, provided that the state share of CTE - O&G funds to be administered by CTE 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 200.476 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. At a minimum, City of Fort Collins should consider the following items as operating expenses: fuel, oil, drivers and dispatcher salaries and fringe benefits, and licenses.

E. Reimbursement Eligibility

1. City of Fort Collins shall submit invoice(s) on a monthly basis 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 shall not submit more than one reimbursement request per month. Reimbursements shall be within the limits of this Grant Agreement. City of Fort Collins will be reimbursed based on the ratio of the CTE - O&G Funds share as set forth in the Project Budget above.

3. City of Fort Collins shall submit the final reimbursement request within forty-five (45) calendar days of April 30, 2028 and submit a Grant Closeout and Liquidation (GCL) Form in COTRAMS within fifteen (15) calendar days of receipt of the final reimbursement payment from CTE.

4. City of Fort Collins shall verify and confirm that all reimbursement requests submitted under this Grant Agreement are directly associated with the delivery of eligible activities as set forth in the Project Description above and are not duplicative of reimbursement requests submitted under any other CDOT administered program(s).

F. Training

In an effort to enhance transit safety, City of Fort Collins and any subgrantees and contractors 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. Restrictions on Lobbying

City of Fort Collins is certifying that it complies with 2 CFR 200.450 by entering into this Grant Agreement.

H. Special Conditions

1. City of Fort Collins shall comply with all requirements imposed by CTE on City of Fort Collins

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so that the CTE award is used in accordance with state statutes, regulations, CTE rules, and the terms and conditions of the CTE award.

2. City of Fort Collins shall permit CTE 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 not request reimbursement for costs on this project from more than one Awarding Agency or from other federal or state awards (i.e., no duplicate billing).

4. 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.

5. City of Fort Collins shall provide transportation services to persons with disabilities, in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.

6. City of Fort Collins shall agree to maintain documentation that supports its compliance with the Americans with Disabilities Act (ADA) and produce said documentation to CTE upon request.

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 CTE for tr

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Exhibit B, Sample Option Letter

State Agency

Department of Transportation

Grantee

City of Fort Collins

Grantee UEI

[Insert Grantee UEI]

Current Agreement 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]

Total for All State Fiscal Years [$0.00]

Option Letter Number

[Insert the Option Number (e.g. "1" for the first option)]

Original Agreement Number

[Insert CMS number or Other Agreement Number of the Original Agreement]

Option Agreement Number

[Insert CMS number or Other Agreement Number of this Option]

Agreement Performance Beginning Date

[Month Day, Year]

Current Agreement Expiration Date

[Month Day, Year]

Options:

A. Option to extend for an Extension Term

Required Provisions:

1. For use with Option 1(A): In accordance with Section(s) [Number] of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning [Insert start date] and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

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Option Effective Date:

The effective date of this Option Letter is upon approval of the State Controller or [Enter date], whichever is later.

STATE OF COLORADO

Jared S. Polis, Governor

Department of Transportation

Shoshana M. Lew, Executive Director

_____

By: [Name & Title of Person Signing for Agency or IHE]

Date: _____

In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By:_____

Department of Transportation

Option Effective Date:_____

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Exhibit C-PII Certification

State of Colorado

Third Party Entity/Organization Certification for Access TO PII through a Database or Automated Network

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

File Attachments for Item:

12. First Reading of Ordinance No. 142, 2026, Amending Section 5.2.1 of the Land Use Code of the City of Fort Collins Concerning Affordable Housing to Align With State of Colorado Requirements.

The purpose of this item is to align the Land Use Code with Senate Bill (SB) 26-040, Affordable Home Ownership Program, and House Bill (HB) 23-1304, Affordable Housing Programs. This update specifically addresses affordable housing requirements to comply with HB23-1304 adopted in 2023 and SB 26-040 adopted in 2026. These bills working together require jurisdictions to qualify housing projects that restrict at least 50% of the dwellings for sale to 120% of the Average Median Income ("AMI") as affordable housing as being eligible for expedited development review.

October 20, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Clay Frickey, Planning Director
Noah Beals, Development Services Manager

SUBJECT

First Reading of Ordinance No. 142, 2026, Amending Section 5.2.1 of the Land Use Code of the City of Fort Collins Concerning Affordable Housing to Align With State of Colorado Requirements.

EXECUTIVE SUMMARY

The purpose of this item is to align the Land Use Code with Senate Bill (SB) 26-040, Affordable Home Ownership Program, and House Bill (HB) 23-1304, Affordable Housing Programs. This update specifically addresses affordable housing requirements to comply with HB23-1304 adopted in 2023 and SB 26-040 adopted in 2026. These bills working together require jurisdictions to qualify housing projects that restrict at least 50% of the dwellings for sale to 120% of the Average Median Income ("AMI") as affordable housing as being eligible for expedited development review.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The Phase 1 update of the Land Use Code included compliance with HB23-1304. The State also passed an additional bill this year, SB 26-040, that further refines which development projects qualify as affordable housing developments. This year's legislation included for-sale projects that restrict at least 50% of dwelling units to 120% AMI.

The proposed changes are minor in number. They clarify which affordable housing projects qualify for the fast-track review required by the state by adding an additional minimum standard. These changes exceed the minimum state requirement and make fast-track review available to a wider scope of affordable housing projects.

Local Jurisdictions were to comply with the State requirements by November 1, 2026. Again, previous updates to the Land Use Code did address compliance with the State. However, this year's additional bill requires these proposed additions to comply fully.

CITY FINANCIAL IMPACTS

None.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

Planning and Zoning Commission will be hearing this item on October 15, 2026. An update of their recommendation will be sent as it comes available.

PUBLIC OUTREACH

- October Development Services Newsletter
- October 9, 2026, Planning and Zoning Work Session
- October 15, 2026, Planning and Zoning Public Hearing

ATTACHMENTS / LINKS

1. Planning and Zoning Materials
2. Presentation to Planning and Zoning Commission
3. Ordinance No. 142, 2026

Development Review Staff Report

Item 3

Planning and Zoning Board: October 15, 2026

Compliance with SB 26-040 and HB 23-1304 - Affordable Housing

Summary of Request

This is a request for a recommendation to the City Council regarding an update to the Land Use Code. This update specifically addresses affordable housing regulations to comply with Colorado State House Bill passed in 2023 HB23-1304 and compliance with Senate Bill passed in 2026 SB 26-040. These bills working together require jurisdictions to qualify housing projects that restrict at least 50% of the dwelling for sale to 120% of the Average Median Income (AMI) as affordable housing.

Next Steps

- ✓ October Planning and Zoning Commission Work Session
- ✓ October Planning and Zoning Commission Public Hearing
- • October 20, 2026 Council Regular Hearing

Applicant

City of Fort Collins
PO BOX 580
Fort Collins, CO 80522

Staff

Noah Beals, Development Review Manager

Contents

1. List of Updates
2. Background
3. Attachments

1. Updates

The list of updates is summarized into 1 specific area;

- Article 5 General Development and Site Design Sections: 5.2.1

2. Background

The Phase 1 update of the Land Use Code included compliance with HB23-1304. The State also passed an additional bill this year, SB 26-040, that further refines which development projects qualify as affordable housing developments. This year's legislation included for-sale projects that restrict at least 50% of dwelling units to 120% AMI.

The proposed changes are minor in number. They clarify which affordable housing projects qualify for the fast-track review required by the state by adding an additional minimum standard.

Local Jurisdictions were to comply with the State regulations by November 1st, 2026. Again, phase 1 updates were to address compliance with the State. However, this year's additional bill, and in consultation with the Department of Local Affairs (DOLA), it became clear that the Land Use Code needed these proposed additions to comply fully.

HB23-1304

SB26-040

3. Attachments

1. Draft Code Changes
2. Staff Presentation

10/20/2026

Affordable Housing Land Use Code Update

Noah Beals

Development Services Manager



State House Bill

House Bill HB23-1304 and SB26-040

- Requires municipalities to Create a fast-track review (90 days)
- Review through Basic Development Review.
- Define affordable housing to align with the State

Doing so will help affordable housing projects receive funding made available through PROP 123



ADU Proposed Changes

Proposed Edits to Division 5.2 Affordable Housing

(C) Affordability Standards. To qualify for the fast-track review outlined in C.R.S. § 29-32-105 Rental and For-sale projects shall provide one of the following minimum unit options:

(1) Rental Units:

(a) 10% units at 60% AMI; or

(b) 20% units at 80% AMI

(2) For-Sale Units:

(a) 10% units at 80% AMI; or

(b) 20% units at 100% AMI; or

(c)50% units at 120%

Findings of Fact

Staff recommends the Planning and Zoning Commission to recommend approval of the proposed Land Use Code changes.

ORDINANCE NO. 142, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING SECTION 5.2.1 OF THE LAND USE CODE OF THE CITY OF FORT COLLINS CONCERNING AFFORDABLE HOUSING TO ALIGN WITH STATE OF COLORADO REQUIREMENTS

A. The City of Fort Collins, as a home-rule municipality, is authorized by Article XX, Section 6 of the Colorado Constitution, the provisions of state statutes, and its City Charter to develop and implement policies and ordinances regulating the development of land within the City.

B. In 2024, City Council approved Ordinance No. 055, 2024, with an effective date of May 17, 2024, to adopt the current Land Use Code by reference to replace the previous Land Use Code originally adopted in 1997.

C. When the current Land Use Code was adopted, City Council and staff understood that the Land Use Code would be subject to future amendments, not only for the purpose of clarification and correction of errors, but also for the purpose of ensuring that the Land Use Code remains a dynamic document responsive to community needs and changing conditions.

D. To meet State of Colorado requirements adopted to promote affordable housing and to further the City's affordable and attainable housing goals, previous Land Use Code amendments were made to comply with House Bill HB 23-1304, Affordable Housing Programs.

E. The Land Use Code changes set forth in the Ordinance specify which affordable housing projects qualify for fast-track administrative review to further align with the requirements of HB 23-1304 and Senate Bill SB 26-040, Affordable Home Ownership Program.

F. On October 15, 2026, the Planning and Zoning Commission recommended to City Council on a _____ to _____ vote that City Council [adopt or not adopt] the Land Use Code amendments set forth in this Ordinance.

G. City Council has determined that adoption of the amendments set forth in this Ordinance is in the best interests of the City and promotes the general public health, safety, and welfare.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that Section 5.2.1 of the Land Use Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 5.2.1 AFFORDABLE HOUSING

. . .

(C) **Affordability Standards.** To qualify for the fast-track review outlined in C.R.S. § 29-32-101 et seq., Rental and For-sale projects shall provide one of the following minimum unit options:

(1) Rental Units:

(a) 10% units at 60% AMI; or

(b) 20% units at 80% AMI

(2) For-Sale Units:

(a) 10% units at 80% AMI; or

(b) 20% units at 100% AMI; or

(c) 50% units at 120%

. . .

Introduced, considered favorably on first reading on October 20, 2026, and approved on second reading for final passage on November 3, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: November 13, 2026
Approving Attorney: Brad Yatabe

Exhibit: None

File Attachments for Item:

13. First Reading of Ordinance No. 143, 2026, Authorizing Amendment of the City's Purchase and Sale Agreement for 314 North Howes Street with Housing Catalyst.

The purpose of this item is to authorize an amendment of the City's Purchase and Sale Agreement for 314 North Howes Street with Housing Catalyst. On April 21, 2026, staff brought Resolution 2026-060 to approve an Option Agreement for the potential sale of the property with the intention to convey 314 North Howes to Housing Catalyst at nominal consideration in support of affordable housing. Housing Catalyst then sought to exercise that Option Agreement and in July and August of this year, Council considered Ordinance No. 098, 2026, which authorized the City to enter into a Purchase and Sale Agreement for 314 North Howes. City Council approved Ordinance No. 098, 2026 and that Ordinance became effective August 28, 2026. The City and Housing Catalyst entered into the Purchase and Sale Agreement for 314 North Howes on September 24, 2026.

This Ordinance, if adopted by Council, will approve an amendment to the Purchase and Sale Agreement that will: 1) allow Housing Catalyst to extend closing by up to a year if it receives Low Income Housing Tax Credits for the development; 2) assign the Purchase and Sale Agreement without City permission under specified conditions; 3) update Exhibit B to the Purchase and Sale Agreement, which is the Deed that will be use to convey 314 North Howes; and 4) update Exhibit C to the Purchase and Sale Agreement, which is the Agreement of Restrictive Covenants that will govern the use of 314 North Howes.

October 20, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Sylvia Tatman-Burruss, Sr. Policy & Project Manager
Will Flowers, Senior Specialist/Realtor

SUBJECT

First Reading of Ordinance No. 143, 2026, Authorizing Amendment of the City's Purchase and Sale Agreement for 314 North Howes Street with Housing Catalyst.

EXECUTIVE SUMMARY

The purpose of this item is to authorize an amendment of the City's Purchase and Sale Agreement for 314 North Howes Street with Housing Catalyst. On April 21, 2026, staff brought Resolution 2026-060 to approve an Option Agreement for the potential sale of the property with the intention to convey 314 North Howes to Housing Catalyst at nominal consideration in support of affordable housing. Housing Catalyst then sought to exercise that Option Agreement and in July and August of this year, Council considered Ordinance No. 098, 2026, which authorized the City to enter into a Purchase and Sale Agreement for 314 North Howes. City Council approved Ordinance No. 098, 2026 and that Ordinance became effective August 28, 2026. The City and Housing Catalyst entered into the Purchase and Sale Agreement for 314 North Howes on September 24, 2026.

This Ordinance, if adopted by Council, will approve an amendment to the Purchase and Sale Agreement that will: 1) allow Housing Catalyst to extend closing by up to a year if it receives Low Income Housing Tax Credits for the development; 2) assign the Purchase and Sale Agreement without City permission under specified conditions; 3) update Exhibit B to the Purchase and Sale Agreement, which is the Deed that will be use to convey 314 North Howes; and 4) update Exhibit C to the Purchase and Sale Agreement, which is the Agreement of Restrictive Covenants that will govern the use of 314 North Howes.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The City currently owns 314 North Howes Street, also known as LOT 3, PENNY FLATS, FTC (20070007427), Parcel #9711182903, in Downtown Fort Collins, bounded by the Trolley Barn to the north, North Howes Street to the west, Mason Street Flats to the east, and Maple Street to the south (see Location map). The property is located within the North Mason sub-area of the Downtown Plan and is located within the boundary of the Downtown Development Authority (DDA). The 0.87 Acre property, the south portion of which is currently vacant, the northern portion of the site is utilized for City fleet vehicles and seasonal storage for Parks. While the property has most recently been contemplated for development as a parking

garage to serve the future Civic Center build-out, the property is currently platted for development as multi-family housing.

On April 21, 2026, staff brought Resolution 2026-060 to approve an Option Agreement for the potential sale of the property with the intention to convey 314 North Howes to Housing Catalyst at nominal consideration in support of affordable housing. Housing Catalyst then sought to exercise that Option Agreement and in July and August of this year, City Council considered Ordinance No. 098, 2026, which authorized the City to enter into a Purchase and Sale Agreement for 314 North Howes. Council adopted Ordinance No. 098, 2026 and it became effective August 28, 2026. The City and Housing Catalyst entered into the Purchase and Sale Agreement for 314 North Howes on September 24, 2026.

Proposed Edits to the Purchase and Sale Agreement:

Four separate changes are included within this Amendment to the Purchase and Sale Agreement:

- The first change was requested by Housing Catalyst to allow Housing Catalyst to extend closing by up to a year if it receives Low Income Housing Tax Credits for its development at 314 North Howes.
- The second change was requested by Housing Catalyst to allow Housing Catalyst to assign the Purchase and Sale Agreement to an entity that is wholly owned by Housing Catalyst, an entity in which Housing Catalyst has an ownership interest, or an entity in which an entity wholly owned by Housing Catalyst or of which Housing Catalyst is the sole member has an ownership interest without the consent of City. This is required for Housing Catalyst to show the Colorado Housing and Finance Authority that it has site control of 314 North Howes for purposes of its tax credit application.
- The third change was initiated by the City to change the Deed to convey 314 North Howes. This change makes clearer the City's rights to repurchase the property under two scenarios: 1) if Housing Catalyst does not commence development activities within 24 months of execution of the Deed and obtain building permits within 48 months of execution of the Deed; or 2) if Housing Catalyst violates the Agreement of Restrictive Covenants.
- The fourth change was initiated by the City to update the form of the Agreement for Restrictive Covenants that will govern use of the property and sets the affordability requirement for a minimum of 50% of constructed units to be affordable residences for households at or below 80% of the Area Median Income.



Current Plans: Housing Catalyst, the Fort Collins housing authority, plans to include a minimum of 50% affordable housing serving households at 80% Area Median Income (AMI) or below. These units will be deed restricted, to be occupied by and affordable to low-income households for at least sixty (60) years. The Downtown Plan recommends building within the North Mason Subdistrict to be no more than 85 feet in height and between 5 and 6 stories. This is consistent with the other residential buildings that are immediately adjacent to this site. A Phase I Environmental Assessment has been ordered and a Historic Review of existing structures has been completed by the City's Historic Preservation Department.

Housing Catalyst would manage the project and build the affordable rental units.

Appropriateness of Site for Housing: This site is in a Downtown infill context with jobs, amenities, transportation, education, and recreation all located nearby including:

- Less than 1/8 mile from MAX (Bus Rapid Transit line) and the North Transit Station
- Immediate access to Downtown jobs, goods, and services including groceries, retail shops, and public/community amenities (0.5 miles)
- Proximity to parks and trails including Oak St. Plaza (0.25 miles), Library Park (0.5 miles), Civic Center Park (0.4 miles), and the Poudre River Trail (0.25 miles)
- Access to childcare centers (0.5 miles)
- Proximity to schools (0.5 – 1.0 miles)

Parking demand: While the original use contemplated a parking garage, staff are working on alternatives for fleet storage and future parking facilities as part of the Civic Center Plan.

Donation consideration: Real Estate Services staff has performed a reconnaissance valuation of the Property (not an appraisal) and have determined the 0.87-acre property has an estimated value range between $2,250,000 - $2,500,000, after demolition of the existing structures (an appraisal can be obtained to confirm the estimated value range). To achieve the requirement of reaching incomes below 80% AMI, the project would require a land donation from the City to Housing Catalyst.

The development of this site intends to implement Council's priority to operationalize City resources to build affordable housing and to support the City's adopted housing goals as outlined in the Housing Strategic Plan to achieve 10% deed-restricted, affordable housing stock by 2040. The project as proposed is a mixed-income community in the heart of the downtown area.

Adherence to the City's adopted Policy Plans and Goals

This project meets several goals and strategies within several of the City's adopted policy plans:

- **Previous Council Priority:** Operationalize City Resources to Build Affordable Housing
- **City Plan:**
  - Policy LIV 5.1 - Housing Options: "To enhance community health and livability, encourage a variety of housing types and densities, including mixed-use developments that are well served by public transportation and close to employment centers, shopping, services and amenities."
  - Policy LIV 5.2 – Supply of Attainable Housing: "Encourage public and private sectors to maintain and develop a diverse range of housing options, including housing that is attainable (30% or less of monthly income) to residents earning the median income."
  - Policy LIV 5.4 – Land Supply for Affordable Housing: "Continue to grow and utilize the Affordable Housing Land Bank Program and other programs to create permanently affordable housing units."
  - Policy LIV 5.5 – Integrate and Distribute Affordable Housing: "Integrate the distribution of affordable housing as part of individual neighborhoods and the larger community."

- **Downtown Plan:**
  - This site is located within the North Mason Subdistrict, which is defined as: “An evolving redevelopment area forming a transition from commercial and civic uses to residential and small neighborhood commercial uses compatible with adjacent neighborhoods.”
  - “Land uses will complement the Historic Core and Civic Subdistricts with an emphasis on residential, office and studio uses.”
- **Housing Strategic Plan:**
  - Affordability Goal: “Fort Collins aims to have 10% of its housing stock be deed restricted and affordable to households making 80% of Area Median Income (AMI) by 2040.”

Next Steps

- Housing Catalyst will proceed through the City’s Development Review process for any proposed redevelopment.

CITY FINANCIAL IMPACTS

An internal valuation by City staff, taking the recent appraisals of adjacent and nearby properties into mind, has been completed for the subject property. The staff estimate of value is $2,250,000 - $2,500,000. Staff is expected to procure a third-party appraisal to complete the disposition process.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

Limited public outreach has been conducted, and more is planned by Housing Catalyst once the development review process is underway.

ATTACHMENTS / LINKS

1. Resolution 2026-060 (copy)
2. Ordinance No. 098, 2026 (copy)
3. Ordinance No. 141, 2026

ORDINANCE NO. 143, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING AMENDMENT OF THE CITY'S PURCHASE AND SALE AGREEMENT
FOR 314 NORTH HOWES STREET WITH HOUSING CATALYST

A. The City owns the property at the northeast corner of Maple Street and North Howes Street, which is known as 314 North Howes Street (the "Property"). The City acquired the Property through three transactions in 1997, 1998 and 2000 in support of the 1996 Civic Center Plan for general government facilities.

B. Housing Catalyst, a body corporate and politic, as the housing authority for the City of Fort Collins works to develop and offer affordable housing to the Fort Collins community.

C. On April 21, 2026, City Council adopted Resolution 2026-060 to approve an Option Agreement for the potential sale of the Property with the intention to convey the Property to Housing Catalyst at nominal consideration in support of affordable housing. Housing Catalyst then sought to exercise that Option Agreement and in July and August of this year, City Council considered Ordinance No. 098, 2026, which authorized the City to enter into a Purchase and Sale Agreement for the Property (the "PSA"). City Council approved Ordinance No. 098, 2026 and that Ordinance became effective August 28, 2026.

D. The City and Housing Catalyst entered into the PSA for the Property on September 24, 2026. A copy of the executed PSA is attached hereto as Exhibit A.

E. The City and Housing Catalyst have identified several amendments to incorporate into the PSA. This Ordinance authorizes the City Manager to execute an amendment (the "Amendment") to the PSA that would: 1) allow Housing Catalyst to extend closing by up to a year if it receives Low Income Housing Tax Credits for development of the Property; 2) assign the PSA without City permission under specified conditions; 3) update Exhibit B to the PSA, which is the Deed that will be use to convey the Property; and 4) update Exhibit C to the PSA, which is the Agreement of Restrictive Covenants that will govern the use of the Property.

F. A copy of the Amendment is attached hereto as Exhibit B.

G. Section 23-111(a) of the City Code authorizes City Council to sell, convey or otherwise dispose of any interests in real property owned by the City, provided City Council first finds, by ordinance, that such sale or other disposition is in the best interests of the City.

H. Section 23-114 of the City Code authorizes City Council to dispose of interests in real property for less than fair market value provided that City Council determines that such disposition serves a bona fide public purpose.

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

Section 1. City Council finds that granting the sale of the Property through the PSA as amended by the Amendment is in the best interests of the City and serves a bona fide public purpose in accordance with the requirements of Section 23-114 of the City Code because:

a. The Property disposition promotes health, safety or general welfare and benefits a significant segment of the residents of Fort Collins because it promotes the goal of increasing the supply of affordable housing;
b. The Property disposition supports the City's goal of helping to ensure a community with safe and affordable housing in the downtown area;
c. The financial support provided through the Property disposition to Housing Catalyst can be leveraged through benefits to the City's cooperative relationship with Housing Catalyst;
d. The financial benefit to Housing Catalyst is not substantial relative to the public purpose of increasing the supply of affordable housing in the city; and
e. The Property disposition will not interfere with current City projects or work programs, hinder workload schedules or divert resources needed for primary City functions or responsibilities.

Section 2. City Council hereby authorizes the City Manager to execute the Amendment to the PSA in substantially in the form attached hereto as Exhibit B with such modifications as the City Manager, in consultation with the City Attorney, determines are necessary or appropriate to protect the interests of the City and effectuate the purposes of this Ordinance.

Introduced, considered favorably on first reading on October 20, 2026, and approved on second reading for final passage on November 3, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: November 13, 2026
Approving Attorney: Ted Hewitt

Exhibits: Exhibit A – Executed Purchase and Sale Agreement
Exhibit B – Amendment to the Purchase and Sale Agreement

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Exhibit C to the Option to Purchase Real Property

AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY
82903

☐ Residential ☒ Commercial ☐ Industrial ☐ Vacant Land ☐ Conservation Easement

Property Address/APN: 314 N. Howes Street, Fort Collins, CO 80521, Parcel #9711182903
And 216 and 222 Maple St, Fort Collins Colorado 80521
Seller: City of Fort Collins, Colorado, a municipal corporation
Seller Signing Authority and Title: Emily Francis, Mayor
Seller Phone Number/Email: Click or tap here to enter text.
Seller Mailing Address: P.O. Box 580
Fort Collins, CO
80522

Purchaser: Housing Catalyst, a body corporate and politic
Purchaser Signing Authority and Title: Julie Brewen, Chief Executive Officer
Purchaser Phone Number/Email: JBrewen@housingcatalyst.com; 970-416-2910
Purchaser Mailing Address: Housing Catalyst
1715 W. Mountain Avenue
Fort Collins, Colorado 80521

Title Company: Land Title Guarantee Company
Title Company Phone Number/Email: 970-282-3649
Title Company Mailing Address: 772 Whalers Way, Fort Collins, CO 80525
Attn: Donna Manci; dmanci@ltgc.com;
Attn: Heidi Crue; hcrue@ltgc.com

Consideration
Purchase Price: $500.00
Earnest Money Deposit: n/a
Other (see Exhibit C for specifics): Click or tap here to enter text.

Effective Date: Date of Last Signature
Inspection Deadline: 120 days after the Effective Date
Closing Date: March 15, 2029

☒ **Exhibit A** - Property Legal Description (# of pages): 1
☒ **Exhibit B** - Form of Conveyance Deed (# of pages): 6
☒ **Exhibit C** - Affordable Housing Covenant (# of pages): 2
☐ **Exhibit D** - Lease Addendum (# of pages): N/A
☐ **Exhibit E** - Water Rights Addendum (# of pages): N/A
☐ **Exhibit F** - Mineral Rights Addendum (# of pages): N/A
☐ **Exhibit G** - Conservation Easement Addendum (# of pages): N/A

This **AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY** (the "Agreement") is made and entered into on the Effective Date by and between Seller and Purchaser. For and in

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consideration of the sum of Five Hundred Dollars ($500.00) in hand paid by Buyer to Seller (the "Independent Consideration") and other good and valuable consideration, the receipt and adequacy of which are hereby confessed and acknowledged, the Parties agree to be legally bound whereby Seller agrees to sell and Buyer agrees to buy the Property, as defined in Paragraph 1 of this Agreement, on the terms and conditions set forth in this Agreement (the "Transaction"). Buyer and Seller mutually acknowledge and agree that the Independent Consideration and Buyer's expenditure of time and resources in investigating the Property constitutes good and valuable consideration to Seller to agree to enter into this Agreement. Each party hereby waives any claim or defense to the enforceability of this Agreement, which claim or defense is predicated upon the discretion afforded Buyer in determining the satisfaction of Buyer's contingencies. The Independent Consideration shall be non-refundable for any reason whatsoever but shall be applied to the Purchase Price at Closing.

This Agreement is also subject to any Exhibit A and B checked above, which is attached hereto and incorporated by this reference.

1. Description of Property. The real property which is the subject matter of this Agreement is that certain parcel of real property located in Larimer County, Colorado, which is legally described on Exhibit A (the "Property"). The Property includes all improvements located thereon and all of Seller's rights, title, and interest in and to all appurtenances thereto, including but not limited to the following:

A. Appurtenances Generally. The Property shall include all improvements now located thereon, including any fences, buildings, landscaping, and other improvements, and all fixtures of a permanent nature. In addition, the Property shall include all of Seller's right, title and interest in and to easements, rights-of-way, future interests, and rights to the same belonging and inuring to the benefit of the Property, and in and to all strips and gores of land lying between the Property and adjoining property or streets, roads or highways, open or proposed.

B. Taps. All water taps, gas taps, and sewer taps belonging or in any way appertaining to the Property.

C. Water Rights. All water, water rights, corporate stock relating to the use of water, springs, spring rights, wells, well rights, ditches, ditch rights, reservoir rights, tributary, non-tributary, and not non-tributary water, appurtenant to, customarily used with or upon, or relating to the use of water on the Property, and any other water or water rights, located on or appurtenant to the Property, whether or not the same have been adjudicated.

D. Mineral Rights. Any and all interests in all minerals, ores, metals of any kind and character, and all coal, asphaltum, oil, gas, or other like substances, including sand and gravel, all geothermal resources in, on, or under the Property, and all other mineral rights as are owned by Seller at the time of this Agreement.

2. Purchase Price and Earnest Money Deposit.

☒ No Earnest Money Deposit is required in connection with this transaction, the mutuality of the promises of the parties hereto being deemed adequate consideration, and the entire amount of the Purchase Price, along with closing costs and customary prorations, will be payable by Purchaser to Seller in immediately available funds at the time of closing, as hereinafter set forth; or

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☐ Purchaser will make the Earnest Money Deposit indicated above within ten (10) days following the Effective Date by check or immediately available funds to the Title Company as part payment to Seller. The balance of the Purchase Price along with closing costs and customary prorations, will be payable by Purchaser to Seller in immediately available funds at the time of closing, as hereinafter set forth.

3. Contingencies. This Agreement is contingent upon the following:

A. Appraisal. Purchaser has the right to obtain an appraisal. Purchaser will be responsible for engaging the appraiser and paying for the appraisal report and associated costs.

B. Disclosures. Within ten (10) days following the Effective Date, and immediately upon any later discovery by Seller of any disclosure issue not previously submitted to Purchaser, Seller will provide to Purchaser a disclosure statement describing any and all issues with the Property known to Seller that would reasonably be considered material whether or not Purchaser would decide to continue with the purchase of the Property or terminate this Agreement. Purchaser may object to any disclosed issue by providing to Seller written notice by the Inspection Deadline in accordance with paragraph 6 below.

C. Lead-Based Paint. Unless exempt, if the improvements, if any, on the Property include one or more residential dwellings for which a building permit was issued prior to January 1, 1978, Seller shall provide Purchaser with a completed and signed Lead-Based Paint Disclosure form within ten (10) days following the Effective Date.

D. Title Insurance/Evidence of Title.

1. Within ten (10) days following the Effective Date, Purchaser will order a Title Insurance Commitment from the Title Company, together with copies of all documents of record related to exceptions identified in the Title Commitment (together referred to as the "Title Commitment"). The Title Commitment must show title to the Property in Seller's name, subject only to those exceptions set forth on Schedule B-2 to the Title Commitment that are acceptable to Purchaser. Purchaser is responsible for the cost of the Title Commitment and Title Insurance.

2. If the Title Commitment discloses title defects unsatisfactory to Purchaser and subject to which Purchaser need not take title, Purchaser may give Seller written notice of such defects by the date ten (10) days after Purchaser's receipt of the Title Commitment, and no later than ten (10) days after notice of any title change or discovery of any title defect not disclosed by the Title Commitment. Seller must attempt in good faith to cure such defects prior to closing, at its expense, without any other manner affecting the terms of this Agreement.

3. If any instrument or deposit is necessary in order to correct a defect in or objection to title, the following apply:

a) Any instrument will be in a form and contain terms and conditions the Title Company may reasonably require so as to be sufficiently satisfied and omit such defects or objection.

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b) Any deposit will be made with the Title Company.

c) Seller agrees to execute, acknowledge, and deliver any required instrument and to make any required deposit.

4. If the Title Company refuses to omit any title defect or objection prior to closing, then Purchaser, at its election, has the right to:

a) Accept such title as Seller is able to convey, without any reduction of the purchase price; or

b) Terminate this Agreement and, upon such termination pursuant to this paragraph, this Agreement will be null and void and of no further effect, and all parties to this Agreement will be released from all obligations hereunder.

5. If Seller is unable to convey title as provided in this paragraph to Purchaser due to an act or omission of Seller, Seller is in default and continues to be liable under this Agreement.

6. Notwithstanding the foregoing:

Any title condition consisting of monetary liens, deeds of trust, or other financial encumbrances against the Property must be removed by Seller at or prior to closing, and Seller's failure to cause the removal of the same will constitute a default by Seller under this Agreement.

E. Survey/Legal Description.

☒ The parties each acknowledge that a legal description of the Property is attached in Exhibit A and incorporated by reference into this Agreement, and each acknowledges having received a copy of any such description. The parties agree that it is their intent that the referenced legal description describes the Property except as otherwise expressly provided, and agree to work in good faith and cooperatively to correct technical errors that any such legal description is determined to contain; or

☒ Purchaser or ☐ Seller, at its own expense and within one hundred twenty (120) days following the Effective Date, may provide to the other party an updated, signed, and sealed (i) ALTA/ACSM boundary survey or (ii) Land Survey Plat ("Survey"), if they choose to obtain a survey. The Survey must include staked property corners and a plat describing courses and distances between the corners, and total acreage of the Property.

1. If Purchaser is not satisfied with the matters disclosed by the Survey, Purchaser may give written notice of the specific survey-related defects to Seller within ten (10) days following the date of receipt of the Survey. Seller may, by written notice within ten (10) days of receipt of the defect notice, elect to cure the survey defects or not to cure them.

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2. Unless Seller elects to cure the survey defects, Purchaser may, by written notice at or before closing:

a) Expressly waive the survey defects and proceed to closing;

b) Terminate this Agreement; or

c) In its sole discretion, elect to cure the survey defects.

3. If Seller elects to cure the survey defects, Seller may postpone closing for a reasonable period of time not to exceed sixty (60) days. Seller shall promptly provide written notice to Purchaser of any such required postponement of closing at the time of Seller's election to cure pursuant to paragraph 3.E.1. If, after making that election, Seller is unable to cure within the time allowed, Purchaser will be entitled to proceed in accordance with the options stated in subparagraphs 3.E.2a through 3.E.2c above.

4. Seller and Purchaser agree to update the legal description of the Property or any portion thereof to be conveyed hereunder as required to correct errors in the legal description identified by the Survey.

4. Representations of Seller. Seller represents and warrants, as of the Effective Date and as of closing that, to the best of Seller's knowledge:

A. There is no litigation proceeding, including but not limited to, any eminent domain proceeding, pending (or to Seller's knowledge threatened) against, or relating to any part of the Property, nor does Seller know of or have reasonable grounds to know of any basis for any such action.

B. Seller has not received notice of, and to the best of Seller's knowledge, there are no violations of any laws, orders, regulations, or requirements of any governmental authority affecting all or any part of the Property.

C. Seller has the unconditional right and power to execute and deliver this Agreement and to consummate the transaction(s) contemplated by this Agreement.

D. Seller has not received notice of default or breach by Seller of any of the covenants, conditions, restrictions, rights-of-way, or easements affecting the Property or any portion thereof; no default or breach now exists or will exist at the time of closing; and no event or condition has occurred and is continuing that, with or without notice and/or the passage of time, will constitute such a default or breach.

E. Seller represents that it has provided to Purchaser all environmental reports and any other documentation in Seller's possession related to the Property.

5. Seller's Environmental Representations. Seller represents and warrants as of the Effective Date and as of closing, that, to the best of Seller's knowledge:

A. The Property has never been used as a landfill, waste dump, or mine.

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B. No property in the vicinity of the Property has ever been used as a landfill, waste dump or mine.

C. There is no anticipated, threatened, or pending proceeding or inquiry by any governmental authority or agency with respect thereto.

6. Inspection. Purchaser or any designee of Purchaser has the right to make inspections of the physical condition of the Property and the improvements located thereon at Purchaser's expense. These inspections may include, but are not limited to, environmental assessments and inspections regarding compliance with any building or fire code, environmental protection, pollution or land use or zoning laws, rules, or regulations, including, but not limited to, any laws relating to the disposal or existence of any hazardous substance or other regulated substance in or on the Property. If Purchaser does not provide to Seller written notice of any unsatisfactory condition, as determined in Purchaser's sole discretion, signed by an authorized representative of Purchaser, on or before the Inspection Deadline, Purchaser waives any objection to the physical condition of the Property and the improvements located thereon as of that date. If Purchaser provides written notice of any unsatisfactory condition, signed by an authorized representative of Purchaser, to Seller on or before the Inspection Deadline, and Seller does not cure such conditions prior to closing, Purchaser may terminate this Agreement. Purchaser is responsible and will pay for any damage that occurs to the Property and the improvements located thereon as a result of these inspections.

7. Maintenance of Title. Seller must not cause or permit new liens, easements, or other encumbrances on the title to the Property, except as expressly agreed by Purchaser in writing.

8. Risk of Loss. Seller shall bear all risk of loss with respect to the Property up until closing in accordance with this Agreement. In the event of damage to any portion of the Property by fire or other casualty prior to closing, then this Agreement may be terminated at the option of Purchaser. This option shall be exercised, if at all, by Purchaser's written notice thereof to Seller within ten (10) days after receipt of written notice from Seller of such fire or other casualty. Upon the exercise of such option to terminate, this Agreement shall become null and void and neither party shall have any further liability or obligations hereunder, except as otherwise provided in this Agreement. If Purchaser does not elect to terminate, Seller shall assign and transfer to Purchaser at closing all of Seller's right, title and interest in and to all insurance proceeds or other compensation paid or payable to Seller on account of such fire or casualty together with the amount of the deductible relating thereto.

9. Closing. All references to "close" or "closing" in this Agreement are deemed to mean the successful transfer of title of the Property from Seller to Purchaser. The parties agree to close on a date determined by Purchaser upon not less than 30 days prior written notice by Purchaser to Seller or on the Closing Date, whichever date first occurs, at the office location of the Title Company or at such other reasonable time, date, or location as the parties may mutually agree. All Title Company escrow fees shall be paid by Purchaser. If the close does not occur on or before the Closing Date, then the remedies on default pursuant to paragraph 15 below shall apply.

A. Execution of this Purchase and Sale Agreement shall be contingent upon the approval of the Fort Collins City Council.

10. Proration. Real property taxes and assessments and similar expenses, in accordance with local practice, will be prorated as of the date of closing.

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11. Method of Conveyance. Seller will convey the real property portion of the Property to Purchaser at the time of closing by deed in the form attached hereto as Exhibit B. The personal property portion of the Property, if any, shall be transferred to Purchaser by Seller at the time of closing by bill of sale or other appropriate transfer document, free and clear of all liens and encumbrances. The Special Warranty Deed delivered at Closing shall include a reference stating that the conveyance is subject to the attached Exhibit C, Affordable Housing Covenant, recorded concurrently therewith.

12. Possession. Seller will deliver possession of the Property to Purchaser upon closing free and clear of Leases and tenancies, with the following exception:

A. Interim Use by City. Following Closing, the City shall have the right to continue using the existing parking areas and related improvements on the Property for municipal purposes (the "Interim Use") until such time as Purchaser is prepared to commence construction of the Project.

Purchaser shall provide the City with not less than one hundred eighty (180) days' prior written notice of the date on which the City must vacate the Property to allow for commencement of construction.

During the Interim Use period, the City shall be responsible for routine maintenance of the areas it occupies and shall maintain any required insurance consistent with its self-insured status. Purchaser shall have the right to access the Property for planning, design, and pre-development activities, provided such activities do not materially interfere with the City's Interim Use.

The parties shall cooperate in good faith to coordinate the transition of possession to ensure an orderly commencement of construction.

13. Brokers.

☒ Seller represents to the Purchaser that Seller has is represented by both unlicensed and licensed real estate staff of the City of Fort Collins. Licensed staff consists of William C. Flowers, who holds two (2) real estate licenses as a Real Estate Company - Employing (#EC100083567) and as an Employing Level Real Estate Broker-Responsible Broker (#ER40038475), in the State of Colorado. Purchaser represents that Purchaser is not represented by a licensed real estate professional for the purposes of this transaction.

14. This paragraph intentionally omitted.

15. Remedies on Default. If any note or check received as the Earnest Money Deposit hereunder or any other payment due hereunder is not paid, honored, or tendered when due, or if any other obligation hereunder is not performed as herein provided, the remedies are:

A. If Purchaser is in default, Seller may recover direct damages (actual out-of-pocket expenses but excluding the cost of City staff time) as may be proper and Seller expressly waives the remedies of specific performance and additional damages.

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B. If Seller is in default, Purchaser may elect to treat this Agreement as terminated, in which case Purchaser may recover such damages as may be proper, or Purchaser may elect to treat this Agreement as being in full force and effect, and Purchaser will have the right to an action for specific performance or damages, or both.

16. Litigation Expenses. In the event any party defaults in any of its covenants or obligations, and a party not in default commences and prevails in any legal or equitable action against the defaulting party, the defaulting party expressly agrees to pay all reasonable expenses of the litigation, including a reasonable sum for attorneys' fees or similar costs of legal representation.

17. Governing Law/Venue. The parties intend and agree that this Agreement is to be construed and enforced according to the laws of Colorado, and that venue in any proceeding related to the subject matter of this Agreement will be in Larimer County, Colorado.

18. This paragraph intentionally omitted.

19. Notices. Any notice or other communication given by either party to the other relating to this Agreement must be in writing and shall be deemed given (i) when delivered personally; (ii) on the first business day which is three (3) days following mailing by certified mail, return receipt requested or with tracking, and postage prepaid; or (iii) the next business day after sending by a nationally recognized overnight delivery service and addressed to the party at its respective address as set forth above.

20. Headings. Paragraph headings are used for convenience of reference and in no way define, limit, or prescribe the scope or intent of any provision under this Agreement.

21. Construction. Words of the masculine gender include the feminine and neuter gender and when the sentence so indicates, words of the neuter gender refer to any gender. Words in the singular include the plural and vice versa. Definitions of defined terms are intended to apply throughout this Agreement. This Agreement is to be construed according to its fair meaning, and as if prepared by all parties, and is deemed to be and contain the entire understanding and agreement between the parties.

22. Binding Effect/Joint and Several Liability. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns.

23. Time is of the Essence. It is agreed that time is of the essence of this Agreement and each and every provision.

24. Time Frames. All periods and time frames referred to in this Agreement shall be defined as calendar days and not business days.

25. Assignment. This Agreement must not be assigned by either of the parties hereto without the prior written consent of the other party.

26. Entire Agreement, Modification. This Agreement constitutes the entire contract between the parties relating to the conveyance of the Property, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. No subsequent modification of any of the terms of this Agreement will be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

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27. Counterpart, Facsimile, and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Signatures may be delivered by facsimile copy or electronic format. Facsimile and electronic signatures are binding on the parties as if they were originals.

28. Recording. Purchaser ☒ may or ☐ may not record this Agreement in the real property records of the Larimer County Clerk and Recorder.

29. Authority. Each person executing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement in his or her individual or representative capacity as indicated.

30. Relocation Assistance. Purchaser and Seller acknowledge that some tenants of the Property may be entitled to certain notices and relocation assistance ("Relocation Assistance") under federal and state laws, rules, and regulations that govern relocation obligations including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24 (collectively, the "Relocation Laws"). In order to determine whether any such tenants are entitled to Relocation Assistance, Purchaser is required to, among other things, provide certain notices, prepare a relocation plan, seek certain approvals from governmental authorities related to such plan, and correspond with certain tenants who may be eligible for Relocation Assistance (collectively, the "Relocation Procedures"). Purchaser shall be solely responsible for the costs associated with implementing the Relocation Procedures, including the fees of any relocation consultant engaged to assist the parties with the Relocation Procedures (the "Relocation Consultant"). Seller agrees to reasonably cooperate with Purchaser and use its commercially reasonable, good faith efforts to assist Purchaser in implementing the Relocation Procedures. Such cooperation shall include, without limitation, permitting Purchaser or the Relocation Consultant to contact, notify and/or interview any tenants as may be necessary to implement the Relocation Procedures. Seller shall provide Purchaser or the Relocation Consultant a list of all existing tenants under the Leases copies of all Leases.

(Rest of Page is Blank)

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IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written below.

SELLER:

9/24/2026
Date

Signed by:
Emily Francis
075BED6EE28C496...
Signature of Signing Authority

ATTESTED BY:

DocuSigned by:
934E243B639B429...

Approved As To Form
Assistant City Attorney

PURCHASER:

HOUSING CATALYST, a body corporate and politic

09/10/2026
Date

By: _____
Julie Brewen, Chief Executive Officer

Docusign Envelope ID: 433B1335-3658-83F8-831D-86438E8393C2

EXHIBIT A

Lot 3, Penny Flats Subdivision, according to the Plat thereof recorded January 30, 2007 at Reception No. 20070007427, County of Larimer, State of Colorado.

For Informational
Purposes Only Tax ID
No.: R1643641 /
Assessor's Parcel#
9711182903



Docusign Envelope ID: 433B1335-3658-83F8-831D-86438E8393C2

EXHIBIT B

Form of the Special Warranty Deed

THIS **SPECIAL WARRANTY DEED**, made this ___ day of _____, 20__, by and between **CITY OF FORT COLLINS** (hereinafter **"the Grantor"**), whose mailing address for the purposes of this Special Warranty Deed is PO Box 580, Fort Collins, CO 80522 and **HOUSING CATALYST**, whose mailing address, for purposes of this Special Warranty Deed is 1715 West Mountain Avenue, Fort Collins, CO 80521 (hereinafter **"the Grantee"**).

WITNESSETH:

That the Grantor, for and in consideration of the sum of FIVE HUNDRED Dollars ($500.00) and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt of which are hereby confessed and acknowledged, have granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, convey and confirm unto the Grantee and Grantee's successors and assigns forever, those certain parcels of real property, together with all improvements, if any, situate, lying, and being in the County of Larimer, State of Colorado, more particularly described on **Exhibit A**, attached hereto, consisting of one (1) page, and incorporated herein by this reference, also known by street and number as 314 North Howes Street, Fort Collins, CO 80521 which real property shall be hereinafter referred to as **"the Property"**.

TOGETHER with all and singularly the hereditaments and appurtenances thereto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in or to the Property, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, its successors and assigns, forever. The Grantor, for itself, its successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, and Grantee's successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor, free and clear of all liens and encumbrances, except and subject to all existing easements and rights-of-way in place or of record; any restrictions, reservations, or exceptions contained in any United States or State of Colorado Patents of record; all zoning and other governmental rules and regulations; statutory lien rights resulting from the inclusion of the Property in any special taxing or improvement districts; all oil, gas or other mineral reservations or exceptions of record; and general property taxes, assessments and charges for [the year of closing] and all subsequent years. Grantor's warranty of title is further subject to the encumbrances set forth on **Exhibit B**, attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed the day and year first above written.

Docusign Envelope ID: 433B1335-3658-83F8-831D-86438E8393C2

GRANTOR:
COLORADO, a Municipal Corporation

THE CITY OF FORT COLLINS,

By:_____
Emily Francis, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Assistant City Attorney

ACCEPTED BY GRANTEE:

HOUSING CATALYST, a body corporate and politic

By: _____
~~Kristin Kransnove Fritz, Chief Real Estate Officer~~ Julie Brewen, Chief Executive Officer

DS JB

Docusign Envelope ID: 433B1335-3658-83F8-831D-86438E8393C2

EXHIBIT A to the Special Warranty Deed

Legal Description

Lot 3, Penny Flats Subdivision, according to the Plat thereof recorded January 30, 2007 at Reception No. 20070007427, County of Larimer, State of Colorado.

For Informational
Purposes Only Tax ID
No.: R1643641 /
Assessor's Parcel#
9711182903



Docusign Envelope ID: 3F2B3135-8100-87A3-82AB-BC295EA4B4B6

Docusign Envelope ID: 433B1335-3658-83F8-831D-86438E8393C2

Exhibit "C" to the Special Warranty Deed

Special Terms and Conditions

AFFORDABLE HOUSING COVENANT

Pursuant to Section 23-354 of the Code of the City of Fort Collins, the use of the property shall be limited by a covenant requiring the following (the "Covenant").

(1) Use of the property shall be permanently restricted to affordable housing, as defined in the City's Land Use Code Article 7, with affordability standards as outlined in the City's Land Use Code Section 5.2.1(C) as of the date of the execution of this contract.

(2) Purchaser shall commence development activities within twenty four (24) months of execution of this contract and shall obtain building permits for the construction of all such housing units within forty eight (48) months of execution of this contract, unless otherwise agreed by the City Manager in accordance with Section 23-354 of the City Code upon a finding that Purchaser has exerted a good faith and diligent effort in pursuing the Development but has suffered delays caused by unforeseen circumstances not reasonably within the control of Purchaser

(3) The Covenant shall run with the land and shall not be subordinated to other encumbrances on the Property,. provided, however, that the Covenant may be subordinated to (i) construction or permanent financing upon terms reasonably acceptable to the Seller, so long as such subordination does not eliminate the long-term affordability requirements or the Seller's enforcement rights; and (ii) affordability covenants required by other governmental agencies or authorities providing grants, loans, and other financing for the Development.

(4) Repurchase Option. In furtherance of the public purpose of this conveyance and the Affordable Housing Covenant described above, the City shall retain a repurchase option as follows:

If Purchaser:

a. Fails to commence development activities within twenty-four (24) months of execution of this contract (subject to any approved extensions); or
b. Fails to obtain building permits within forty-eight (48) months of execution of this contract (subject to approved extensions); or
c. Fails to record or materially breaches the Affordable Housing Covenant; or
d. Transfers or encumbers the Property in violation of this Agreement or the Covenant;

then, following written notice from the City and expiration of a reasonable cure period not to exceed one hundred eighty (180) days, the City shall have the option, but not the obligation, to repurchase the Property.

The repurchase price shall be Five Hundred Dollars ($500.00), together with reimbursement of documented third-party capital improvements approved by the City, if any, but excluding financing costs, internal administrative costs, or projected profits.

This repurchase option shall run with the land and shall be referenced in the Special Warranty Deed delivered at Closing.

Docusign Envelope ID: 433B1335-3658-83F8-831D-86438E8393C2

The repurchase option may be subordinated to (i) construction and permanent financing upon terms reasonably acceptable to the Seller, and (ii) liens, encumbrances, covenants and agreements of other governmental agencies or authorities providing grants, loans, and other financing for the Development; provided that such subordination does not eliminate the Seller's ability to enforce the Affordable Housing Covenant.

FIRST AMENDMENT
TO
AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY

THIS FIRST AMENDMENT TO AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY (this "First Amendment") is made and entered into this ___ day of _____ 2026, by and between the City of Fort Collins, Colorado, a municipal corporation ("Seller" or the "City") and Housing Catalyst, a body corporate and politic ("Purchaser"). Seller and Purchaser may be referred to herein individually as a "Party" and together as the "Parties."

Recitals

A. The Parties have entered into an Agreement of Purchase and Sale of Real Property dated _____ 2026 (the "Purchase Agreement") pursuant to which the Seller has agreed to sell and Purchaser has agreed to purchase the real property legally described as follows (the "Property"):

> Lot 3, Penny Flats Subdivision, according to the Plat thereof recorded January 30, 2007 at Reception No. 20070007427, County of Larimer, State of Colorado.
>
> Street Address: 314 N Howes Street. 216 and 222 Maple Street, Fort Collins, CO
> Assessor's schedule number: 643641
> Assessor's Parcel Number: 9711182903

B. The Purchase Agreement was considered favorably on first reading on July 21, 2026, and approved on second reading for final passage on August 18, 2026 by the City Council by Ordinance No. 098, 2026.

C. Purchaser intends to develop the Property for permanently restricted affordable housing (the "Project").

D. To finance the Project Purchaser will require Low Income Housing Tax Credits ("LIHTCs") which are allocated by the Colorado Housing and Finance Authority ("CHFA").

E. To apply for LIHTCs an applicant must demonstrate "site control". CHFA's requirements for "site control" are set forth on Exhibit A attached hereto and incorporated herein by this reference (the "CHFA's Site Control Requirements").

F. Purchaser intends to create a separate entity to develop and own the Project using LIHTCs.

G. To develop the Project in a separate entity using LIHTCs the Purchase Agreement must be amended to meet CHFA's Site Control Requirements. The Parties seek to amend the

Purchase Agreement to allow Purchaser site control in alignment with CHFA's requirements.

H. The Parties also seek to make additional amendments to the Purchaser Agreement, including to clarify the intent of the Parties through the replacement of Exhibits B and C to the Purchase Agreement.

NOW THEREFORE for and in consideration of the foregoing recitals, the promises and covenants herein contained and other good and valuable consideration the receipt and adequacy of which are hereby confessed and acknowledged the Parties agree as follows:

1. On Page 1, at the top, "Exhibit C to the Option to Purchase Real Property" is deleted.

2. Section 9 of the Purchase Agreement is hereby amended by adding the following after Subsection 9.A.:

"B. Notwithstanding the foregoing, if Purchaser is awarded LIHTCs for development of the Property, Purchaser shall have the right to extend the Closing Date for a reasonable period of time not to exceed one (1) year."

3. Section 11 of the Purchase Agreement is hereby amended and restated in its entirety as follows:

"11. Method of Conveyance. Seller will convey the real property portion of the Property to Purchaser at the time of closing in the form attached hereto as Exhibit B. The personal property portion of the Property, if any, shall be transferred to Purchaser by Seller at the time of closing by bill of sale or other appropriate transfer document, free and clear of all liens and encumbrances. Concurrently with the recording of the Special Warranty Deed attached hereto as Exhibit B, Purchaser shall record in the real property records of the Larimer County Clerk and Recorder the Agreement of Restrictive Covenants Affecting Real Property attached hereto as Exhibit C. The obligations of this Section 11 shall survive closing."

4. Section 25 of the Purchase Agreement is hereby amended and restated in its entirety as follows:

"25. Assignment. Purchaser may assign this Agreement to an entity that is wholly owned by Purchaser, an entity in which Purchaser has an ownership interest, or an entity in which an entity wholly owned by Purchaser or of which Purchaser is the sole member has an ownership interest without the consent of Seller. Except as herein permitted, this Agreement must not be assigned by either Party without the prior written consent of the other Party."

5. Exhibit B to the Purchase Agreement is hereby deleted in its entirety and replaced with Exhibit B to this Amendment, which is attached hereto.

6. Exhibit C to the Purchase Agreement is hereby deleted in its entirety and replaced with Exhibit C to this Amendment, which is attached hereto.

7. Except as expressly amend or modified by this First Amendment, all other terms and conditions of the Purchase Agreement shall remain the same and are expressly ratified and affirmed by the Parties.

8. This First Amendment may be executed in counterpart copies and when executed by both Parties, this First Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors, and to the extent permitted by this First Amendment assigns.

[The remainder of this page has been left blank intentionally. Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date most recently written below.

SELLER:

CITY OF FORT COLLINS, COLORADO, a municipal corporation

Date: _____

By:_____
Kelly DiMartino, City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Assistant City Attorney

PURCHASER:

HOUSING CATALYST, a body corporate and politic

Date:_____

By: _____
Julie J. Brewen, Chief Executive Officer

Exhibit B

Special Warranty Deed

This Special Warranty Deed by and between CITY OF FORT COLLINS (hereinafter the "Grantor"), whose mailing address for the purposes of this Special Warranty Deed is PO Box 580, Fort Collins, CO 80522 and HOUSING CATALYST, whose mailing address for purposes of this Special Warranty Deed is 1715 West Mountain Avenue, Fort Collins, CO 80521 (hereinafter the "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Five Hundred Dollars ($500) and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt of which are hereby confessed and acknowledged, have granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, convey and confirm unto the Grantee and Grantee's successors and assigns forever, those certain parcels of real property, together with all improvements, if any, situate, lying and being in the County of Larimer, State of Colorado, more particularly described on Exhibit A, attached hereto, consisting of one (1) page, and incorporated herein by this reference, also known by street and number as 314 North Howes Street, Fort Collins, CO 80521 which real property shall be hereinafter referred to as the "Property".

TOGETHER with all and singularly the hereditaments and appurtenances thereto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in or to the Property, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, its successors and assigns, forever. The Grantor, for itself, its successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, and Grantee's successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor, free and clear of all liens and encumbrances, except and subject to all existing easements and rights-of-way in place or of record; any restrictions, reservations or exceptions contained in any United States or State of Colorado Patents of record; all zoning and other governmental rules and regulations; statutory lien rights resulting from the inclusion of the Property in any special taxing or improvement districts; all oil, gas or other mineral reservations or exceptions of record; and general property taxes, assessments and charges for 2026 and all subsequent years. Grantor's warranty of title is further subject to the encumbrances set forth on Exhibit B, attached hereto and incorporated herein by this reference.

Grantee further promises to Grantor to commence development activities within twenty-four (24) months of execution of this Special Warranty Deed and to obtain building

permits within forty-eight (48) months of execution of this Special Warranty Deed, unless otherwise approved by Grantor's City Manager upon a finding that Grantee has exerted a good faith and diligent effort in pursuing development but has suffered delays caused by unforeseen circumstances not reasonably within the control of Grantee. If Grantee violates this promise or sells, transfers, or encumbers the Property in a way to violate this promise, Grantor shall have the option for one hundred eighty (180) days following a reasonable cure period to repurchase the Property using forms selected by Grantor. If Grantor so elects, the repurchase price shall be Five Hundred Dollars ($500) plus Grantee's documented third-party capital improvement costs approved by Grantor, excluding financing costs, internal administrative costs, or projected profits. The repurchase option created by this paragraph shall be subordinate to (i) construction and permanent financing upon terms reasonably acceptable to Grantor, and (ii) liens, encumbrances, covenants and agreements of other governmental agencies or authorities providing grants, loans and other financing.

Grantee further promises to Grantor to comply with the requirements of the Agreement of Restrictive Covenants Affecting Real Property recorded on _____ at Reception No. _____ in the records of the Larimer County Clerk and Recorder governing use of the Property that Grantor and Grantee executed. If Grantee violates this promise or sells, transfers, or encumbers the Property in a manner that impairs Grantor's ability to enforce the Agreement of Restrictive Covenants Affecting Real Property, Grantor shall have the option for one hundred eighty (180) days following a reasonable cure period to repurchase the Property using forms selected by Grantor. If Grantor so elects, the repurchase price shall be Five Hundred Dollars ($500) plus Grantee's documented third-party capital improvement costs approved by Grantor, excluding financing costs, internal administrative costs, or projected profits. The repurchase option created by this paragraph shall be subordinate to (i) construction and permanent financing upon terms reasonably acceptable to Grantor, and (ii) liens, encumbrances, covenants and agreements of other governmental agencies or authorities providing grants, loans and other financing.

[The remainder of this page has been left blank intentionally. Signatures appear on the following page.]

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed the day most recently written below.

GRANTOR:

_____ _____
Date Signature of Signing Authority

Attest:

_____

City Clerk

APPROVED AS TO FORM:

_____

Assistant City Attorney

STATE OF COLORADO)
)ss
COUNTY OF_____)

The foregoing instrument was acknowledged before me this __day of _____, 2026, by Emily Francis, as Mayor of the City of Fort Collins. Witness my hand and official seal.

My Commission expires:

_____
Notary Public

ACCEPTED BY GRANTEE:

_____ _____

Date

ATTEST:

_____

_____

(Print Name and Title)

Exhibit A
Legal Description

Lot 3, Penny Flats Subdivision, according to the Plat thereof recorded January 30, 2007 at Reception No. 20070007427, County of Larimer, State of Colorado.

Exhibit B
Encumbrances

Exhibit C

RECORDED AT REQUEST OF:
City of Fort Collins

WHEN RECORDED RETURN TO:
City of Fort Collins
Affordable Housing Program
H&CV Department
PO Box 580
Fort Collins, CO 80522-0580

AGREEMENT OF RESTRICTIVE COVENANTS AFFECTING REAL PROPERTY

THIS AGREEMENT OF RESTRICTIVE COVENANTS AFFECTING REAL PROPERTY ("Agreement") is executed this _____ day of _____, _____, by and between the CITY OF FORT COLLINS, a Colorado municipal corporation ("the City"), and HOUSING CATALYST, a body public corporate and politic organized and existing under the Housing Authorities Act of the State of Colorado ("the Developer"), with reference to the following:

A. Developer is the owner of that certain real property ("the Property") located in the City of Fort Collins, County of Larimer, State of Colorado, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference. Developer plans to construct buildings on the Property consistent with its mission as a public housing authority (the "Project").

B. The City conveyed the Property to Developer for less than fair market value and, as consideration to the City, Developer agreed that it will impose restrictive covenants for affordable housing on the Property.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, receipt and sufficiency of which is acknowledged by the parties, the City and Developer hereby agree as follows:

ARTICLE 1. TERM; RECORDATION; BINDING EFFECT

The term of this Agreement shall be for 60 years, commencing upon the issuance of the first Certificate of Occupancy for the Project, but no later than December 31, 2030. The City will record this Agreement as a restrictive covenant in the Office of the Larimer County, Colorado, Clerk and Recorder. This Agreement, and the terms and conditions hereof, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, as provided herein.

ARTICLE 2. RESTRICTED UNITS

The Developer shall ensure that not less than half of all units of the Project will be rented as residences to households 1) whose household income is less than or equal to 80% of the area median income as calculated for Fort Collins by the United States Department of Housing and Urban Development, adjusted for household size, and 2) at a cost that does not exceed the rental rate published by the Colorado Housing and Finance Authority for that income level and size dwelling unit.

ARTICLE 3. INSPECTION

The Developer shall cooperate fully with City in undertaking and operating the Project and shall afford reasonable access to the Project during normal working hours upon forty-eight (48) hours written notice from the City, subject to the property rights of residents at the Project.

ARTICLE 4. ANNUAL REPORTING

The Developer shall provide annual documentation to the Director of the City's Community Development and Neighborhood Services Department and the City's Director of the Housing and Community Vitality Department relating to the affordable rental units in the Project. Provision of this documentation must commence no later than thirty (30) days following issuance of a final Certificate of Occupancy for the first affordable rental unit and will include, at minimum, the following:

a. Occupancy and demographic report;

b. Rent report (annually at minimum and at any time the Developer proposes to increase rents); and

c. Any further documentation/verification the City may deem reasonably necessary to verify the validity of the affordable housing reporting.

ARTICLE 5. MONITORING

Upon reasonable notice to the Developer of a written request by the City, the Developer shall provide information to the City sufficient to verify the following:

a. Developer's compliance with the requirements of Division 5.2.1 of the City's Land Use Code;

b. The affordable dwelling units are occupied by households earning income as required in Article 2 above; and

c. The eligibility of each prospective household is verified by the Developer prior to occupancy of any affordable unit and proof provided to the City upon request. Upon receipt of a written request by the City, Developer must submit documentation for certification to the City for a determination of tenant eligibility.

ARTICLE 6. QUALIFIED PRESERVATION PARTNER

A Qualified Preservation Partner, as authorized in the City's Land Use Code Division 5.2.1, may satisfy Developer's obligations under this Agreement.

ARTICLE 7. DEFAULT/ENFORCEMENT

Failure or delay by the Developer to perform any term or provision of this Agreement constitutes a default under this Agreement provided, however, the Developer shall not be deemed to be in default if the Developer cures, corrects or remedies such default within sixty (60) days after receipt of a notice from the City of the default. The City may not institute proceedings against the Developer in default until the time for cure, correction, or remedy of a default has expired. Upon any default of the Developer under this Agreement, the City may seek specific performance of this Agreement and institute any penalty authorized in Division 5.2.1 or its successor provision of the City's Land Use Code. Alternatively, in the event of default, the City shall have the option to acquire the entire

Property, as provided in the Special Warranty Deed recorded on _____ in the Records of the Larimer County Clerk and Recorder at Reception Number _____.

ARTICLE 8. EFFECT OF COVENANTS

The City is deemed beneficiary of the terms and provisions of this Agreement and of the restrictions and covenants running with the land for and in its own right and for the purpose of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit the covenants running with the land have been provided.

ARTICLE 9. GENERAL PROVISIONS.

a. Concurrent Remedy. No right or remedy herein conferred on or reserved to City is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

b. Waiver. No covenant or condition of this Agreement can be waived except by the written consent of the party to be charged, signed by the appropriate authorities of that party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party. A waiver of one covenant or condition by one party does not grant or imply a waiver of any other covenant or condition to be performed by the other party. Each party shall be entitled to invoke any remedy available to it under this Agreement or by law or in equity despite said forbearance or indulgence.

c. Entire Agreement and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. All references herein to this Agreement shall mean and include the Exhibits hereto unless the context otherwise requires. All amendments and modifications hereto must be in writing and signed by the appropriate authorities of the City and the Developer.

d. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. In the event that all or any portion of this Agreement is found to be unenforceable, this

Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the parties; and the parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Agreement or that portion which is found to be unenforceable.

e. Venue. If either party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, City and the Developer agree that the proper venue for any such action is the Larimer County, Colorado District Court.

f. Authority of Signatories to Bind Principals. The persons executing this Agreement on behalf of their respective principals represent that they have been authorized to do so and that they thereby bind the principals to the terms and conditions of this Agreement.

g. Notices and Demands Between the Parties. All notices and demands between the City and the Developer shall be in writing and shall be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the City and the Developer as follows:

To City:
ATTN: Affordable Housing Program
Housing and Community Vitality Department
City of Fort Collins
PO Box 580
Fort Collins, CO 80522-058

Community Development and Neighborhood Services
City of Fort Collins
281 North College Avenue
Fort Collins, CO 80524

With a copy to:
ATTN.: City Attorney
City of Fort Collins
PO Box 580
Fort Collins, CO 80522-0580

To Developer: Executive Director/Principal
Agency/Developer
Street Address
City, State, Zip Code

With a copy to: Name of Specific Counsel
Legal Firm
Street Address
City, State, Zip Code

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective on the fifth business day following deposit in the United States mail. Such written notices and demands shall be sent in the same manner to such other addresses as either party may from time to time designate by mail.

h. Assignment and Transfer.

(1) The Developer shall have the right to sell, transfer, convey and assign the Project and its rights and obligations under this Agreement at any time subject to the prior written consent of the City, which consent shall not be unreasonably withheld, provided, however, that such City consent shall not be required in connection with any of the following:

(a) The conveyance or dedication of any portion of the Project to the City or other appropriate governmental agencies, or the granting of easements or permits to public utilities to facilitate the construction of the Project, or

(b) Subject to the rental restrictions set forth in Article 2 hereof, the rental or sale to affordability-qualified buyers of units in the Project, or

(c) The encumbering of the Project by Liens and Mortgages if subordinate to this Agreement, or

(d) The replacement of personal property or fixtures.

(2) All of the terms, covenants and conditions of this Agreement shall be binding upon the Developer and the permitted successors and assigns of the Developer. Whenever the term "Developer" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

i. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

j. Subordination. With the written approval of the City's City Manager, this Agreement may be subordinated to: (i) construction or permanent financing upon terms reasonably acceptable to the City, so long as such subordination does not impact City's ability to enforce the affordability restrictions in Article 2; and (ii) affordability covenants required by other governmental agencies or authorities providing grants, loans, and other financing for the Project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of the most recent signatory.

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

a Municipal Corporation

Date:_____ By:_____
Kelly DiMartino, City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Assistant City Attorney

Subscribed and sworn to before me this _____ day of _____, 20_____, by Kelly DiMartino, as City Manager of the City of Fort Collins, Colorado, a Colorado municipal corporation.

STATE OF _____)
)ss.
COUNTY OF _____)

WITNESS MY HAND AND OFFICIAL SEAL. [S E A L]

My commission expires:

_____ _____
Notary Public

DEVELOPER: **HOUSING CATALYST**

Date:_____ BY: _____
Officer, Board of Directors

ATTEST:

_____

Title: _____

Subscribed and sworn to before me this _____ day of _____,

200_____, by _____, as

_____ of Developer.

STATE OF_____)
)ss.
COUNTY OF _____)

WITNESS MY HAND AND OFFICIAL SEAL. [S E A L]

My commission expires:

_____ _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Lot 3, Penny Flats Subdivision, according to the Plat thereof recorded January 30, 2007 at Reception No. 20070007427, County of Larimer, State of Colorado.

File Attachments for Item:

14. Items Relating to the Southridge and Collindale Golf Professionals Agreement.

A. First Reading of Ordinance No. 144, 2026, Authorizing the One-Year Extension of the Contract with Vince Buelk for Professional Golf Services at Collindale Golf Course.

B. First Reading of Ordinance No. 145, 2026, Authorizing the One-Year Extension of the Contract with DMAC Golf, LLC for Professional Golf Services at Southridge Golf Course.

The purpose of this item is to allow Purchasing to enter into an agreement to extend the contracts of the Golf Professionals at Southridge and Collindale Golf Courses for a one-year term.

October 20, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Scott Phelps, Parks and Recreation Senior Manager, Golf
LeAnn Williams, Parks and Recreation Director

SUBJECT

Items Relating to the Southridge and Collindale Golf Professionals Agreement.

EXECUTIVE SUMMARY

A. First Reading of Ordinance No. 144, 2026, Authorizing the One-Year Extension of the Contract with Vince Buelk for Professional Golf Services at Collindale Golf Course.

B. First Reading of Ordinance No. 145, 2026, Authorizing the One-Year Extension of the Contract with DMAC Golf, LLC for Professional Golf Services at Southridge Golf Course.

The purpose of this item is to allow Purchasing to enter into an agreement to extend the contracts of the Golf Professionals at Southridge and Collindale Golf Courses for a one-year term.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinances on First Reading.

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. The Golf Professional hires 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.

The purpose of this item is to authorize by ordinance the Purchasing Agent, pursuant to City Code Section 8-186(a), to enter into a one-year extension of the professional services agreement resulting in a contract greater than five years in length for the Golf Professionals at Southridge and Collindale Golf Courses. This extension is entered into to allow staff time to assess potential organizational structure changes in the future before entering into a new five-year agreement.

CITY FINANCIAL IMPACTS

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

The Parks and Recreation Board was made aware of this at their July and August meetings. They were not asked to vote or write a letter on behalf of Golf and were not in opposition.

PUBLIC OUTREACH

None.

ATTACHMENTS / LINKS

1. Revised Agreement with DMAC LLC
2. Revised Agreement with Vince Buelk
3. Ordinance No. 144, 2026
4. Ordinance No. 145, 2026

SOUTHRIDGE GOLF COURSE
GOLF SERVICES AND CONCESSION AGREEMENT

This Golf Services and Concession Agreement, hereinafter called the "Agreement," is effective as of the 1st day of February, 2027, by and between THE CITY OF FORT COLLINS, COLORADO, a municipal corporation, whose principal offices are at 300 LaPorte Avenue, Fort Collins, Colorado 80521, hereinafter called "City," and DMAC Golf, LLC, a Colorado Limited Liability Company, 3303 68th Avenue Court, Greeley, CO 80634 hereinafter called "Contractor", regarding certain services to be provided at the SouthRidge Golf Course, 5750 South Lemay Avenue, Fort Collins, Colorado, 80525 (the "Golf Course").

W I T N E S E T H:

ARTICLE 1 Golf Services

Contractor agrees to provide golf services in accordance with the Scope of Golf Services description, attached as Exhibit "A" and incorporated herein by this reference ("Golf Services"), such services to be provided primarily by the Contractor.

ARTICLE 2 Grant of Pro Shop and Driving Range Concession

The City grants and Contractor accepts the responsibility of operating a Golf Pro Shop and Driving Range Concession in accordance with the Scope of Pro Shop and Driving Range Services description attached as Exhibit "B" and incorporated herein by this reference ("Pro Shop and Driving Range Services").

ARTICLE 3 Concession Space

For the purposes of this Agreement, the "Concession Space" shall mean any and all parts of the pro shop and clubhouse building at the Golf Course but excluding the restaurant space, as shown on Attachment 1.

ARTICLE 4 Contractor's Use of the Concession Space

4.1 In General. Subject to other limitations expressed in this Agreement, the City grants to Contractor the right to exclusive use of the Concession Space and the right to use in common with others the public areas of the Golf Course, in conjunction with its

operations under this Agreement, in such spaces and manner as may be prescribed by the City.

4.2 Smoking Prohibited. Pursuant to the Fort Collins City Code, smoking is prohibited in the Concession Space, and no person shall smoke outside within twenty (20) feet from any entrance, passageway, operable window or ventilation system of the Concession Space, including outdoor patios unless such person is passing through the area, without stopping, en route to another destination. The Contractor shall inform persons violating this provision of the applicable law and request their compliance.

4.3 Restriction on Items Offered for Sale. In no event shall Contractor offer for sale or otherwise supply smoking instruments or tobacco at the Golf Course.

4.4 Compliance with Applicable Law. The Contractor agrees to comply fully with all applicable state and federal laws and regulations and municipal ordinances, as well as all rules, regulations, policies, and procedures adopted by the City.

ARTICLE 5 Rights of Ingress and Egress

5.1 In General. The Contractor shall have the right of ingress and egress to and from the Concession Space for Contractor's employees, agents and invitees to the extent reasonably necessary in connection with the conduct of Contractor's business under this Agreement. Areas designated as restricted areas by the City shall be excluded.

5.2 Closures. The City may, at any time, temporarily or permanently, close or consent to or request the closing of any roadway or any other way at, in or near the Golf Course, presently or hereafter used as such, so long as reasonable and safe means of ingress and egress remains available to Contractor.

ARTICLE 6 Undertakings of Contractor

6.1 Service. Contractor agrees:

6.1.1 The Contractor shall furnish and pay for all equipment, except as otherwise provided by the City pursuant to Article 10, all goods, labor, transportation, supervision and services necessary to provide services in accordance with this Agreement.

6.1.2 Contractor acknowledges the desire and obligation of the City to provide a high level of service to the public. Therefore, Contractor agrees to offer for

sale from the Concession Space only high quality merchandise and products. If, in the opinion of the City, the selection of items offered is inadequate or not of high quality or if any of the items are found to be objectionable for display and/or sale in a public facility, the items shall be removed or replaced as required by the City. The City Representative shall meet and confer with Contractor regarding such matters. However, Contractor acknowledges that the City's determination as to the same shall be conclusive. Failure of Contractor to correct, rectify or modify its quality within five (5) days of being advised in writing to do so shall be cause for default.

6.1.3 Contractor warrants that all Golf Services and related responsibilities performed under this Agreement shall be performed with the highest degree of competence and care and in accordance with the highest modern professional golfing and management standards in leading golf clubs and golf courses.

6.1.4 Personal Services. It is understood that the City enters into this Agreement based on the special abilities of the Contractor and that this Agreement shall be considered as an agreement for his/her personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties designated to the Golf Professional/Concessionaire under this Agreement to any other person without the prior written consent of the City, and as otherwise set forth in Article 15.

6.1.5 During the peak season, April 1 through September 1, the Contractor is expected to work six (6) days a week. Contractor shall provide in writing,

as requested in writing by the City, a weekly schedule of Contractor's time spent performing duties at the Golf Course.

6.2 Hours of Operation. Subject to the exception for inclement weather expressed below, the Contractor will be required to provide services under this Agreement as follows:

A. During the months of April, May, June, July, August and September, from at least 6:00 A.M. through sundown (or later if golfers remain on the course);

B. During the months of October, November, December, January, February and March, from at least 8:00 A.M. to sundown (or later if golfers remain on the course);

C. Exceptions to the daily schedule may be made, subject to the consent of the City, if closing is dictated by weather and/or course play.

6.3 Contractor Personnel. Contractor shall control the conduct and demeanor of its agents and employees. Contractor agrees to supply and require its employees to wear suitable attire and to wear or carry badges or other suitable means of identification, the form for which shall be subject to prior and continuing approval of the City.

6.3.1 The Contractor agrees to provide to the City at all times a current list of employees, volunteers, and other representatives or agents of Contractor that will be working on behalf of the Contractor in providing services to the City under this Agreement. The Contractor shall keep a written record of all hours worked by volunteers and provide this information to the City on a monthly basis or upon request. The Contractor and the City acknowledge and agree that certain services provided by Contractor will require that employees, volunteers, and other representatives or agents of the Contractor act in positions of trust which will entail the handling of and accounting for funds of the City and City property, or direct contact with youth and members of the general public. Accordingly, Contractor agrees to facilitate, prior to acceptance of employment, background screening of all employees, volunteers, and other representatives or agents of the Contractor at Contractor's expense.

6.3.2 In the event that a background check, or any other information available to the Contractor or the City, raises questions about the trustworthiness,

fitness for provision of services under this Agreement, competency or suitability of any individual for a position of trust of any kind, including handling of funds, City equipment or property, or working with youths or other members of the general public, such individual shall not be employed or allowed to volunteer in connection with the services or activities required or permitted under this Agreement.

6.3.3 In the event the City has concerns regarding the trustworthiness, fitness for provision of services under this Agreement, competence or suitability of any individual for a position of trust of any kind, or concerning conduct, demeanor or competence of any employee or volunteer of Contractor, the Contractor shall immediately take all lawful steps to remove or otherwise address to the City's reasonable satisfaction the cause of the objection or to remove such individual from the performance of any services provided hereunder.

6.3.4 The following constitute unacceptable personal conduct that the parties acknowledge and agree shall be subject to reasonable objection by the City. The parties acknowledge this list is not meant to be exhaustive, and other conduct not listed in this Section may be determined by the City to reasonably impair Contractor's ability to provide satisfactory services under this Agreement, and may also give rise to a reasonable objection by the City to which Contractor shall be expected to respond as set forth herein. In the event the Contractor, or anyone providing services for the Contractor commits any of the following examples of unacceptable conduct, or fails or refuses to take reasonable action to correct such conduct by any person providing services for or on behalf of Contractor hereunder, the City may give Contractor notice of violation and proceed in the manner as set forth in Section 17.1.9.

A. Commission or conviction of a felony, or of any crime involving moral turpitude;

B. Theft or misuse of City money or property;

C. Harassment of, or discrimination against, any individual based on race, religion, national origin, age, sex, sexual orientation or disability,

including any breach of the terms set forth in Exhibit C, attached hereto;

D. Falsification, unauthorized use or destruction of City records, reports or other data or information belonging to the City;

E. Abusive or threatening treatment of any person, including, but not limited to physical or verbal confrontation;

F. Using, consuming, possessing, having in the body or distributing alcohol (except in the normal performance of concession services) or controlled substances during working time;

G. Destruction, loss or abuse of City property;

H. Unauthorized use of City equipment or property for personal use; or

I. Possessing or maintaining sexually explicit materials on City property;

J. Failure to meet the City's performance expectations.

1. 6.4. Prohibition Against Unlawful Discrimination.

The Contractor acknowledges that the City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. § 2000d to 2000d-4); C.R.S. § 24-34-401, and any associated State or Federal laws and regulations strictly prohibits unlawful discrimination based on an individual's gender (regardless of gender identity or gender expression), race, color, religion, creed, national origin, ancestry, age 40 years or older, marital status, disability, sexual orientation, genetic information, or other characteristics protected by law. Pursuant to City policy "sexual orientation" means a person's actual or perceived orientation toward heterosexuality, homosexuality, and bisexuality. The City also strictly prohibits unlawful harassment in the workplace, including sexual harassment. Further, the City strictly prohibits unlawful retaliation against a person who engages in protected activity. Protected activity includes an employee complaining that he or she has been discriminated against in violation of the above policy or participating in an employment discrimination proceeding.

The Contractor shall comply with the City's policy for equal employment opportunity and to prohibit unlawful discrimination, harassment and retaliation. This requirement applies to all third-party vendors and their subcontractors at every tier.

6.5 Statements, Recordkeeping and Audits.

6.5.1 Contractor shall keep books and records of the business, including an accounting of all revenue and expenses of the concession operation, in accordance with good accounting practice and in such form as is

satisfactory to the City. The Contractor hereby grants to the City the right to audit Contractor's books and records for its operation at the Golf Course and agrees to make available to the City, or its authorized representative, at any time, Monday through Friday inclusive, between the hours of 9:00 a.m. and 5:00 p.m., at the offices of the City or the Golf Course, at the City's election, all records, books and relevant related information as may be required for audit purposes.

6.5.2 Contractor shall submit annual financial statements for the prior year to the designated City representative on or before April 15th.

6.6 Physical Interference. Contractor shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located in the Concession Area or elsewhere at the Golf Course.

6.7 Taxes. Contractor agrees to pay all local, state and federal social security, unemployment insurance, sales, use, personal property, possessory interest, and other taxes, assessments and payments-in-lieu which, during the term of this Agreement or any extension hereof, may become a lien of which may be levied or charged by the State, County, City of Fort Collins or other tax-levying body upon or with respect to the Concession Space or the Golf Course, upon any taxable interest acquired by the Contractor in this Agreement, or any taxable possessory right which Contractor may have in or to the Concession Space or facilities or the improvements thereon, by reason of Contractor's occupancy or use thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by Contractor or taxes on Contractor's operations or activities in or about the Concession Space or elsewhere at SouthRidge Golf Course. However, except as otherwise permitted by this Agreement, no charges, fees or taxes of any nature shall be imposed by the City solely upon Contractor for exercising any right or privilege granted by the City to Contractor in this

Agreement with respect to the use of the Concession Space. Nothing herein shall prevent Contractor from protesting, through due process, any taxes levied.

6.8 Licenses. Contractor agrees to obtain and pay for all licenses necessary in connection with its operation.

6.8.1 Any such licenses held by the Contractor in connection with this Agreement shall be surrendered by the Contractor upon termination of this Agreement.

6.8.2 Upon Contractor's surrender of all licenses and acquisition of new licenses by such replacement Contractor as the City may select, the City shall reimburse Contractor for such proportional amount of the cost of the license as may be attributable to any remaining period which may exist from the date of Contractor's surrender to license expiration.

ARTICLE 7 Term

7.1 Period. The term of this Agreement shall commence on February 1, 2027 and unless terminated sooner, shall expire on January 31, 2028. This Agreement shall be automatically renewed for one (1) additional one (1) year term unless the Contractor is in default beyond any applicable cure period or unless one party serves written notice to the other party of its intention to terminate the Agreement, provided such written notice must be served at least ten (10) days prior to the renewal date of the Agreement.

7.3 Holding Over. In the event that the Contractor, or its successor in interest, if any, shall remain beyond the term set forth herein, although no right to remain is given by this Article, it is the intention of the parties and it is hereby agreed that a right of use from month-to-month shall then arise subject to all provisions and conditions of this Agreement in connection with such right, except that the City shall have the sole right to determine reasonable fees for any holdover period. **ARTICLE 8 Fee For Services/Fee For Conducting Business**

8.1 Fee for Services. As payment for performance of Golf Services, the Contractor shall be paid 11.0 percent of gross revenue received by the City from greens fees, cart rentals and the driving range produced by the course annually. Annual pass revenue

will be allocated to the course at the end of the year based on annual pass rounds played at the course. Premier Card revenue will be adjusted for the course at the end of the year based on the average Premier Card discount. The Fee for Services fee will be paid in monthly installments on the first Friday of each month in advance based on the annual average of the gross revenue received by the City from greens fees, cart rentals and the driving range produced by the course over the past five years, less 5%. The five (5) year average gross revenue calculation is in the below Table 1. Beginning February 1st, the Contractor's monthly installment for year 1 of the Contract will be $10,781 as calculated in the below Table 2. By the first Friday of February of the following year, the City shall pay the Contractor the difference between the amount paid by the City to the Contractor in the prior year and 11.0 percent of revenue received by the City from greens fees, cart rentals and the driving range produced by the course in the prior year, if any. If the amount paid by the City to the Contractor in the prior year exceeds 11.0% percent of the gross revenue received by the City from greens fees, cart rentals and the driving range from the course for the prior year, the Contractor shall pay the difference to the City within 30 days of being notified of the amount due.

8.2 Annual Fee Update. The monthly install for each subsequent year will be recalculated utilizing the methodology in paragraph 8.1. The new monthly installment will be determined by the first Friday of March and any difference between the previous and new monthly installment will be reconciled retrospectively to February 1st of such year at which time the City will pay the Contractor the difference or debit the Contractor for the overpayment.

8.3 Additional Income. All fees and other income received through the operation of the pro shop, the sale of merchandise, golf lessons/instruction, tournament service fees, pull cart rental, golf club repair, and the rental of equipment owned by the Contractor

shall be retained by Contractor. Contractor shall provide written records of such income upon request by the City.

8.4 Interest on Past Due Amounts. Contractor shall pay interest on all past due amounts at the rate of eighteen percent (18%) per annum from the due date, until paid.

8.5 Method of Payment. Payment for fees due to the City under Article 8 shall be by check or money order payable to the order of "City of Fort Collins - Golf" and shall be mailed or personally delivered to Dawn Worth at the City of Fort Collins Golf Services Office, 215 N. Mason St, Fort Collins, Colorado, 80522.

ARTICLE 9 Utilities, Maintenance and Janitorial Duties

9.1 Utilities. The City shall pay all charges for water, storm water, sewer, gas, trash collection, recycling, basic clubhouse security system services, telephone, and electric services to the Concession Space. The Contractor shall pay for any Pro Shop televisions, cable or satellite services, or expanded security services. Contractor is responsible for any cable/satellite TV charges.

9.2 Maintenance and Repair. The City shall maintain and repair the Concession Space and City equipment and fixtures (defined in Article 10). Contractor shall submit all requests for repairs or maintenance to the City Representative. Notwithstanding anything to the contrary contained herein, the City shall not in any way be liable to the Contractor for failure to make repairs as herein specifically required of it unless the Contractor has previously notified the City in writing of a need for such repairs, and the City has failed to commence and complete said repairs within a reasonable period of time following receipt of the Contractor's written notification.

9.2.1 The Contractor shall neither hold nor attempt to hold the City liable for any injury or damage, either approximate or remote, occasioned through or caused by defective electrical wiring or the breaking or stoppage of plumbing or sewage upon the Concession Space, whether said breakage or stoppage results from freezing or otherwise.

9.3 Cleaning and Janitorial. The Contractor shall keep the Concession Space and its fixtures clean and in good sanitary condition as required by the ordinances,

resolutions, policies, statutes, and health, sanitary and police regulations of the City of Fort Collins, County of Larimer, and State of Colorado.

9.3.1 Contractor shall thoroughly clean the entire Concession Space, including all equipment and fixtures, whether provided by the City or Contractor, and the windows, floors, counters, at least once prior to, once during and a third time after the close of the April through September golf season. The Contractor shall schedule inspections with the City representative after each scheduled cleaning and provide all receipts associated with such cleaning work.

9.3.2 Contractor is responsible for the ongoing cleanliness of the Concession Space in order to provide a clean and orderly appearance for golfers and the public, including but not limited to, chairs, patio, floor areas and removing trash accumulations to designated trash containers.

9.3.3 Contractor shall maintain clean and orderly restrooms in the building throughout operating hours.

9.3.4 Contractor shall be responsible for the daily cleaning of all outside entrances to the concession space, as well as the daily cleaning of the golf cart staging area. Contractor is responsible for snow

removal from pathways leading to the Concession Space when the course is open.

ARTICLE 10 Acceptance and Trade Fixtures

10.1 Concession Space, City Equipment and Fixtures. In addition to the Concession Space, the City shall provide the following:

10.1.1 Existing equipment as listed on Exhibit "D", attached hereto and made a part hereof;

10.1.2 Lighting fixtures for general area illumination;

10.1.3 Heat and air conditioning;

10.1.4 Pro shop counters, storage units and safe; and

10.1.5 One cash register and/or computerized system, and credit card machine for use by Contractor in connection with performance of services and sales under this Agreement.

10.1.6 Pro Shop Carpeting.

10.2 Acceptance. On the date of commencement of this Agreement, Contractor shall acknowledge that it accepts the Concession Space as well as any City equipment and fixtures "as is."

10.3 Installation of Equipment and Trade Fixtures. Except for the items listed on Exhibit "E", attached hereto and made a part hereof, no equipment, trade fixtures, signs or other personal property used by Contractor in its business, whether or not attached to the Concession Space or any Improvements thereon, shall be installed without the prior written approval of the City.

10.4 Removal of Equipment, Trade Fixtures. Contractor shall have the right at any time during the term of this Agreement or upon termination and within thirty (30) days thereafter, to remove all trade fixtures, equipment and other personal property owned by Contractor, subject to any valid lien the City may have thereon. Any property not so removed by Contractor upon termination shall become a part of the realty on which it is located and title thereto shall vest in the City.

10.5 Title to Improvements. Upon installation or erection of Improvements by Contractor, such Improvements (but excluding any of Contractor's personal property and trade

fixtures which are attached or affixed thereto) shall become a part of the realty upon which they are erected and title thereto shall vest in the City. Upon vesting, the Improvements become part of the Concession Space and are subject to the terms applicable to the Concession Space within this Agreement.

10.6 Applicable Law. All Improvements and all trade fixtures, equipment or other personal property installed by Contractor shall be subject to and conform in all respects to the applicable statutes, ordinances, building codes, sign codes, rules and regulations of all governmental agencies which have jurisdiction over such matters.

ARTICLE 11 Damage by Contractor

Contractor shall be liable for and shall repair, replace or cause to be repaired or replaced within fifteen (15) days after occurrence, any damage to the Concession Space, or to City's property, equipment and fixtures (defined in Article 10) caused by Contractor, its board members, officers, agents, employees or anyone acting under its direction and control, ordinary wear and tear excepted. All repairs or replacements shall be made promptly and when necessary and shall be in a quality and of a class at least equal to the original.

ARTICLE 12 Total or Partial Destruction

12.1 Concession Space or Other Major Component Rendered Untenantable. In case, during the term of this Agreement, the Concession Space, Golf Course or any principal part of any one of them shall be destroyed or shall be so damaged by fire, flood, or other casualty so as to be rendered untenantable or unusable as determined by the City:

12.1.1 Then, in such event, at the option of the City or Contractor, the term hereby created shall cease; and this Agreement shall become null and void from the date of such damage or destruction; and Contractor shall immediately surrender the Concession Space and its interest therein to the City; provided, however, that the City or Contractor shall exercise such option to so terminate this Agreement by notice, in writing, delivered to the other party within thirty (30) days after the City's determination of untenantability or unusability.

12.1.2 In the event neither the City nor Contractor shall elect to terminate this Agreement, this Agreement shall continue in full force and effect; and the City shall repair the Concession Space, Clubhouse, or Golf Course excluding improvements or equipment, signs, trade fixtures or other

personal property installed by Contractor, with all reasonable speed, placing the same in as good a condition as it was at the time of the damage or destruction.

12.2 Concession Space Only Untenantable. In the event of destruction rendering only the Concession Space untenantable, the City shall endeavor, but not be obligated, to make substitute premises available for Contractor's use.

12.3 Components Tenantable. If the Concession Space or Golf Course shall be only injured by fire, flood, or the elements to such extent so as not to render the same untenantable and unfit for use and occupancy, the City shall repair the same with all reasonable speed.

12.4 Removal of Rubbish. In any event, upon the occurrence of damage or destruction, Contractor shall remove all rubbish, debris, merchandise, furniture, furnishings, equipment and other items of its personal property within five (5) days after request being made by the City.

12.5 Exception for Damage Caused by Contractor. In the event of damage caused by Contractor as more specifically addressed in Article 11 of this Agreement, the provisions of Article 11 shall govern in any conflict between Article 11 and Article 12.

12.6 No Claim by Contractor. No compensation or claim shall be made by or allowed to Contractor by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the Concession Space or SouthRidge Golf Course, however the necessity may occur.

ARTICLE 13 Indemnification and Insurance

13.1 City's Liability. The City shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever or whatsoever as a result of any operations, works, acts or omissions performed within SouthRidge Golf Course and Concession Space by Contractor, its agents, employees or contractors unless caused or contributed to by the negligence or willful misconduct of the City, its employees, agents or contractors.

13.2 Indemnification. The Contractor shall indemnify, defend, and hold harmless the City and its officers and employees, to the maximum extent permitted under Colorado law,

against and from any and all actions, suits, claims, demands, or liability of any character whatsoever claimed by the Contractor or third parties against the City arising out of or related to this Agreement (including but not limited to contract, tort, intellectual property, accessibility, or otherwise). This obligation extends to reimbursement of the City's defense costs and reasonable attorney's fees.

13.3 Patent Representation. Contractor represents that it is the owner of or is fully authorized to use any and all services, processes, machines, articles, makes, names or slogans used by it in its operation or in any way connected with this Agreement.

13.4 Contractor Insurance. Without limiting any of the Contractor's obligations hereunder, the Contractor shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement with limits specified in Exhibit "F", which is attached hereto and incorporated herein by this reference.

13.5 Precautions Against Injury. The Contractor shall take all necessary precautions in performing the operations hereunder to prevent injury to persons and property.

13.6 Failure to Insure. Failure of Contractor to take out and/or maintain, or the taking out and/or maintenance of any required insurance shall not relieve Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations on Contractor concerning indemnification.

ARTICLE 14 No Interest in Real Property

Contractor agrees that this Agreement constitutes merely a right to use and occupy the Concession Space for a limited purpose and does not create or convey to Contractor any interest in real property.

ARTICLE 15 Assignment

The Contractor shall not assign this Agreement, sublet or otherwise allow any person to take possession of all or any portion of the Concession Space without prior written consent of the

City nor permit any transfer by operation of law of Contractor's interest created hereby, other than by merger or consolidation unless approved by City.

ARTICLE 16 Right of City to Enter, Inspect and Make Repairs

16.1 In General. City and its authorized employees, agents, contractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption to Contractor's operation as is reasonably practicable) to enter upon any part of the Concession Space for the following purposes:

16.1.1 To inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Contractor has complied with and is complying with the terms and conditions of this Agreement with respect to such premises;

16.1.2 To perform or cause to be performed maintenance and make repairs and replacements: and

16.1.3 To make structural additions and alterations.

16.2 Obstruction by City. All entries made for the purposes enumerated above shall, except as otherwise provided in Article 12, Total or Partial Destruction, be without abatement of damage for inconvenience.

16.3 Obstruction by Contractor. In the event that any personal property of Contractor shall obstruct the access of the City, its officers, employees, agents or contractors, or a utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Contractor shall move such property, as directed by the City or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Contractor shall fail to so move such property after direction from the City or said utility company to do so, the City or the utility company may move it without liability for damage sustained in moving.

16.4 No Eviction or Abatement. Exercise of any or all of the foregoing rights in this Article, by the City, or others under right of the City, shall not be, nor be construed to be, an eviction of Contractor, nor be made the grounds for any abatement of any claim or

demand for damages against the City, consequential or otherwise, except claims for damages to person or property caused solely by the negligence of the City.

ARTICLE 17 Default, Rights of Termination

17.1 Default by Contractor. Time is of the essence in the performance of services and payments of any amounts due under this Agreement. Contractor shall be in default under this Agreement upon the occurrence of any one or more of the following events:

17.1.1 Contractor's failure to pay any fee or other charge when due, or provide acceptable financial reports if requested by the City within five (5) workings days after notice from City of such nonpayment or request.

17.1.2 Contractor's failure to maintain the insurance required in Section 13.4.

17.1.3 Contractor's assignment of any right hereunder in violation of Article 15.

17.1.4 Contractor's failure to perform, keep or observe any of the terms, covenants or conditions of this Agreement within seven (7) days (or such longer time as may be necessary to cure, provided that cure is commenced within the initial seven 7 days) after notice from the City specifying the nature of the deficiency with reasonable particularity and the corrective action that is to be taken within such period to cure the deficiency.

17.1.5 The filing by Contractor of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy against Contractor, the taking of possession of all or substantially all of Contractor's assets pursuant to proceedings brought under the provisions of any federal reorganization act or the appointment of a receiver of all or substantially all of Contractor's assets and the failure of Contractor to secure the return of such assets

and/or the dismissal of such proceeding within thirty (30) days after the filing.

17.1.6 The abandonment for a period of (7) calendar days by Contractor of the conduct of its services and operations.

17.1.7 The assignment by Contractor of its assets for the benefit of creditors.

17.1.8 The death of the Contractor or his/her inability to provide services under this Agreement for an aggregate period of 45 days or more during any annual term of this Agreement.

17.1.9 After written notice to the Contractor of any violation of the personal conduct or performance standards set forth in Section 6, above, and a hearing of the matter before the City's Director of Purchasing and Risk Management, if such a hearing has been requested in writing received by the Director of Purchasing and Risk Management within ten (10) days after mailing of written notice of violation, a determination by the Director of Purchasing and Risk Management that the alleged violation has, in fact, occurred, and that such violation materially interferes with Contractor's ability to perform its services hereunder in a manner satisfactory to the City or otherwise impairs the benefits to be derived from the City by this Agreement, including the good will, satisfaction, health and safety of the general public.

17.2 City's Remedies on Default.

17.2.1 In the event of a default by Contractor, the City may terminate this Agreement effective immediately upon provision of written notice of such termination to Contractor. In the alternative, the City may elect to keep the Agreement in force and work with Contractor to cure the default. If this Agreement is terminated, Contractor shall refund to the City that portion of the Golf Services Fee paid by the City pursuant to Section 8.2 proportional to the time remaining in the calendar month at the time of the Contractor's default, and the City shall have the right to take possession of the Concession Space at the time of default. Contractor's liability to City for damages shall survive the termination, and the City may re-enter, take possession of the Concession Space and remove any persons or property

by legal action or by self-help with the use of reasonable force and without liability for damages.

17.2.2 Following re-entry or abandonment, City may make arrangements for use of the Concession Space by others and in that connection may make any suitable alterations or refurbish the Concession Space, but City shall not be required to make such arrangement for any use or purpose.

17.3 Rights and Remedies Reserved. It is understood and agreed that any rights and remedies reserved pursuant to this Article are in addition to any other rights or remedies the City may have pursuant to this Agreement or to applicable law to seek judicial enforcement, damages or any other lawful remedy.

2. 17.4 Early Termination by the City.

3. Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause or penalty by providing at least ten (10) calendar days written notice of termination to the Contractor.

In the event of early termination by the City, the Contractor shall be paid for Services rendered to the date of termination, subject only to the satisfactory performance of the Contractor's obligations under this Agreement. Contractor shall submit a final invoice within ten (10) calendar days of the effective date of termination. Payment shall be the Contractor's sole right and remedy for such termination.

ARTICLE 18 Miscellaneous Provisions

18.1 Cumulative Rights. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other or of any other remedy available to the City, or Contractor, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

18.2 Acceptance Not Waiver. The City's approval or acceptance of, or payment for, any Services performed under this Agreement shall not relieve Contractor of its obligations

or responsibilities under this Agreement or operate as a waiver of any rights or remedies available to the City.

18.3 Non-liability of Individuals Other than Contractor. With the exception of Contractor, no director, officer, agent or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of its or their execution or attempted execution of the same.

18.4 Limitations on Use. Contractor shall not use, or permit the use of the Concession Space, or any part thereof, for any purpose or use other than those authorized by this Agreement. Neither shall Contractor permit nor suffer any disorderly noise or nuisance whatsoever about the Concession Space or SouthRidge Golf Course.

18.5 Governing Law. The laws of the State of Colorado and the City of Fort Collins Charter and Municipal Code shall govern the construction, interpretation, execution, and enforcement of this Agreement —without regard to choice of law or conflict of law principles. The Parties further agree that Larimer County District Court is the proper venue for all disputes. If the City subsequently agrees in writing that the matter may be heard in federal court, venue will be in U.S. District Court for the District of Colorado. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that holding shall not invalidate or render unenforceable any other provision of this Agreement.18.6 Benefits. This

Agreement is made for the sole and exclusive benefit of the City and Contractor, their successors and assigns, and is not made for the benefit of any third party.

18.7 Construction. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

18.8 Successors and Assigns. All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.

18.9 Headings. The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

18.10 Attorney Fees. In the event of a dispute between the parties regarding this Agreement, each party shall bear its own attorneys' fees and costs, except to the extent attorneys' fees or costs are recoverable by the City pursuant to the indemnification obligations contained in this Agreement or as otherwise expressly provided herein.

18.11 Contract Documents, Entire Agreement. This writing, together with the exhibits hereto constitutes the entire agreement between the parties, their officers, employees, agents and assigns and supersedes all prior agreements, understandings, warranties or promises between the parties hereto, whether written, spoken or implied from the conduct of the parties hereto.

18.12 Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any of the other covenants, conditions or provisions of this Agreement, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either City or Contractor in his/her or its respective rights and obligations under the valid covenants, conditions or provisions of this Agreement.

18.13 Surrender of Possession. Upon the expiration of this Agreement or its earlier termination as herein provided, Contractor shall remove all of its property from SouthRidge Golf Course and surrender entire possession of its rights at SouthRidge

Golf Course to City and its improvements in accordance with Section 11 above, unless this Agreement is renewed or replaced.

18.14 City Representative. The City designates the Director of Parks, as its representative who shall make, within the scope of his/her authority, all necessary and proper decisions with reference to this Agreement. All requests for contract interpretations, amendments and other clarifications or instructions shall be directed to the City Representative.

18.15 Notices. Notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given upon personal delivery or upon deposit in the United States Mail, certified, return receipt requested, postage fully prepaid, addressed as follows or to such other address as the parties may designate from time to time by notice given in accordance with this Section:

Contractor:	City:	Copy to:
DMAC Golf, LLC	City of Fort Collins	City of Fort Collins
Attn: David R. McCleave	Attn: LeAnn Williams	Attn: Purchasing Dept.
3303 68th Ave. Court	PO Box 580	PO Box 580
Greeley, CO 80634	Fort Collins, CO 80522	Fort Collins, CO 80522
DRMccleave@PGA.com	LeWilliams@fcgov.com	purchasing@fortcollins.gov

18.16 Schedules and Exhibits. Whenever reference is made in this Agreement to a Schedule or an Exhibit, unless otherwise specifically expressed to the contrary, such Schedule or Exhibit shall be deemed attached to and by this reference incorporated in this Agreement.

18.17 Force Majeure. However, neither the City nor the Contractor shall be deemed in violation of this Agreement if prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God, act of public enemy, acts of superior governmental authority, weather conditions, rights, rebellion, sabotage or any other circumstances that are not within its control.

18.18 No Limitation on General Powers Nothing in this Agreement shall be construed as in any way limiting the general powers of the City to fully exercise their governmental

functions or their obligations under any bond covenants or federal, state or local laws, rules or regulations.

18.19 No Relationship. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of employer and employee, principal and agent or a partnership or a joint venture between the parties hereto. It is agreed that in the performance of the golf services and concession operation hereunder, the Contractor is an independent contractor responsible to the City only as to the results to be obtained and to the extent that the services and operation shall be done in accordance with the terms of this Agreement.

18.20 Survival. To the extent necessary to carry out all of the terms and provisions hereof, the said terms, obligations and rights set forth herein required shall survive and shall not be affected by the expiration or termination of this Agreement.

19. ADA and Public Accommodations. In performing the Services required hereunder, the Contractor agrees to meet all requirements of the Americans with Disabilities Act of 1990, C.R.S. § 24-85-101, and all applicable rules and regulations (ADA), and all applicable Colorado public accommodation laws, which are imposed directly on the Contractor or which would be imposed on the City as a public entity.

20. Technology Accessibility. The Contractor represents that the Project Instruments hereunder, shall fully comply with all applicable provisions of C.R.S. § 24-85-101, and the Accessibility Standards for Individuals with a Disability, as established by the State of Colorado Governor's Office of Information Technology (OIT) pursuant to C.R.S. § 24-85-103 (2.5), including all updates and amendments to those standards as provided by the OIT. The Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

To confirm that the Project Instruments meet these standards, the Contractor may be required to demonstrate compliance. The Contractor shall indemnify, save, and hold harmless the City against any and all costs, expenses, claims, damages, liability, court awards and other amounts (including attorneys' fees and related costs) incurred by the City in relation to the Contractor's failure to comply with C.R.S. § 24-85-101, or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to C.R.S. § 24-85-103 (2.5).

The City may require the Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the City to attest to the Project Instruments and software compliance with C.R.S. § 24-85-101, and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to C.R.S. § 24-85-103 (2.5).

21. Data Privacy. Contractor will comply with all applicable data privacy regulations and laws, specifically including Colorado's Privacy Act, C.R.S § 6-1-1301 (the Privacy Act). Contractor shall ensure that each person processing any personal data connected to the Services is subject to a duty of confidentiality with respect to the data. If applicable, Contractor shall require that any subcontractors meet the obligations of Contractor with respect to any personal data connected to this Agreement. The Parties agree that upon termination of the Services that Contractor shall, at the City's choice, delete or return all personal data to the City unless retention of the personal data is required by law. Contractor shall make available to the City all information necessary to demonstrate compliance with the obligations of the Privacy Act. Contractor shall allow for, and contribute to, reasonable audits and inspections by the City or the City's designated auditor.

22. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, and under any other applicable law.

23. Colorado Open Records Act. Contractor acknowledges that the City is a governmental entity subject to the Colorado Open Records Act, C.R.S. § 24-72-200, *et seq*. (CORA), and documents in the City's possession may be considered public records subject to disclosure under the CORA. The parties agree that this Agreement and all incorporated Exhibits, unless specifically marked as Confidential, are considered public records under the CORA.

24. Delay. Time is of the essence. Subject to Force Majeure, if the Contractor is temporarily delayed in whole or in part from performing its obligations, then the Contractor shall provide written notice to the City within two (2) business days defining the nature of the delay. Provision of written notice under this Section shall not operate as a waiver of any rights or benefits provided to the City under this Agreement.

25. Order of Precedence. In the event of a conflict or inconsistency within this Agreement, the conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority:

    a. The body of this Agreement (and any written amendment),

    b. Exhibits to this Agreement, and

    c. The Purchase Order document.

26. Prohibited Terms. Nothing in any Exhibit or other attachment shall be construed as a waiver of any provision above. Any terms included in any Exhibit or other attachment that requires the City to indemnify or hold Contractor harmless; requires the City to agree to binding arbitration; limits Contractor's liability; or that conflicts with statute, City Charter or City Code in any way, shall be void.

27. Entire Agreement; Binding Effect; Authority to Execute. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties regarding this transaction and the matter recited herein. This

Agreement supersedes any prior Agreements, promises, or understandings as to the matter recited herein. The Agreement shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties. Covenants or representations not contained in this Agreement shall not be binding on the parties. In the event of a conflict between terms of the Agreement and any exhibit or attachment, the terms of the Agreement shall prevail. Each person executing this Agreement affirms that they have the necessary authority to sign on behalf of their respective party and to bind such party to the terms of this Agreement.

28.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

THE CITY OF FORT COLLINS, COLORADO

By: _____
Jake Rector
Director of Purchasing

ATTEST:

_____

APPROVED AS TO FORM:

_____

DMAC GOLF, LLC

_____
David R. McCleave, Owner

Attachment 1

Concession Space

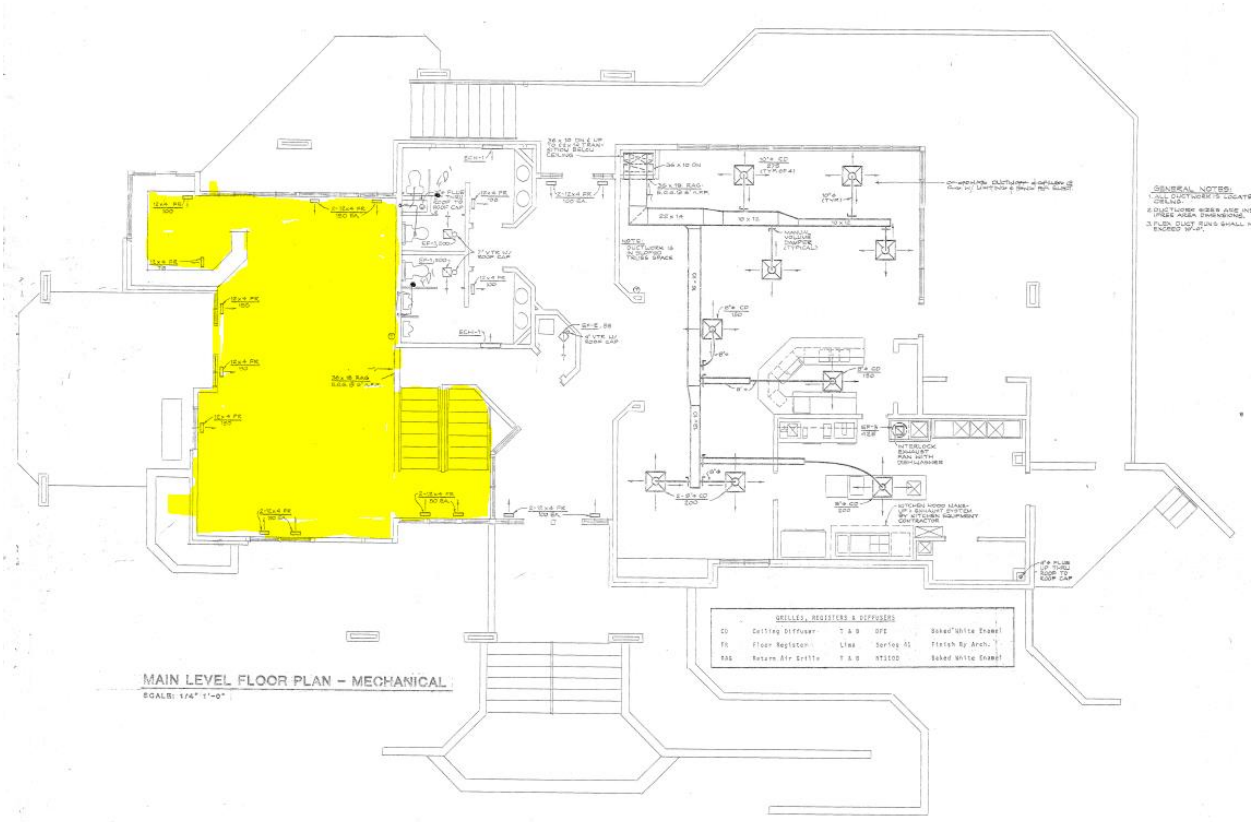


EXHIBIT A

SCOPE OF GOLF SERVICES

The Golf Professional at the Golf Course shall be a member of, the Professional Golfers' Association of America ("PGA") and carry a class A member classification. He or she must be of character that is accepted by the general public.

The following is a list of specific duties required of the Golf Professional. This list is not all-inclusive, but does include the most important duties to be performed by the Golf Professional or those under his supervision.

A. Contractor in General

1. Management and scheduling of the golf course operations at the SouthRidge Golf Course, including but not limited to, the general management of play on the course and driving range, course monitoring (ranger/marshal functions), preparation, return inspection, and rental of City-provided golf carts, golf lessons/instruction, golf club repair and rentals, tournament and league coordination, and overall use and management of the clubhouse, including the daily cleaning of all outside entrance areas and cleanliness of the clubhouse.

2. Timely collection and accounting of City green fees, annual pass fees, gift certificates, tournament fees, golf cart rental or use fees, Premier card, driving range fees, employee or volunteer charge fee, City building rentals, and other fees in the amounts set by the City.

3. Cleaning and daily preparation for customers of City-provided golf carts, including the daily cleaning of the golf cart staging area.

4. Provision of starters, assistant golf professionals, course monitors (marshals/rangers), janitors, cashiers and other personnel as necessary to facilitate full and efficient use of the course and other activities at the SouthRidge Golf Course.
5. Supervise the reservation system and the flow of players onto the Golf Course. Make every effort to maximize the number of tee time reservations per day of operation.
6. Operate at his/her sole risk, cost, profit and expense, a service-oriented, well-provisioned golf pro shop that satisfies the needs of the public.

7. Provide a golf equipment repair service and provide any other facility necessary to facilitate such repair.

8. Make available and provide for rental to the public pull carts and golf clubs.

9. Generally supervise and maintain a favorable working relationship with all local golf associations. Personally provide assistance and support to each association to meet the reasonable demands of the association. Make every effort to equitably provide assistance and support to both men's and women's golf associations.

B. Golf Professional

1. The Contractor shall devote his/her full time and attention as the primary golf professional for the SouthRidge Golf Course during the entire calendar year. Upon submitting a written request at least three (3) days in advance and receiving the City's consent, he/she may take up to a total of twenty-one (21) vacation days annually, no more than five of which may be consecutive between April-September. The City's expectation is that vacation days will generally be taken October through March. The Contractor may be away from the Golf Course for the purpose of participating in tournament play or other golf-related activities, i.e. schools, seminars and demonstrations, to maintain and/or improve professional status for not more than ten (10) days between April-September with no more than five (5) of which may be consecutive days between April-September.
2. Contractor shall use his/her best effort to manage the pace of play on the course. Setting expectations and educating golfers about the time to complete a round and monitoring the course to enforce compliance are expected. Utilizing a course starter during periods of heavy use to help manage pace of play is required.
3. The Contractor shall regularly play golf with a number of different customers to generally promote golf and Golf Course.
4. In periods of heavy play, Contractor shall regularly tour the Golf Course to greet customers and answer questions, monitor the flow of play and generally inspect the facility. Report any physical course problems or safety issues to the Golf Operations Manager or designee.
5. The Contractor shall serve as the primary monitor (marshal/ranger) at the Golf Course and maintain the pace of play according to industry standards and City Policies and Procedures. Volunteers, after proper training by the Contractor, may also act as course marshals or rangers.

C. Growing the Game.

1. Contractor shall use his/her best effort to increase rounds played at the course, the use of carts and the driving range. This includes promoting league play and tournaments. It also includes providing programs and services so attract young (junior) golfers, women golfers and dormant golfers to the course. Efforts could include golf camps, leagues or special events or programs for these types of golfers, female teaching pros, SNAG Golf, Get Golf Ready, Right Tees and similar efforts.
2. Provide competent golf instruction for all levels of players.
3. Plan, organize, administer and participate in the City's junior golf program.
4. Provide, train and supervise assistant Golf Professionals, starters, marshals, player assistants, and other personnel necessary to perform requirements set forth in the Concession Agreement.
5. Attend Golf Course Advisory Board meetings and other meetings as required.
6. Represent the City in local PGA section activities and tournaments.
7. Constructively participate in an evaluation of the Golf Professional's operation on an annual basis.
8. Maintain a close relationship and cooperate with the Golf Course Superintendent.

9. Retrieve balls from practice range daily or as necessary, wash balls, stock ball machine, dispense balls to the public and collect range fees. Collect and account for all golf fees as established by City ordinance. The Golf Professional does not have the authority to waive any fees owed to the City by a customer or staff with the exception of the following:

    a. Issue refunds to an unsatisfied customers.

    b. City staff, only when authorized within the limit of a written policy established by the Director of Parks.

    c. A guest who presents an official City-issued complimentary pass or City-issued gift certificate.

    d. PGA golf professionals and GCSAA members.

EXHIBIT B
SCOPE OF PRO SHOP AND DRIVING RANGE SERVICES

I. Pro Shop and Driving Range.

A. The Contractor shall operate a golf pro shop in the clubhouse which shall stock a variety of golfing equipment (for sale and rent), supplies and related merchandise in sufficient quantity to meet the demands of customers of the golf course.

B. The Contractor shall provide all merchandise and display fixtures, stock, supplies and inventory for the shop.

C. The Contractor shall operate the driving range such operation to include making equipment and range balls available for use. The City shall provide replacement range balls as the current inventory of range balls wears out. Contractor shall also maintain the high quality hitting mats, range ball retrieval equipment, and range ball dispensing machine. Contractor shall retrieve range balls as needed to ensure balls are always available for customers. The City shall be responsible for replacing the range ball dispensing machine when the parties agree the machine has reached end of life.

D. The Contractor may retrieve and own any abandoned golf balls at SouthRidge Golf Course.

II. Merchandise Quality, Price Control. Contractor acknowledges the desire and obligation of City to provide the public and the golfer high quality merchandise and a high level of public service. Therefore, Contractor agrees to offer for sale from the clubhouse only high quality merchandise at prices not to exceed the prices customarily charged for similar merchandise in high quality Fort Collins area operations. If, in the opinion of the City, the selection of items offered is inadequate, if the merchandise is not of high quality, if any of the prices, charges and rates are excessive, or if any of the items are found to be objectionable for display and/or sale in a public facility, a representative of the City shall meet and confer with Contractor regarding such matters, but Contractor acknowledges that the City's determination as to same shall be conclusive. Failure of Contractor to correct, rectify or modify its prices or quality within five (5) days of being advised in writing to do so shall be cause for default. Contractor shall not offer for sale gift certificates, vouchers, punch cards, or other similar services, except to the extent the same are restricted and limited in duration to one year or less.

III. Use of the Clubhouse. The Contractor shall use any and all parts of the clubhouse and designated areas of the golf cart storage building, hereinafter collectively referred to as "clubhouse," for the purpose of operating the concessions and for other incidental purposes only. The clubhouse shall not be used for any other purpose without the prior written consent of City.

IV. Maintenance and Repairs.

A. The City shall be responsible to maintain and repair the interior and exterior of the clubhouse. The City shall not in any way be liable to the Contractor for failure to make repairs unless the Contractor has previously notified the City in writing of a need for

such repairs, and the City has failed to commence and complete said repairs within a reasonable period of time following receipt of the notification.

B. The Contractor shall be liable for and shall reimburse the City for the cost of any repairs or damage caused by any act or negligence of the Contractor or its agents or employees.

C. The Contractor shall secure the retail pro shop area and shall provide janitorial services to that area, keeping it clean and in good sanitary condition as required by the ordinances, regulations and statutes of the City of Fort Collins, County of Larimer and State of Colorado and this Agreement.

D. The Contractor shall neither hold nor attempt to hold the City liable for any injury or damage, either proximate or remote, occasioned through or caused by defective electrical wiring or the breaking or stoppage of plumbing or sewage in or upon the clubhouse, whether said breakage or stoppage results from freezing or otherwise.

E. The Contractor shall not permit nor suffer the clubhouse or the walls thereof to be endangered by overloading nor permit it to be used for any purpose which would render the insurance thereon void or insurance risks more hazardous without prior written consent of the City, which consent may be conditioned upon the Contractor obtaining additional specific insurance coverage for such more hazardous risks.

V. Alterations and Improvements.

A. All alterations, additions, improvements or changes to the clubhouse by the Contractor subsequent to the commencement of the term shall be subject to the prior written approval of the City.

B. The City reserves the right, from time to time (without invalidating or modifying this Agreement), to make alterations, changes and additions to the land and improvements of which the clubhouse forms a part.

C. The Contractor hereby indemnifies and agrees to hold the City harmless from all liens, claims or charges on account of any alterations, additions, improvements or changes to the clubhouse by Contractor.

D. At the end of the term of this Agreement, all fixtures, equipment, additions and alterations, except trade fixtures installed by the Contractor, shall be and remain the property of the City. Provided, however, the City shall have the option to require the Contractor to remove any or all such fixtures, equipment, additions and alterations and restore the clubhouse to the condition that existed immediately prior to such change and installation, normal wear and tear excepted, all at the Contractor's cost and expense. All such work shall be done in a good and workmanlike manner and shall consist of new materials unless otherwise agreed to by the City.

VI. Credit Card Billing System. The City and the bank handling the City's banking services will allow the Contractor to use the City's credit card billing system for the collection of all City fees and charges, as well as for specified Golf Professional/Concession fees, with the Contractor paying for their share of said service, and at the rate established by the City.

EXHIBIT D

CITY-OWNED INVENTORY
SOUTHRIDGE CLUBHOUSE EQUIPMENT

Public Address System
Safe (bolted)
Window Coverings
DELL Point of Sale (2 Stations) W/GolfTrac System Credit Card Machines & Printer
Pro Shop Counter (Front & Back)
Slat Wall Paneling
Hanging Fan
Track Lighting
Fixed/Attached Shelving in Basement
Driving Range Distance Markers
Hanging Television and Rack in Golf Shop
All Phones
Power Washer for Carts
Price Board
Rolling Wooden Trash Bin,
Green Trash Enclosures Outside
Procom Wireless P.A. System & Battery
Charger & Case
We currently have 68 range baskets and 20 larger green baskets.
2 shag bags,
13 range mats,
2 receipt printers, 1 label printer, one laser printer, 2 gift card scanners and 2 credit card terminals
air compressor, pressure washer, snow blower, hoses
1 tv behind counter

EXHIBIT E
CONTRACTOR-PROVIDED PERSONAL PROPERTY

All Clothing/Golf Ball/Club/Shoe/Sunglass Displays
Mannequins (4)
Black Bookcases (2)
Brown Furniture Bookcases/Shelves (3)
Brown Drawer Displays (2)
32” Samsung TV (1)
Wood File Cabinet (1)
Brown Mini Drawers (1)
Brown High Table (1)
Metal/Wood Computer Stand (1)
Benches (2)
Office Desk (1)
All Pro Shop Artwork
All Push Carts/Rental Clubs
2 stools
computer and laser printer

EXHIBIT F
INSURANCE LIMITS

The Contractor will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Contractor shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies.

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Contractor, insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Agreement.

Insurance certificates should show the certificate holder as follows:

City of Fort Collins
Purchasing Division
PO Box 580
Fort Collins, CO 80522

The City, its officers, agents and employees shall be named as additional insureds on the Contractor's general liability and automobile liability insurance policies by marking the appropriate box or adding a statement to this effect on the certificate, for any claims arising out of work performed under this Agreement.

Insurance coverages shall be as follows:

1. Workers' Compensation & Employer's Liability. The Contractor shall maintain Worker's Compensation and Employer's Liability insurance during the life of this Agreement for all of the Contractor's employees engaged in work performed under this Agreement. Workers' Compensation & Employer's Liability insurance shall conform with statutory limits of $100,000 per accident, $500,000 disease aggregate, and $100,000 disease each employee, or as required by Colorado law.

2. General Liability. The Contractor shall maintain during the life of this Agreement General Liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a (broad form) basis. The amount of insurance for General Liability shall not be less than $1,000,000 combined single limits for bodily injury and property damage.

Automobile Liability. The Contractor shall maintain during the life of this Agreement Automobile Liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a (broad form) basis. The amount of insurance for Automobile Liability shall not be less than $1,000,000 combined single limits for bodily injury and property damage.

EXHIBIT G

AFFIDAVIT PURSUANT TO C.R.S. 24-76.5-103

I, _____, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

___ I am a United States citizen, or

___ I am a Permanent Resident of the United States, or

___ I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

_____ _____

Signature Date

INTERNAL USE ONLY Valid forms of identification

- ---current Colorado driver's license, minor driver's license, probationary driver's license, commercial driver's license, restricted driver's license, instruction permit
- ---current Colorado identification card
- ---U.S. military card or dependent identification card
- ---U.S. coast guard merchant mariner card
- ---Native American tribal document

The following forms of identification may be accepted through February 28, 2007*

- ---original birth certificate from any state of the United States
- ---certificate verifying naturalized status by U.S. with photo and raised seal
- ---certificate verifying U.S. citizenship by U.S. government, e.g., U.S. passport
- ---order of adoption by a U.S. court with seal of certification
- ---valid driver's license from any state of the U.S. or the Dist. of Columbia excluding AK, HI, IL, MD, MI, NE, NM, NC, OR, TN, TX, UT, VT and WI
- ---valid immigration documents demonstrating lawful presence, e.g., current foreign passport with current I-551 stamp or visa, current foreign passport with I-94, I-94 with asylum status, unexpired Resident Alien card, Permanent Resident card or Employment Authorization card

*A waiver may be available where no identification exists or can be obtained due to a medical condition, homelessness, or insufficient documentation to receive a Colorado I.D. or driver's license. Contact your department director.

COLLINDALE GOLF COURSE
GOLF SERVICES AND CONCESSION AGREEMENT

This Golf Services and Concession Agreement, hereinafter called the "Agreement," is effective as of the 1st day of February, 2027, by and between THE CITY OF FORT COLLINS, COLORADO, a municipal corporation, whose principal offices are at 300 LaPorte Avenue, Fort Collins, Colorado 80521, hereinafter called "City," and Vince Buelk, 1300 Silk Oak Drive, Fort Collins, CO 80525, a Colorado Sole proprietor, hereinafter called "Contractor", regarding certain services to be provided at the Collindale Golf Course, 1441 E. Horsetooth Rd., Fort Collins, Colorado, 80525 (the "Golf Course").

W I T N E S E T H:

ARTICLE 1 Golf Services

Contractor agrees to provide golf services in accordance with the Scope of Golf Services description, attached as Exhibit "A" and incorporated herein by this reference ("Golf Services"), such services to be provided primarily by the Contractor.

ARTICLE 2 Grant of Pro Shop and Driving Range Concession

The City grants and Contractor accepts the responsibility of operating a Golf Pro Shop and Driving Range Concession in accordance with the Scope of Pro Shop and Driving Range Services description attached as Exhibit "B" and incorporated herein by this reference ("Pro Shop and Driving Range Services").

ARTICLE 3 Concession Space

For the purposes of this Agreement, the "Concession Space" shall mean any and all parts of the pro shop and clubhouse building at the Golf Course but excluding the restaurant space, as shown on Attachment 1.

ARTICLE 4 Contractor's Use of the Concession Space

4.1 In General. Subject to other limitations expressed in this Agreement, the City grants to Contractor the right to exclusive use of the Concession Space and the right to use in common with others the public areas of the Golf Course, in conjunction with its

operations under this Agreement, in such spaces and manner as may be prescribed by the City.

4.2 Smoking Prohibited. Pursuant to the Fort Collins City Code, smoking is prohibited in the Concession Space, and no person shall smoke outside within twenty (20) feet from any entrance, passageway, operable window or ventilation system of the Concession Space, including outdoor patios unless such person is passing through the area, without stopping, en route to another destination. The Contractor shall inform persons violating this provision of the applicable law and request their compliance.

4.3 Restriction on Items Offered for Sale. In no event shall Contractor offer for sale or otherwise supply smoking instruments or tobacco at the Golf Course.

4.4 Compliance with Applicable Law. The Contractor agrees to comply fully with all applicable state and federal laws and regulations and municipal ordinances, as well as all rules, regulations, policies, and procedures adopted by the City.

ARTICLE 5 Rights of Ingress and Egress

5.1 In General. The Contractor shall have the right of ingress and egress to and from the Concession Space for Contractor's employees, agents and invitees to the extent reasonably necessary in connection with the conduct of Contractor's business under this Agreement. Areas designated as restricted areas by the City shall be excluded.

5.2 Closures. The City may, at any time, temporarily or permanently, close or consent to or request the closing of any roadway or any other way at, in or near the Golf Course, presently or hereafter used as such, so long as reasonable and safe means of ingress and egress remains available to Contractor.

ARTICLE 6 Undertakings of Contractor

6.1 Service. Contractor agrees:

6.1.1 The Contractor shall furnish and pay for all equipment, except as otherwise provided by the City pursuant to Article 10, all goods, labor, transportation, supervision and services necessary to provide services in accordance with this Agreement.

6.1.2 Contractor acknowledges the desire and obligation of the City to provide a high level of service to the public. Therefore, Contractor agrees to offer for

sale from the Concession Space only high quality merchandise and products. If, in the opinion of the City, the selection of items offered is inadequate or not of high quality or if any of the items are found to be objectionable for display and/or sale in a public facility, the items shall be removed or replaced as required by the City. The City Representative shall meet and confer with Contractor regarding such matters. However, Contractor acknowledges that the City's determination as to the same shall be conclusive. Failure of Contractor to correct, rectify or modify its quality within five (5) days of being advised in writing to do so shall be cause for default.

6.1.3 Contractor warrants that all Golf Services and related responsibilities performed under this Agreement shall be performed with the highest degree of competence and care and in accordance with the highest modern professional golfing and management standards in leading golf clubs and golf courses.

6.1.4 Personal Services. It is understood that the City enters into this Agreement based on the special abilities of the Contractor and that this Agreement shall be considered as an agreement for his/her personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties designated to the Golf Professional/Concessionaire under this Agreement to any other person without the prior written consent of the City, and as otherwise set forth in Article 15.

6.1.5 During the peak season, April 1 through September 1, the Contractor is expected to work six (6) days a week. Contractor shall provide in writing,

as requested in writing by the City, a weekly schedule of Contractor's time spent performing duties at the Golf Course.

6.2 Hours of Operation. Subject to the exception for inclement weather expressed below, the Contractor will be required to provide services under this Agreement as follows:

A. During the months of April, May, June, July, August and September, from at least 6:00 A.M. through sundown (or later if golfers remain on the course);

B. During the months of October, November, December, January, February and March, from at least 8:00 A.M. to sundown (or later if golfers remain on the course);

C. Exceptions to the daily schedule may be made, subject to the consent of the City, if closing is dictated by weather and/or course play.

6.3 Contractor Personnel. Contractor shall control the conduct and demeanor of its agents and employees. Contractor agrees to supply and require its employees to wear suitable attire and to wear or carry badges or other suitable means of identification, the form for which shall be subject to prior and continuing approval of the City.

6.3.1 The Contractor agrees to provide to the City at all times a current list of employees, volunteers, and other representatives or agents of Contractor that will be working on behalf of the Contractor in providing services to the City under this Agreement. The Contractor shall keep a written record of all hours worked by volunteers and provide this information to the City on a monthly basis or upon request. The Contractor and the City acknowledge and agree that certain services provided by Contractor will require that employees, volunteers, and other representatives or agents of the Contractor act in positions of trust which will entail the handling of and accounting for funds of the City and City property, or direct contact with youth and members of the general public. Accordingly, Contractor agrees to facilitate, prior to acceptance of employment, background screening of all employees, volunteers, and other representatives or agents of the Contractor at Contractor's expense.

6.3.2 In the event that a background check, or any other information available to the Contractor or the City, raises questions about the trustworthiness,

fitness for provision of services under this Agreement, competency or suitability of any individual for a position of trust of any kind, including handling of funds, City equipment or property, or working with youths or other members of the general public, such individual shall not be employed or allowed to volunteer in connection with the services or activities required or permitted under this Agreement.

6.3.3 In the event the City has concerns regarding the trustworthiness, fitness for provision of services under this Agreement, competence or suitability of any individual for a position of trust of any kind, or concerning conduct, demeanor or competence of any employee or volunteer of Contractor, the Contractor shall immediately take all lawful steps to remove or otherwise address to the City's reasonable satisfaction the cause of the objection or to remove such individual from the performance of any services provided hereunder.

6.3.4 The following constitute unacceptable personal conduct that the parties acknowledge and agree shall be subject to reasonable objection by the City. The parties acknowledge this list is not meant to be exhaustive, and other conduct not listed in this Section may be determined by the City to reasonably impair Contractor's ability to provide satisfactory services under this Agreement, and may also give rise to a reasonable objection by the City to which Contractor shall be expected to respond as set forth herein. In the event the Contractor, or anyone providing services for the Contractor commits any of the following examples of unacceptable conduct, or fails or refuses to take reasonable action to correct such conduct by any person providing services for or on behalf of Contractor hereunder, the City may give Contractor notice of violation and proceed in the manner as set forth in Section 17.1.9.

A. Commission or conviction of a felony, or of any crime involving moral turpitude;

B. Theft or misuse of City money or property;

C. Harassment of, or discrimination against, any individual based on race, religion, national origin, age, sex, sexual orientation or disability,

including any breach of the terms set forth in Exhibit C, attached hereto;

D. Falsification, unauthorized use or destruction of City records, reports or other data or information belonging to the City;

E. Abusive or threatening treatment of any person, including, but not limited to physical or verbal confrontation;

F. Using, consuming, possessing, having in the body or distributing alcohol (except in the normal performance of concession services) or controlled substances during working time;

G. Destruction, loss or abuse of City property;

H. Unauthorized use of City equipment or property for personal use; or

I. Possessing or maintaining sexually explicit materials on City property;

J. Failure to meet the City's performance expectations.

1. 6.4. Prohibition Against Unlawful Discrimination.

The Contractor acknowledges that the City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. § 2000d to 2000d-4); C.R.S. § 24-34-401, and any associated State or Federal laws and regulations strictly prohibits unlawful discrimination based on an individual's gender (regardless of gender identity or gender expression), race, color, religion, creed, national origin, ancestry, age 40 years or older, marital status, disability, sexual orientation, genetic information, or other characteristics protected by law. Pursuant to City policy "sexual orientation" means a person's actual or perceived orientation toward heterosexuality, homosexuality, and bisexuality. The City also strictly prohibits unlawful harassment in the workplace, including sexual harassment. Further, the City strictly prohibits unlawful retaliation against a person who engages in protected activity. Protected activity includes an employee complaining that he or she has been discriminated against in violation of the above policy or participating in an employment discrimination proceeding.

The Contractor shall comply with the City's policy for equal employment opportunity and to prohibit unlawful discrimination, harassment and retaliation. This requirement applies to all third-party vendors and their subcontractors at every tier.

6.5 Statements, Recordkeeping and Audits.

6.5.1 Contractor shall keep books and records of the business, including an accounting of all revenue and expenses of the concession operation, in accordance with good accounting practice and in such form as is

satisfactory to the City. The Contractor hereby grants to the City the right to audit Contractor's books and records for its operation at the Golf Course and agrees to make available to the City, or its authorized representative, at any time, Monday through Friday inclusive, between the hours of 9:00 a.m. and 5:00 p.m., at the offices of the City or the Golf Course, at the City's election, all records, books and relevant related information as may be required for audit purposes.

6.5.2 Contractor shall submit annual financial statements for the prior year to the designated City representative on or before April 15th.

6.6 Physical Interference. Contractor shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located in the Concession Area or elsewhere at the Golf Course.

6.7 Taxes. Contractor agrees to pay all local, state and federal social security, unemployment insurance, sales, use, personal property, possessory interest, and other taxes, assessments and payments-in-lieu which, during the term of this Agreement or any extension hereof, may become a lien of which may be levied or charged by the State, County, City of Fort Collins or other tax-levying body upon or with respect to the Concession Space or the Golf Course, upon any taxable interest acquired by the Contractor in this Agreement, or any taxable possessory right which Contractor may have in or to the Concession Space or facilities or the improvements thereon, by reason of Contractor's occupancy or use thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by Contractor or taxes on Contractor's operations or activities in or about the Concession Space or elsewhere at Collindale Golf Course. However, except as otherwise permitted by this Agreement, no charges, fees or taxes of any nature shall be imposed by the City solely upon Contractor for exercising any right or privilege granted by the City to Contractor in this

Agreement with respect to the use of the Concession Space. Nothing herein shall prevent Contractor from protesting, through due process, any taxes levied.

6.8 Licenses. Contractor agrees to obtain and pay for all licenses necessary in connection with its operation.

6.8.1 Any such licenses held by the Contractor in connection with this Agreement shall be surrendered by the Contractor upon termination of this Agreement.

6.8.2 Upon Contractor's surrender of all licenses and acquisition of new licenses by such replacement Contractor as the City may select, the City shall reimburse Contractor for such proportional amount of the cost of the license as may be attributable to any remaining period which may exist from the date of Contractor's surrender to license expiration.

ARTICLE 7 Term

7.1 Period. The term of this Agreement shall commence on February 1, 2027 and unless terminated sooner, shall expire on January 31, 2028. This Agreement shall be automatically renewed for one (1) additional one (1) year term unless the Contractor is in default beyond any applicable cure period or unless one party serves written notice to the other party of its intention to terminate the Agreement, provided such written notice must be served at least ten (10) days prior to the renewal date of the Agreement.

7.3 Holding Over. In the event that the Contractor, or its successor in interest, if any, shall remain beyond the term set forth herein, although no right to remain is given by this Article, it is the intention of the parties and it is hereby agreed that a right of use from month-to-month shall then arise subject to all provisions and conditions of this Agreement in connection with such right, except that the City shall have the sole right to determine reasonable fees for any holdover period.

ARTICLE 8 Fee For Services/Fee For Conducting Business

8.1 Fee for Services. As payment for performance of Golf Services, the Contractor shall be paid 11.0 percent of gross revenue received by the City from greens fees, cart rentals and the driving range produced by the course annually. Annual pass revenue

will be allocated to the course at the end of the year based on annual pass rounds played at the course. Premier Card revenue will be adjusted for the course at the end of the year based on the average Premier Card discount. The Fee for Services fee will be paid in monthly installments on the first Friday of each month in advance based on the annual average of the gross revenue received by the City from greens fees, cart rentals and the driving range produced by the course over the past five years, less 5%. The five (5) year average gross revenue calculation is in the below Table 1. Beginning February 1st, the Contractor's monthly installment for year 1 of the Contract will be $10,781 as calculated in the below Table 2. By the first Friday of February of the following year, the City shall pay the Contractor the difference between the amount paid by the City to the Contractor in the prior year and 11.0 percent of revenue received by the City from greens fees, cart rentals and the driving range produced by the course in the prior year, if any. If the amount paid by the City to the Contractor in the prior year exceeds 11.0% percent of the gross revenue received by the City from greens fees, cart rentals and the driving range from the course for the prior year, the Contractor shall pay the difference to the City within 30 days of being notified of the amount due.

8.2 Annual Fee Update. The monthly install for each subsequent year will be recalculated utilizing the methodology in paragraph 8.1. The new monthly installment will be determined by the first Friday of March and any difference between the previous and new monthly installment will be reconciled retrospectively to February 1st of such year at which time the City will pay the Contractor the difference or debit the Contractor for the overpayment.

8.3 Additional Income. All fees and other income received through the operation of the pro shop, the sale of merchandise, golf lessons/instruction, tournament service fees, pull cart rental, golf club repair, and the rental of equipment owned by the Contractor

shall be retained by Contractor. Contractor shall provide written records of such income upon request by the City.

8.4 Interest on Past Due Amounts. Contractor shall pay interest on all past due amounts at the rate of eighteen percent (18%) per annum from the due date, until paid.

8.5 Method of Payment. Payment for fees due to the City under Article 8 shall be by check or money order payable to the order of "City of Fort Collins - Golf" and shall be mailed or personally delivered to Dawn Worth at the City of Fort Collins Golf Services Office, 215 N. Mason St, Fort Collins, Colorado, 80522.

ARTICLE 9 Utilities, Maintenance and Janitorial Duties

9.1 Utilities. The City shall pay all charges for water, storm water, sewer, gas, trash collection, recycling, basic clubhouse security system services, telephone, and electric services to the Concession Space. The Contractor shall pay for any Pro Shop televisions, cable or satellite services, or expanded security services. Contractor is responsible for any cable/satellite TV charges.

9.2 Maintenance and Repair. The City shall maintain and repair the Concession Space and City equipment and fixtures (defined in Article 10). Contractor shall submit all requests for repairs or maintenance to the City Representative. Notwithstanding anything to the contrary contained herein, the City shall not in any way be liable to the Contractor for failure to make repairs as herein specifically required of it unless the Contractor has previously notified the City in writing of a need for such repairs, and the City has failed to commence and complete said repairs within a reasonable period of time following receipt of the Contractor's written notification.

9.2.1 The Contractor shall neither hold nor attempt to hold the City liable for any injury or damage, either approximate or remote, occasioned through or caused by defective electrical wiring or the breaking or stoppage of plumbing or sewage upon the Concession Space, whether said breakage or stoppage results from freezing or otherwise.

9.3 Cleaning and Janitorial. The Contractor shall keep the Concession Space and its fixtures clean and in good sanitary condition as required by the ordinances,

resolutions, policies, statutes, and health, sanitary and police regulations of the City of Fort Collins, County of Larimer, and State of Colorado.

9.3.1 Contractor shall thoroughly clean the entire Concession Space, including all equipment and fixtures, whether provided by the City or Contractor, and the windows, floors, counters, at least once prior to, once during and a third time after the close of the April through September golf season. The Contractor shall schedule inspections with the City representative after each scheduled cleaning and provide all receipts associated with such cleaning work.

9.3.2 Contractor is responsible for the ongoing cleanliness of the Concession Space in order to provide a clean and orderly appearance for golfers and the public, including but not limited to, chairs, patio, floor areas and removing trash accumulations to designated trash containers.

9.3.3 Contractor shall maintain clean and orderly restrooms in the building throughout operating hours.

9.3.4 Contractor shall be responsible for the daily cleaning of all outside entrances to the concession space, as well as the daily cleaning of the golf cart staging area. Contractor is responsible for snow

removal from pathways leading to the Concession Space when the course is open.

ARTICLE 10 Acceptance and Trade Fixtures

10.1 Concession Space, City Equipment and Fixtures. In addition to the Concession Space, the City shall provide the following:

10.1.1 Existing equipment as listed on Exhibit "D", attached hereto and made a part hereof;

10.1.2 Lighting fixtures for general area illumination;

10.1.3 Heat and air conditioning;

10.1.4 Pro shop counters, storage units and safe; and

10.1.5 One cash register and/or computerized system, and credit card machine for use by Contractor in connection with performance of services and sales under this Agreement.

10.1.6 Pro Shop Carpeting.

10.2 Acceptance. On the date of commencement of this Agreement, Contractor shall acknowledge that it accepts the Concession Space as well as any City equipment and fixtures "as is."

10.3 Installation of Equipment and Trade Fixtures. Except for the items listed on Exhibit "E", attached hereto and made a part hereof, no equipment, trade fixtures, signs or other personal property used by Contractor in its business, whether or not attached to the Concession Space or any Improvements thereon, shall be installed without the prior written approval of the City.

10.4 Removal of Equipment, Trade Fixtures. Contractor shall have the right at any time during the term of this Agreement or upon termination and within thirty (30) days thereafter, to remove all trade fixtures, equipment and other personal property owned by Contractor, subject to any valid lien the City may have thereon. Any property not so removed by Contractor upon termination shall become a part of the realty on which it is located and title thereto shall vest in the City.

10.5 Title to Improvements. Upon installation or erection of Improvements by Contractor, such Improvements (but excluding any of Contractor's personal property and trade

fixtures which are attached or affixed thereto) shall become a part of the realty upon which they are erected and title thereto shall vest in the City. Upon vesting, the Improvements become part of the Concession Space and are subject to the terms applicable to the Concession Space within this Agreement.

10.6 Applicable Law. All Improvements and all trade fixtures, equipment or other personal property installed by Contractor shall be subject to and conform in all respects to the applicable statutes, ordinances, building codes, sign codes, rules and regulations of all governmental agencies which have jurisdiction over such matters.

ARTICLE 11 Damage by Contractor

Contractor shall be liable for and shall repair, replace or cause to be repaired or replaced within fifteen (15) days after occurrence, any damage to the Concession Space, or to City's property, equipment and fixtures (defined in Article 10) caused by Contractor, its board members, officers, agents, employees or anyone acting under its direction and control, ordinary wear and tear excepted. All repairs or replacements shall be made promptly and when necessary and shall be in a quality and of a class at least equal to the original.

ARTICLE 12 Total or Partial Destruction

12.1 Concession Space or Other Major Component Rendered Untenantable. In case, during the term of this Agreement, the Concession Space, Golf Course or any principal part of any one of them shall be destroyed or shall be so damaged by fire, flood, or other casualty so as to be rendered untenantable or unusable as determined by the City:

12.1.1 Then, in such event, at the option of the City or Contractor, the term hereby created shall cease; and this Agreement shall become null and void from the date of such damage or destruction; and Contractor shall immediately surrender the Concession Space and its interest therein to the City; provided, however, that the City or Contractor shall exercise such option to so terminate this Agreement by notice, in writing, delivered to the other party within thirty (30) days after the City's determination of untenantability or unusability.

12.1.2 In the event neither the City nor Contractor shall elect to terminate this Agreement, this Agreement shall continue in full force and effect; and the City shall repair the Concession Space, Clubhouse, or Golf Course excluding improvements or equipment, signs, trade fixtures or other

personal property installed by Contractor, with all reasonable speed, placing the same in as good a condition as it was at the time of the damage or destruction.

12.2 Concession Space Only Untenantable. In the event of destruction rendering only the Concession Space untenantable, the City shall endeavor, but not be obligated, to make substitute premises available for Contractor's use.

12.3 Components Tenantable. If the Concession Space or Golf Course shall be only injured by fire, flood, or the elements to such extent so as not to render the same untenantable and unfit for use and occupancy, the City shall repair the same with all reasonable speed.

12.4 Removal of Rubbish. In any event, upon the occurrence of damage or destruction, Contractor shall remove all rubbish, debris, merchandise, furniture, furnishings, equipment and other items of its personal property within five (5) days after request being made by the City.

12.5 Exception for Damage Caused by Contractor. In the event of damage caused by Contractor as more specifically addressed in Article 11 of this Agreement, the provisions of Article 11 shall govern in any conflict between Article 11 and Article 12.

12.6 No Claim by Contractor. No compensation or claim shall be made by or allowed to Contractor by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the Concession Space or Collindale Golf Course, however the necessity may occur.

ARTICLE 13 Indemnification and Insurance

13.1 City's Liability. The City shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever or whatsoever as a result of any operations, works, acts or omissions performed within Collindale Golf Course and Concession Space by Contractor, its agents, employees or contractors unless caused or contributed to by the negligence or willful misconduct of the City, its employees, agents or contractors.

13.2 Indemnification. The Contractor shall indemnify, defend, and hold harmless the City and its officers and employees, to the maximum extent permitted under Colorado law,

against and from any and all actions, suits, claims, demands, or liability of any character whatsoever claimed by the Contractor or third parties against the City arising out of or related to this Agreement (including but not limited to contract, tort, intellectual property, accessibility, or otherwise). This obligation extends to reimbursement of the City's defense costs and reasonable attorney's fees.

13.3 Patent Representation. Contractor represents that it is the owner of or is fully authorized to use any and all services, processes, machines, articles, makes, names or slogans used by it in its operation or in any way connected with this Agreement.

13.4 Contractor Insurance. Without limiting any of the Contractor's obligations hereunder, the Contractor shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement with limits specified in Exhibit "F", which is attached hereto and incorporated herein by this reference.

13.5 Precautions Against Injury. The Contractor shall take all necessary precautions in performing the operations hereunder to prevent injury to persons and property.

13.6 Failure to Insure. Failure of Contractor to take out and/or maintain, or the taking out and/or maintenance of any required insurance shall not relieve Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations on Contractor concerning indemnification.

ARTICLE 14 No Interest in Real Property

Contractor agrees that this Agreement constitutes merely a right to use and occupy the Concession Space for a limited purpose and does not create or convey to Contractor any interest in real property.

ARTICLE 15 Assignment

The Contractor shall not assign this Agreement, sublet or otherwise allow any person to take possession of all or any portion of the Concession Space without prior written consent of the

City nor permit any transfer by operation of law of Contractor's interest created hereby, other than by merger or consolidation unless approved by City.

ARTICLE 16 Right of City to Enter, Inspect and Make Repairs

16.1 In General. City and its authorized employees, agents, contractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption to Contractor's operation as is reasonably practicable) to enter upon any part of the Concession Space for the following purposes:

16.1.1 To inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Contractor has complied with and is complying with the terms and conditions of this Agreement with respect to such premises;

16.1.2 To perform or cause to be performed maintenance and make repairs and replacements: and

16.1.3 To make structural additions and alterations.

16.2 Obstruction by City. All entries made for the purposes enumerated above shall, except as otherwise provided in Article 12, Total or Partial Destruction, be without abatement of damage for inconvenience.

16.3 Obstruction by Contractor. In the event that any personal property of Contractor shall obstruct the access of the City, its officers, employees, agents or contractors, or a utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Contractor shall move such property, as directed by the City or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Contractor shall fail to so move such property after direction from the City or said utility company to do so, the City or the utility company may move it without liability for damage sustained in moving.

16.4 No Eviction or Abatement. Exercise of any or all of the foregoing rights in this Article, by the City, or others under right of the City, shall not be, nor be construed to be, an eviction of Contractor, nor be made the grounds for any abatement of any claim or

demand for damages against the City, consequential or otherwise, except claims for damages to person or property caused solely by the negligence of the City.

ARTICLE 17 Default, Rights of Termination

17.1 Default by Contractor. Time is of the essence in the performance of services and payments of any amounts due under this Agreement. Contractor shall be in default under this Agreement upon the occurrence of any one or more of the following events:

17.1.1 Contractor's failure to pay any fee or other charge when due, or provide acceptable financial reports if requested by the City within five (5) workings days after notice from City of such nonpayment or request.

17.1.2 Contractor's failure to maintain the insurance required in Section 13.4.

17.1.3 Contractor's assignment of any right hereunder in violation of Article 15.

17.1.4 Contractor's failure to perform, keep or observe any of the terms, covenants or conditions of this Agreement within seven (7) days (or such longer time as may be necessary to cure, provided that cure is commenced within the initial seven 7 days) after notice from the City specifying the nature of the deficiency with reasonable particularity and the corrective action that is to be taken within such period to cure the deficiency.

17.1.5 The filing by Contractor of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy against Contractor, the taking of possession of all or substantially all of Contractor's assets pursuant to proceedings brought under the provisions of any federal reorganization act or the appointment of a receiver of all or substantially all of Contractor's assets and the failure of Contractor to secure the return of such assets

and/or the dismissal of such proceeding within thirty (30) days after the filing.

17.1.6 The abandonment for a period of (7) calendar days by Contractor of the conduct of its services and operations.

17.1.7 The assignment by Contractor of its assets for the benefit of creditors.

17.1.8 The death of the Contractor or his/her inability to provide services under this Agreement for an aggregate period of 45 days or more during any annual term of this Agreement.

17.1.9 After written notice to the Contractor of any violation of the personal conduct or performance standards set forth in Section 6, above, and a hearing of the matter before the City's Director of Purchasing and Risk Management, if such a hearing has been requested in writing received by the Director of Purchasing and Risk Management within ten (10) days after mailing of written notice of violation, a determination by the Director of Purchasing and Risk Management that the alleged violation has, in fact, occurred, and that such violation materially interferes with Contractor's ability to perform its services hereunder in a manner satisfactory to the City or otherwise impairs the benefits to be derived from the City by this Agreement, including the good will, satisfaction, health and safety of the general public.

17.2 City's Remedies on Default.

17.2.1 In the event of a default by Contractor, the City may terminate this Agreement effective immediately upon provision of written notice of such termination to Contractor. In the alternative, the City may elect to keep the Agreement in force and work with Contractor to cure the default. If this Agreement is terminated, Contractor shall refund to the City that portion of the Golf Services Fee paid by the City pursuant to Section 8.2 proportional to the time remaining in the calendar month at the time of the Contractor's default, and the City shall have the right to take possession of the Concession Space at the time of default. Contractor's liability to City for damages shall survive the termination, and the City may re-enter, take possession of the Concession Space and remove any persons or property

by legal action or by self-help with the use of reasonable force and without liability for damages.

17.2.2 Following re-entry or abandonment, City may make arrangements for use of the Concession Space by others and in that connection may make any suitable alterations or refurbish the Concession Space, but City shall not be required to make such arrangement for any use or purpose.

17.3 Rights and Remedies Reserved. It is understood and agreed that any rights and remedies reserved pursuant to this Article are in addition to any other rights or remedies the City may have pursuant to this Agreement or to applicable law to seek judicial enforcement, damages or any other lawful remedy.

2. 17.4 Early Termination by the City.

3. Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause or penalty by providing at least ten (10) calendar days written notice of termination to the Contractor.

In the event of early termination by the City, the Contractor shall be paid for Services rendered to the date of termination, subject only to the satisfactory performance of the Contractor's obligations under this Agreement. Contractor shall submit a final invoice within ten (10) calendar days of the effective date of termination. Payment shall be the Contractor's sole right and remedy for such termination.

ARTICLE 18 Miscellaneous Provisions

18.1 Cumulative Rights. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other or of any other remedy available to the City, or Contractor, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

18.2 Acceptance Not Waiver. The City's approval or acceptance of, or payment for, any Services performed under this Agreement shall not relieve Contractor of its obligations

or responsibilities under this Agreement or operate as a waiver of any rights or remedies available to the City.

18.3 Non-liability of Individuals Other than Contractor. With the exception of Contractor, no director, officer, agent or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of its or their execution or attempted execution of the same.

18.4 Limitations on Use. Contractor shall not use, or permit the use of the Concession Space, or any part thereof, for any purpose or use other than those authorized by this Agreement. Neither shall Contractor permit nor suffer any disorderly noise or nuisance whatsoever about the Concession Space or Collindale Golf Course.

18.5 Governing Law. The laws of the State of Colorado and the City of Fort Collins Charter and Municipal Code shall govern the construction, interpretation, execution, and enforcement of this Agreement —without regard to choice of law or conflict of law principles. The Parties further agree that Larimer County District Court is the proper venue for all disputes. If the City subsequently agrees in writing that the matter may be heard in federal court, venue will be in U.S. District Court for the District of Colorado. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that holding shall not invalidate or render unenforceable any other provision of this Agreement.18.6 Benefits. This

Agreement is made for the sole and exclusive benefit of the City and Contractor, their successors and assigns, and is not made for the benefit of any third party.

18.7 Construction. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

18.8 Successors and Assigns. All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.

18.9 Headings. The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

18.10 Attorney Fees. In the event of a dispute between the parties regarding this Agreement, each party shall bear its own attorneys' fees and costs, except to the extent attorneys' fees or costs are recoverable by the City pursuant to the indemnification obligations contained in this Agreement or as otherwise expressly provided herein.

18.11 Contract Documents, Entire Agreement. This writing, together with the exhibits hereto constitutes the entire agreement between the parties, their officers, employees, agents and assigns and supersedes all prior agreements, understandings, warranties or promises between the parties hereto, whether written, spoken or implied from the conduct of the parties hereto.

18.12 Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any of the other covenants, conditions or provisions of this Agreement, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either City or Contractor in his/her or its respective rights and obligations under the valid covenants, conditions or provisions of this Agreement.

18.13 Surrender of Possession. Upon the expiration of this Agreement or its earlier termination as herein provided, Contractor shall remove all of its property from Collindale Golf Course and surrender entire possession of its rights at Collindale Golf

Course to City and its improvements in accordance with Section 11 above, unless this Agreement is renewed or replaced.

18.14 City Representative. The City designates the Director of Parks, as its representative who shall make, within the scope of his/her authority, all necessary and proper decisions with reference to this Agreement. All requests for contract interpretations, amendments and other clarifications or instructions shall be directed to the City Representative.

18.15 Notices. Notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given upon personal delivery or upon deposit in the United States Mail, certified, return receipt requested, postage fully prepaid, addressed as follows or to such other address as the parties may designate from time to time by notice given in accordance with this Section:

Contractor:	City:	Copy to:
Vince Buelk	City of Fort Collins	City of Fort Collins
Attn: Vince Buelk	Attn: LeAnn Williams	Attn: Purchasing Dept.
1300 Silk Oak Drive	PO Box 580	PO Box 580
Fort Collins, CO 80525	Fort Collins, CO 80522	Fort Collins, CO 80522
vincebgolf@hotmsil.com	LeWilliams@FCGOV.com	purchasing@fortcollins.gov

18.16 Schedules and Exhibits. Whenever reference is made in this Agreement to a Schedule or an Exhibit, unless otherwise specifically expressed to the contrary, such Schedule or Exhibit shall be deemed attached to and by this reference incorporated in this Agreement.

18.17 Force Majeure. However, neither the City nor the Contractor shall be deemed in violation of this Agreement if prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God, act of public enemy, acts of superior governmental authority, weather conditions, rights, rebellion, sabotage or any other circumstances that are not within its control.

18.18 No Limitation on General Powers Nothing in this Agreement shall be construed as in any way limiting the general powers of the City to fully exercise their governmental

functions or their obligations under any bond covenants or federal, state or local laws, rules or regulations.

18.19 No Relationship. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of employer and employee, principal and agent or a partnership or a joint venture between the parties hereto. It is agreed that in the performance of the golf services and concession operation hereunder, the Contractor is an independent contractor responsible to the City only as to the results to be obtained and to the extent that the services and operation shall be done in accordance with the terms of this Agreement.

18.20 Survival. To the extent necessary to carry out all of the terms and provisions hereof, the said terms, obligations and rights set forth herein required shall survive and shall not be affected by the expiration or termination of this Agreement.

19. ADA and Public Accommodations. In performing the Services required hereunder, the Contractor agrees to meet all requirements of the Americans with Disabilities Act of 1990, C.R.S. § 24-85-101, and all applicable rules and regulations (ADA), and all applicable Colorado public accommodation laws, which are imposed directly on the Contractor or which would be imposed on the City as a public entity.

20. Technology Accessibility. The Contractor represents that the Project Instruments hereunder, shall fully comply with all applicable provisions of C.R.S. § 24-85-101, and the Accessibility Standards for Individuals with a Disability, as established by the State of Colorado Governor's Office of Information Technology (OIT) pursuant to C.R.S. § 24-85-103 (2.5), including all updates and amendments to those standards as provided by the OIT. The Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

To confirm that the Project Instruments meet these standards, the Contractor may be required to demonstrate compliance. The Contractor shall indemnify, save, and hold harmless the City against any and all costs, expenses, claims, damages, liability, court awards and other amounts (including attorneys' fees and related costs) incurred by the City in relation to the Contractor's failure to comply with C.R.S. § 24-85-101, or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to C.R.S. § 24-85-103 (2.5).

The City may require the Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the City to attest to the Project Instruments and software compliance with C.R.S. § 24-85-101, and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to C.R.S. § 24-85-103 (2.5).

21. Data Privacy. Contractor will comply with all applicable data privacy regulations and laws, specifically including Colorado's Privacy Act, C.R.S § 6-1-1301 (the Privacy Act). Contractor shall ensure that each person processing any personal data connected to the Services is subject to a duty of confidentiality with respect to the data. If applicable, Contractor shall require that any subcontractors meet the obligations of Contractor with respect to any personal data connected to this Agreement. The Parties agree that upon termination of the Services that Contractor shall, at the City's choice, delete or return all personal data to the City unless retention of the personal data is required by law. Contractor shall make available to the City all information necessary to demonstrate compliance with the obligations of the Privacy Act. Contractor shall allow for, and contribute to, reasonable audits and inspections by the City or the City's designated auditor.

22. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, and under any other applicable law.

23. Colorado Open Records Act. Contractor acknowledges that the City is a governmental entity subject to the Colorado Open Records Act, C.R.S. § 24-72-200, *et seq*. (CORA), and documents in the City's possession may be considered public records subject to disclosure under the CORA. The parties agree that this Agreement and all incorporated Exhibits, unless specifically marked as Confidential, are considered public records under the CORA.

24. Delay. Time is of the essence. Subject to Force Majeure, if the Contractor is temporarily delayed in whole or in part from performing its obligations, then the Contractor shall provide written notice to the City within two (2) business days defining the nature of the delay. Provision of written notice under this Section shall not operate as a waiver of any rights or benefits provided to the City under this Agreement.

25. Order of Precedence. In the event of a conflict or inconsistency within this Agreement, the conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority:

    a. The body of this Agreement (and any written amendment),

    b. Exhibits to this Agreement, and

    c. The Purchase Order document.

26. Prohibited Terms. Nothing in any Exhibit or other attachment shall be construed as a waiver of any provision above. Any terms included in any Exhibit or other attachment that requires the City to indemnify or hold Contractor harmless; requires the City to agree to binding arbitration; limits Contractor's liability; or that conflicts with statute, City Charter or City Code in any way, shall be void.

27. Entire Agreement; Binding Effect; Authority to Execute. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties regarding this transaction and the matter recited herein. This

Agreement supersedes any prior Agreements, promises, or understandings as to the matter recited herein. The Agreement shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties. Covenants or representations not contained in this Agreement shall not be binding on the parties. In the event of a conflict between terms of the Agreement and any exhibit or attachment, the terms of the Agreement shall prevail. Each person executing this Agreement affirms that they have the necessary authority to sign on behalf of their respective party and to bind such party to the terms of this Agreement.

28.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

THE CITY OF FORT COLLINS, COLORADO

By: _____
Jake Rector
Director of Purchasing

ATTEST:

_____

APPROVED AS TO FORM:

_____

Vince Buelk

_____
Vince Buelk, Golf Professional

Attachment 1

Concession Space

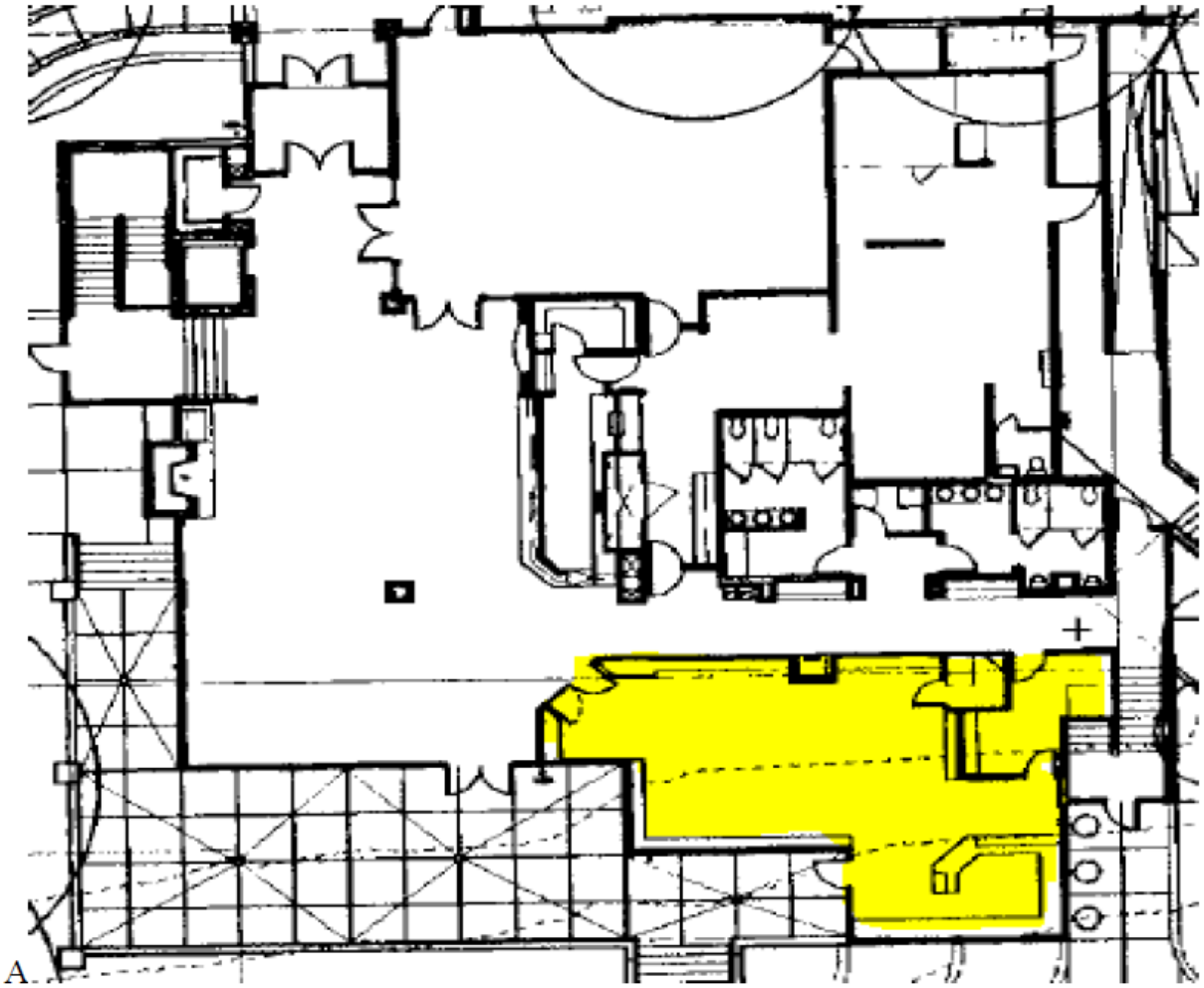


EXHIBIT A

SCOPE OF GOLF SERVICES

The Golf Professional at the Golf Course shall be a member of, the Professional Golfers' Association of America ("PGA") and carry a class A member classification. He or she must be of character that is accepted by the general public.

The following is a list of specific duties required of the Golf Professional. This list is not all-inclusive, but does include the most important duties to be performed by the Golf Professional or those under his supervision.

A. Contractor in General

1. Management and scheduling of the golf course operations at the Collindale Golf Course, including but not limited to, the general management of play on the course and driving range, course monitoring (ranger/marshal functions), preparation, return inspection, and rental of City-provided golf carts, golf lessons/instruction, golf club repair and rentals, tournament and league coordination, and overall use and management of the clubhouse, including the daily cleaning of all outside entrance areas and cleanliness of the clubhouse.

2. Timely collection and accounting of City green fees, annual pass fees, gift certificates, tournament fees, golf cart rental or use fees, Premier card, driving range fees, employee or volunteer charge fee, City building rentals, and other fees in the amounts set by the City.

3. Cleaning and daily preparation for customers of City-provided golf carts, including the daily cleaning of the golf cart staging area.

4. Provision of starters, assistant golf professionals, course monitors (marshals/rangers), janitors, cashiers and other personnel as necessary to facilitate full and efficient use of the course and other activities at the Collindale Golf Course.
5. Supervise the reservation system and the flow of players onto the Golf Course. Make every effort to maximize the number of tee time reservations per day of operation.
6. Operate at his/her sole risk, cost, profit and expense, a service-oriented, well-provisioned golf pro shop that satisfies the needs of the public.

7. Provide a golf equipment repair service and provide any other facility necessary to facilitate such repair.

8. Make available and provide for rental to the public pull carts and golf clubs.

9. Generally supervise and maintain a favorable working relationship with all local golf associations. Personally provide assistance and support to each association to meet the reasonable demands of the association. Make every effort to equitably provide assistance and support to both men's and women's golf associations.

B. Golf Professional

1. The Contractor shall devote his/her full time and attention as the primary golf professional for the Collindale Golf Course during the entire calendar year. Upon submitting a written request at least three (3) days in advance and receiving the City's consent, he/she may take up to a total of twenty-one (21) vacation days annually, no more than five of which may be consecutive between April-September. The City's expectation is that vacation days will generally be taken October through March. The Contractor may be away from the Golf Course for the purpose of participating in tournament play or other golf-related activities, i.e. schools, seminars and demonstrations, to maintain and/or improve professional status for not more than ten (10) days between April-September with no more than five (5) of which may be consecutive days between April-September.
2. Contractor shall use his/her best effort to manage the pace of play on the course. Setting expectations and educating golfers about the time to complete a round and monitoring the course to enforce compliance are expected. Utilizing a course starter during periods of heavy use to help manage pace of play is required.
3. The Contractor shall regularly play golf with a number of different customers to generally promote golf and Golf Course.
4. In periods of heavy play, Contractor shall regularly tour the Golf Course to greet customers and answer questions, monitor the flow of play and generally inspect the facility. Report any physical course problems or safety issues to the Golf Operations Manager or designee.
5. The Contractor shall serve as the primary monitor (marshal/ranger) at the Golf Course and maintain the pace of play according to industry standards and City Policies and Procedures. Volunteers, after proper training by the Contractor, may also act as course marshals or rangers.

C. Growing the Game.

1. Contractor shall use his/her best effort to increase rounds played at the course, the use of carts and the driving range. This includes promoting league play and tournaments. It also includes providing programs and services so attract young (junior) golfers, women golfers and dormant golfers to the course. Efforts could include golf camps, leagues or special events or programs for these types of golfers, female teaching pros, SNAG Golf, Get Golf Ready, Right Tees and similar efforts.
2. Provide competent golf instruction for all levels of players.
3. Plan, organize, administer and participate in the City's junior golf program.
4. Provide, train and supervise assistant Golf Professionals, starters, marshals, player assistants, and other personnel necessary to perform requirements set forth in the Concession Agreement.
5. Attend Golf Course Advisory Board meetings and other meetings as required.
6. Represent the City in local PGA section activities and tournaments.
7. Constructively participate in an evaluation of the Golf Professional's operation on an annual basis.
8. Maintain a close relationship and cooperate with the Golf Course Superintendent.

9. Retrieve balls from practice range daily or as necessary, wash balls, stock ball machine, dispense balls to the public and collect range fees. Collect and account for all golf fees as established by City ordinance. The Golf Professional does not have the authority to waive any fees owed to the City by a customer or staff with the exception of the following:

    a. Issue refunds to an unsatisfied customers.

    b. City staff, only when authorized within the limit of a written policy established by the Director of Parks.

    c. A guest who presents an official City-issued complimentary pass or City-issued gift certificate.

    d. PGA golf professionals and GCSAA members.

EXHIBIT B
SCOPE OF PRO SHOP AND DRIVING RANGE SERVICES

I. Pro Shop and Driving Range.

A. The Contractor shall operate a golf pro shop in the clubhouse which shall stock a variety of golfing equipment (for sale and rent), supplies and related merchandise in sufficient quantity to meet the demands of customers of the golf course.

B. The Contractor shall provide all merchandise and display fixtures, stock, supplies and inventory for the shop.

C. The Contractor shall operate the driving range such operation to include making equipment and range balls available for use. The City shall provide replacement range balls as the current inventory of range balls wears out. Contractor shall also maintain the high quality hitting mats, range ball retrieval equipment, and range ball dispensing machine. Contractor shall retrieve range balls as needed to ensure balls are always available for customers. The City shall be responsible for replacing the range ball dispensing machine when the parties agree the machine has reached end of life.

D. The Contractor may retrieve and own any abandoned golf balls at Collindale Golf Course.

II. Merchandise Quality, Price Control. Contractor acknowledges the desire and obligation of City to provide the public and the golfer high quality merchandise and a high level of public service. Therefore, Contractor agrees to offer for sale from the clubhouse only high quality merchandise at prices not to exceed the prices customarily charged for similar merchandise in high quality Fort Collins area operations. If, in the opinion of the City, the selection of items offered is inadequate, if the merchandise is not of high quality, if any of the prices, charges and rates are excessive, or if any of the items are found to be objectionable for display and/or sale in a public facility, a representative of the City shall meet and confer with Contractor regarding such matters, but Contractor acknowledges that the City's determination as to same shall be conclusive. Failure of Contractor to correct, rectify or modify its prices or quality within five (5) days of being advised in writing to do so shall be cause for default. Contractor shall not offer for sale gift certificates, vouchers, punch cards, or other similar services, except to the extent the same are restricted and limited in duration to one year or less.

III. Use of the Clubhouse. The Contractor shall use any and all parts of the clubhouse and designated areas of the golf cart storage building, hereinafter collectively referred to as "clubhouse," for the purpose of operating the concessions and for other incidental purposes only. The clubhouse shall not be used for any other purpose without the prior written consent of City.

IV. Maintenance and Repairs.

A. The City shall be responsible to maintain and repair the interior and exterior of the clubhouse. The City shall not in any way be liable to the Contractor for failure to make repairs unless the Contractor has previously notified the City in writing of a need for

such repairs, and the City has failed to commence and complete said repairs within a reasonable period of time following receipt of the notification.

B. The Contractor shall be liable for and shall reimburse the City for the cost of any repairs or damage caused by any act or negligence of the Contractor or its agents or employees.

C. The Contractor shall secure the retail pro shop area and shall provide janitorial services to that area, keeping it clean and in good sanitary condition as required by the ordinances, regulations and statutes of the City of Fort Collins, County of Larimer and State of Colorado and this Agreement.

D. The Contractor shall neither hold nor attempt to hold the City liable for any injury or damage, either proximate or remote, occasioned through or caused by defective electrical wiring or the breaking or stoppage of plumbing or sewage in or upon the clubhouse, whether said breakage or stoppage results from freezing or otherwise.

E. The Contractor shall not permit nor suffer the clubhouse or the walls thereof to be endangered by overloading nor permit it to be used for any purpose which would render the insurance thereon void or insurance risks more hazardous without prior written consent of the City, which consent may be conditioned upon the Contractor obtaining additional specific insurance coverage for such more hazardous risks.

V. Alterations and Improvements.

A. All alterations, additions, improvements or changes to the clubhouse by the Contractor subsequent to the commencement of the term shall be subject to the prior written approval of the City.

B. The City reserves the right, from time to time (without invalidating or modifying this Agreement), to make alterations, changes and additions to the land and improvements of which the clubhouse forms a part.

C. The Contractor hereby indemnifies and agrees to hold the City harmless from all liens, claims or charges on account of any alterations, additions, improvements or changes to the clubhouse by Contractor.

D. At the end of the term of this Agreement, all fixtures, equipment, additions and alterations, except trade fixtures installed by the Contractor, shall be and remain the property of the City. Provided, however, the City shall have the option to require the Contractor to remove any or all such fixtures, equipment, additions and alterations and restore the clubhouse to the condition that existed immediately prior to such change and installation, normal wear and tear excepted, all at the Contractor's cost and expense. All such work shall be done in a good and workmanlike manner and shall consist of new materials unless otherwise agreed to by the City.

VI. Credit Card Billing System. The City and the bank handling the City's banking services will allow the Contractor to use the City's credit card billing system for the collection of all City fees and charges, as well as for specified Golf Professional/Concession fees, with the Contractor paying for their share of said service, and at the rate established by the City.

EXHIBIT D
CITY-OWNED INVENTORY
COLLINDALE CLUBHOUSE EQUIPMENT

Counters and check–in desk
Public address system
Security system
POS system with HP Printer- Lightspeed
downstairs rental lockers - 50
Compressor
Power Washer
Small safe
Phone system - 1 standard phone and 2 portable phones
Driving Range Equipment
- Range ball dispenser
- Office programing system
- Range balls
- Range picker cart
- Range picker gang unit
- 2 ball washers
- 20 Country Club Elite range mats
- Assorted rubber tees, ball trays for use on mats
- ~~12~~ range ball barrels - 8
~~- 35~~ range ball crates - 28
- 20 bag stands
- All range ball baskets and stacking equipment - 35 range baskets
- Ropes, markers, signs
- All range keys for ball machine

EXHIBIT E
CONTRACTOR-PROVIDED PERSONAL PROPERTY

Office furniture and associated equipment consisting of 2 desks, laptop, printer, copy machine, steamer, 2 office chairs, filing cabinet, and small electric
Appliances, TV with stand for tournament scoring
All shop retail fixtures
Rental clubs
Wall hangings
Club repair equipment and associated materials
All equipment and materials located in basement storage area
Rental pull carts
Small tools, ladders, battery charger, microwave and small frig
Academy Building and associated equipment - includes office equipment, club fitting equipment, TV,
computer
4 white plastic tables and 15 chairs
Speaker and Microphone
1 - Pop up tent
1- Portable air compressor
Office supplies, laminator

EXHIBIT F
INSURANCE LIMITS

The Contractor will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Contractor shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies.

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Contractor, insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Agreement.

Insurance certificates should show the certificate holder as follows:

City of Fort Collins
Purchasing Division
PO Box 580
Fort Collins, CO 80522

The City, its officers, agents and employees shall be named as additional insureds on the Contractor's general liability and automobile liability insurance policies by marking the appropriate box or adding a statement to this effect on the certificate, for any claims arising out of work performed under this Agreement.

Insurance coverages shall be as follows:

1. Workers' Compensation & Employer's Liability. The Contractor shall maintain Worker's Compensation and Employer's Liability insurance during the life of this Agreement for all of the Contractor's employees engaged in work performed under this Agreement. Workers' Compensation & Employer's Liability insurance shall conform with statutory limits of $100,000 per accident, $500,000 disease aggregate, and $100,000 disease each employee, or as required by Colorado law.

2. General Liability. The Contractor shall maintain during the life of this Agreement General Liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a (broad form) basis. The amount of insurance for General Liability shall not be less than $1,000,000 combined single limits for bodily injury and property damage.

Automobile Liability. The Contractor shall maintain during the life of this Agreement Automobile Liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a (broad form) basis. The amount of insurance for Automobile Liability shall not be less than $1,000,000 combined single limits for bodily injury and property damage.

EXHIBIT G

AFFIDAVIT PURSUANT TO C.R.S. 24-76.5-103

I, _____, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

___ I am a United States citizen, or

___ I am a Permanent Resident of the United States, or

___ I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

_____ _____

Signature Date

INTERNAL USE ONLY Valid forms of identification

- ---current Colorado driver's license, minor driver's license, probationary driver's license, commercial driver's license, restricted driver's license, instruction permit
- ---current Colorado identification card
- ---U.S. military card or dependent identification card
- ---U.S. coast guard merchant mariner card
- ---Native American tribal document

The following forms of identification may be accepted through February 28, 2007*

- ---original birth certificate from any state of the United States
- ---certificate verifying naturalized status by U.S. with photo and raised seal
- ---certificate verifying U.S. citizenship by U.S. government, e.g., U.S. passport
- ---order of adoption by a U.S. court with seal of certification
- ---valid driver's license from any state of the U.S. or the Dist. of Columbia excluding AK, HI, IL, MD, MI, NE, NM, NC, OR, TN, TX, UT, VT and WI
- ---valid immigration documents demonstrating lawful presence, e.g., current foreign passport with current I-551 stamp or visa, current foreign passport with I-94, I-94 with asylum status, unexpired Resident Alien card, Permanent Resident card or Employment Authorization card

*A waiver may be available where no identification exists or can be obtained due to a medical condition, homelessness, or insufficient documentation to receive a Colorado I.D. or driver's license. Contact your department director.

ORDINANCE NO. 144, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE ONE-YEAR EXTENSION OF THE CONTRACT WITH VINCE BUELK FOR PROFESSIONAL GOLF SERVICES AT COLLINDALE GOLF COURSE

A. The Purchasing Agent and Golf Manager have determined that Vince Buelk, the current contractor, providing golf professional services at Collindale Golf Course, has performed these services well and to the satisfaction of the City and the public under the existing Golf Professional Services Agreement (the "Agreement").

B. The Purchasing Agent and Golf Manager have further determined that to continue with the delivery of high-quality golf professional services to the public at Collindale Golf Course, the extension of the Agreement for one additional year, without a new competitive process for such services, is advisable and would maintain the continuity and provide golf professional stability in the delivery of those services.

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

D. The City originally awarded the contract for Collindale golf professional services to Dale Smigelsky, under a competitive sealed proposal in January 2017, for a five-year contract.

E. In late 2018, the City and the Golf Board approved a request from Dale Smigelsky to assign the contract to Vince Buelk, as permitted by the terms of the Agreement.

F. City Council extended that Agreement by ordinance for an additional five years, as set forth in Ordinance No. 110, 2021. Therefore, the current Agreement with Vince Buelk is set to expire on January 31, 2027.

G. The present Agreement with Vince Buelk contemplates extension subject to the golf professional's satisfactory performance, negotiation of an extension, and City Council approval by ordinance.

H. The Purchasing Agent and Golf Manager drafted an updated Agreement with similar terms and obligations between the City and Mr. Buelk to provide these golf professional services at Collindale Golf Course. These updates are necessary to comply with City's current standard agreement terms.

I. Extending the existing Agreement with Vince Buelk would also give City staff time to assess potential organizational structure changes before entering into a new five-year agreement.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that the City Council hereby authorizes the extension of the Agreement between the City and Vince Buelk for Golf Professional Services at Collindale Golf Course for a one-year term beginning February 1, 2027, pursuant to Section 8-186(a) of the City Code.

Introduced, considered favorably on first reading on October 20, 2026, and approved on second reading for final passage on November 3, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: November 13, 2026
Approving Attorney: Holly Coulehan

Exhibit: None

ORDINANCE NO. 145, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE ONE-YEAR EXTENSION OF THE
CONTRACT WITH DMAC GOLF, LLC FOR PROFESSIONAL
GOLF SERVICES AT SOUTHRIDGE GOLF COURSE

A. The Purchasing Agent and Golf Manager have determined that DMAC Golf, LLC, ("DMAC Golf") the current contractor, providing golf professional services at Southridge Golf Course, has performed these services well and to the satisfaction of the City and the public under the existing Golf Professional Services Agreement (the "Agreement").

B. The Purchasing Agent and Golf Manager have further determined that to continue with the delivery of high-quality golf professional services to the public at Southridge Golf Course, the extension of the Agreement for one additional year, without a new competitive process for such services, is advisable and would maintain the continuity and provide golf professional stability in the delivery of those services.

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

D. The City originally awarded the contract for Southridge golf professional services to DMAC Golf, under a competitive sealed proposal in January 2017, for a five-year contract.

E. City Council extended that Agreement by ordinance for an additional five years, as set forth in Ordinance No. 111, 2021. Therefore, the current Agreement with DMAC Golf is set to expire on January 31, 2027.

F. The present Agreement with DMAC Golf contemplates extension subject to the golf professional's satisfactory performance, negotiation of an extension, and City Council approval by ordinance.

G. The Purchasing Agent and Golf Manager drafted an updated Agreement with similar terms and obligations between the City and DMAC Golf to provide these golf professional services at Southridge Golf Course. These updates are necessary to comply with City's current standard agreement terms.

H. Extending the existing Agreement with DMAC Golf would also give City staff time to assess potential organizational structure changes before entering into a new five-year agreement.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that the City Council hereby authorizes the extension of the Agreement between the City and DMAC Golf, LLC for Golf Professional Services at Southridge Golf Course for a one-year term beginning February 1, 2027, pursuant to Section 8-186(a) of the City Code.

Introduced, considered favorably on first reading on October 20, 2026, and approved on second reading for final passage on November 3, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: November 13, 2026
Approving Attorney: Holly Coulehan

Exhibit: None

File Attachments for Item:

15. First Reading of Ordinance No. 146, 2026, Authorizing the Extension of the Contract Term with Felsburg Holt and Ullevig, Inc., for the West Elizabeth Corridor Concept Design Project for Up to Five Additional Years.

The purpose of this item is to seek authorization to extend the contract term with Felsburg Holt and Ullevig Inc., for the West Elizabeth Corridor Concept Design Project for up to five (5) additional years from the end of the current term which ends on December 31, 2026.

October 20, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Adam Hill, Purchasing
Spencer Smith, Special Projects Engineer

SUBJECT

First Reading of Ordinance No. 146, 2026, Authorizing the Extension of the Contract Term with Felsburg Holt and Ullevig, Inc., for the West Elizabeth Corridor Concept Design Project for Up to Five Additional Years.

EXECUTIVE SUMMARY

The purpose of this item is to seek authorization to extend the contract term with Felsburg Holt and Ullevig Inc., for the West Elizabeth Corridor Concept Design Project for up to five (5) additional years from the end of the current term which ends on December 31, 2026.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The West Elizabeth travel corridor is currently the highest priority pedestrian/alternative mode corridor for improvement in the City and was highlighted in City Plan and the Transit Master Plan. The West Elizabeth Corridor Concept Design Project (the "Project") is intended to address needed improvements and also aligns with the City's Strategic Plan goals for Transportation and Mobility, Vision Zero Plan, and Active Modes Plan. The Project envisions multimodal improvements along the West Elizabeth Street corridor from Overland Trail to the Colorado State University ("CSU") Transit Center with connection to the Transfort MAX Laurel Station, and including a segment of West Plum Street. The Project scope includes the Foothills Transit Station to increase connectivity with the CSU Foothills Campus, a protected roundabout at the intersection of Overland Trail and West Elizabeth Street, detached sidewalks, protected bike lanes, protected intersection improvements, and Bus Rapid Transit service.

After completing a competitive purchasing process, on January 1, 2021, the City executed a Professional Services Agreement with Felsburg, Holt and Ullevig, Inc. ("FHU"), and issued the first work order in February 2021 for the thirty percent (30%) design of the Project. The City issued an extension to this work order for FHU to finalize the 30% design and provide grant support to assist the City with a federal construction grant application. In the interest of project continuity and efficiency, in August 2023, the City chose to issue a second work order to FHU for final design of the Project. The City has issued the allowable number of one-year contract renewals and one extension under the original contract to allow FHU to complete the 30% design and progress toward final design. The design team is now requesting this up to five (5) year contract extension from the end of the current contract term to allow FHU to take the Foothills Transit Station and roundabout portion of the Project, along with the West Plum Street segment (between

Shields Street and Meridian Avenue) to one hundred percent (100%) design. Each future renewal term of the contract will be in one (1) year increments.

The design of the Project was not completed within the original allotment of five (5) years, plus one (1) additional year authorized under City Code Section 8-186(a)(4) due to Project scope and routing revisions, as well as pauses in the design while the City and consultant team navigated construction funding challenges and evaluated alternatives options to move the Project forward. Ultimately, the City has decided that proceeding with final design of portions of the Project will potentially provide more opportunities to secure construction funding and build out the Project in phases. The City plans to issue two new work orders under the original Professional Services Agreement (if this contract extension is approved) to FHU for finalization of the design of the Foothills Transit Station and roundabout and the West Plum Street segment. The Foothills Transit Station and roundabout portion of the Project is currently at ninety percent (90%) design, while the West Plum Street segment of the corridor is at sixty percent (60%) design. Neither portion of the Project is currently funded for construction. Completion of the design for these portions of the Project will help the City move forward with identifying a funding source for construction and installation of these portions of the overall Project.

CITY FINANCIAL IMPACTS

The proposed ordinance will extend the existing design contract and does not require additional funding appropriation. The design funds have previously been appropriated.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

- Bicycle Advisory Committee
- Commission on Disabilities
- Transportation Board
- Parks and Recreation Advisory Board

PUBLIC OUTREACH

Staff has worked closely with the design consultant team and CSU to develop a Public Engagement Plan for the Project. The team has performed public outreach at many events and in varying formats, including online surveys, Bike to Work Day and Bike to Breakfast events, Transportation Project Fairs, Open Streets, neighborhood meetings, and presentations to CSU student government and other campus groups. A Project website is periodically updated with Project information and upcoming milestones.

ATTACHMENTS

1. Foothills Transit Station and Roundabout – Vicinity Map
2. West Plum Street – Shields Street to Meridian Avenue – Vicinity Map
3. FHU Contract Extension Memorandum
4. Ordinance No. 146, 2026

LARIMER COUNTY
Enterprise GIS

Foothills Transit Station and Roundabout



Legend

- Railroads
- Major Road System
- Road System
- Lakes and Ponds
- Major Rivers and Streams
- PLSS Township and Range
- PLSS Sections
- PLSS Quarter Sections
- City or Town
- County
- Red: Band_1
- Green: Band_2
- Blue: Band_3

Notes

0.0 0 0.0 Miles

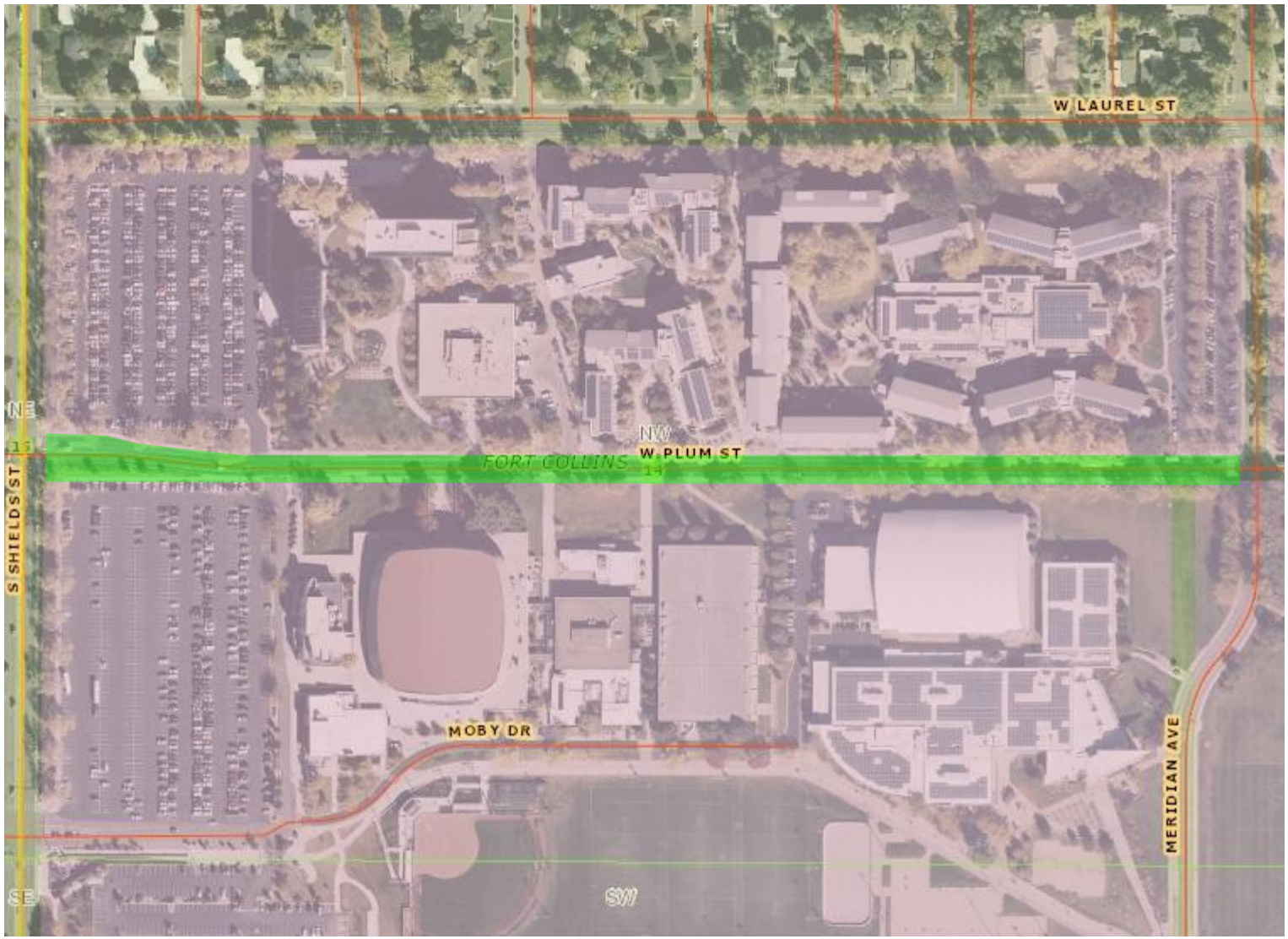
Date Prepared: 10/5/2026 9:05:12 AM

Scale
1: 2,400

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LARIMER COUNTY
Enterprise GIS

W. Plum St. (S. Shields St. - Meridian Ave.)



Legend

- Railroads
- Major Road System
- Road System
- Lakes and Ponds
- Major Rivers and Streams
- Rivers and Streams
- County Boundary
- Rocky Mountain National Park
- Incorporated Areas
- PLSS Township and Range
- PLSS Sections
- PLSS Quarter Sections
- City or Town
- County
- State
- Federal
- Other
- Leta_2025_mosaic
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  - Green: Band_2
  - Blue: Band_3

Notes

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Date Prepared: 10/5/2026 9:08:09 AM 1: 3,499

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Financial Services
Purchasing Division
215 N. Mason St. 2nd Floor
PO Box 580
Fort Collins, CO 80522

970.221.6775
970.221.6707- fax
fcgov.com/purchasing

MEMORANDUM

DATE:

TO: Kelly DiMartino, City Manager

THROUGH: Gerry Paul, Purchasing Director

FROM: Spencer M. Smith, Special Projects Engineer SMS

RE: Recommendation to Extend Contract Term with Felsburg, Holt and Ullevig, Inc. for the West Elizabeth Corridor Concept Design for a Period of up to Five (5) Additional Years

Executive Summary
The purpose of this memo is to request approval to request Council's authorization by ordinance to extend the contract term with Felsburg, Holt and Ullevig, Inc. ("FHU) for the West Elizabeth Corridor Concept Design for a period of up to five (5) additional years.

Code Requirement
City Code Section 8-186(a) states that no contract for services or professional services, including all renewals, shall be made by the City for a period longer than five (5) years, unless authorized by ordinance, which ordinance shall not be passed as an emergency ordinance.

Background
The West Elizabeth travel corridor is currently the highest priority pedestrian/alternative mode corridor for improvement in the City and was highlighted in City Plan and the Transit Master Plan. The Project also aligns with the City's Strategic Plan goals for Transportation and Mobility, Vision Zero Plan and the Active Modes Plan. The Project envisions multimodal improvements along the West Elizabeth Street and West Plum Street corridor from Overland Trail to the Colorado State University ("CSU") Transit Center with connection to the Transfort MAX Laurel Station. The Project scope includes the Foothills Transit Station to increase connectivity with the CSU Foothills Campus, a protected roundabout at the intersection of Overland Trail and West Elizabeth Street, detached sidewalks, protected bike lanes, protected intersection improvements, and Bus Rapid Transit service.

After completing a competitive purchasing process, the City awarded a Professional Services Agreement Work Order (WO #1) Type to FHU in February 2021 for the thirty percent (30%) design of the West Elizabeth Corridor Concept Design. The City issued an extension to WO #1 for FHU to finalize the 30% design and provide grant support to assist the City with a federal construction grant application. In the interest of project continuity and efficiency, the City chose to issue a second work order (WO #2) to FHU for final design of the Project. The City has issued the allowable number of one-year contract extensions under the original contract to allow FHU to complete the 30% design and progress through final design. The design team is now requesting this contract extension to allow FHU to take the Foothills Transit Station and roundabout portion

of the Project, along with the West Plum Street segment (from Shields Street to Meridian Avenue) segment to one hundred percent (100%) design.
The design of the Project was not completed within the five (5) year period of the original Professional Services Agreement due to Project scope and routing revisions, as well as pauses in the design while the City and consultant team navigated construction funding challenges and evaluated alternatives options to move the Project forward. Ultimately, the City has decided that proceeding with final design of portions of the Project will potentially provide more opportunities to secure construction funding and build out the Project in phases. The City plans to issue two new work orders under the original Professional Services Agreement (if this contract extension is approved) to FHU for finalization of the design of the Foothills Transit Station and roundabout and the West Plum Street corridor segment. The Foothills Transit Station and roundabout portion of the Project is currently at ninety percent (90%) design, while the West Plum Street segment of the corridor is at sixty percent (60%) design. Neither portion of the Project is currently funded for construction. Completion of the design for these portions of the Project will help the City move forward with identifying a funding source for construction and installation of these portions of the overall Project.

Exception Justification
It is in the best interest of the City, to extend the contract with FHU to complete the West Elizabeth Corridor Concept Design because significant progress has been made by the consultant team. Keeping the same design team on the project to finalize these portions of the corridor is more efficient and will provide continuity in the design. If the existing contract is not renewed, the City would have to complete another competitive purchasing process for a new contract, which would add significant delay to the design completion.

Financial Impact
The proposed ordinance will extend the existing design contract and does not require additional funding appropriation. The design funds have previously been appropriated.

Recommendation
Recommend approval to request Council's authorization by ordinance to extend the contract term with FHU for the West Elizabeth Corridor Concept Design for a period of up to five (5) additional years.

ORDINANCE NO. 146, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE EXTENSION OF THE CONTRACT TERM
WITH FELSBURG HOLT AND ULLEVIG, INC., FOR THE WEST
ELIZABETH CORRIDOR CONCEPT DESIGN PROJECT FOR UP
TO FIVE ADDITIONAL YEARS

A. The City has identified the West Elizabeth Street travel corridor as the highest priority pedestrian and alternative travel mode area for improvement in the City as highlighted in City Plan and the Transit Master Plan. The West Elizabeth Corridor Concept Design Project (the "Project") addresses needed improvements along the West Elizabeth Corridor and focuses on improving transit and fostering existing business, future infill, and redevelopment to accommodate the growing number and diversity of users in the corridor.

B. One of the main visions for the West Elizabeth Corridor is to be an easily accessible and reliable enhanced multimodal corridor with an emphasis on connectivity between the Colorado State University ("CSU") Foothills Campus to the west and CSU's Main Campus to the east. To accomplish this vision, the Project scope includes a Foothills Transit Station to increase connectivity with the CSU Foothills Campus, a protected roundabout at the intersection of Overland Trail and West Elizabeth Street, detached sidewalks, protected bike lanes, protected intersection improvements, and Bus Rapid Transit service.

C. In January 2021, the City completed a competitive purchasing process and awarded a professional services agreement ("Contract") to Felsburg Holt and Ullevig, Inc., ("FHU"), for the design of the Project. The City issued a first work order for FHU for the thirty percent (30%) design of the Project and to assist the City with a federal construction grant application. In August 2023, the City chose to issue a second work order to FHU for final design of the Project.

D. The Contract and work orders covered two important portions of the Project: the Foothills Transit Station and protected roundabout at the intersection of Overland Trail and West Elizabeth Street and multimodal improvements along West Plum Street between Shields Street and Meridian Avenue. The Foothills Transit Station and roundabout is currently at ninety percent (90%) design, and the West Plum Street segment is currently at sixty percent (60%) design.

E. The Contract had a term that was renewable for five (5) years, and the City issued one additional extension of the Contract to complete the existing work orders, which extension term expires on December 31, 2026.

F. Section 8-186(a) of the City Code limits contracts for professional services, including renewals, to no longer than five (5) years unless authorized by ordinance. Code Section 8-186(a)(4) allows for master agreements with in-process work orders to be

renewed for up to a maximum of one (1) additional year if required to complete an in-process work order.

G. The final one hundred percent (100%) design of the Project was not completed within the five-year period of the Contract and its one-year extension term due to Project scope and routing revisions as well as pauses in the design while the City navigated construction funding challenges and evaluated alternative options to move the Project forward.

H. It is in the best interests of the City to extend the Contract with FHU for a period of up to five (5) additional years from the end of the current term to complete final design of the Foothills Transit Station and roundabout and the West Plum Street segment because these key portions of the full Project are nearing final design but are not currently funded for construction, and the City has decided that proceeding with final design of these portions of the Project will provide more opportunities to secure construction funding and build out the Project in phases.

I. Extending the existing Contract with FHU would ensure Project continuity and avoid the negative impacts on Project cost and schedule that would result from the time and resources required to complete a competitive purchasing process for completion of the final design.

J. There will be no financial impact for extending the existing Contract outside of already appropriated funding.

K. The City Manager has reviewed and approved the rationale and justification for this Contract extension and recommends authorization by this Ordinance to extend the Contract term with FHU for final design of the identified portions of the Project from December 31, 2026, for up to five (5) additional years.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that the Director of Purchasing is authorized to enter into an extension of the professional services agreement with Felsburg Holt and Ullevig, Inc., for up to five (5) additional years from the end of the current term.

Introduced, considered favorably on first reading on October 20, 2026, and approved on second reading for final passage on November 3, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: November 13, 2026
Approving Attorneys: Rebecca Bayetti, Assistant City Attorney
Heather N. Jarvis, Assistant City Attorney

Exhibit: None

File Attachments for Item:

16. Resolution 2026-118 Approving FoCo Creates Grant Disbursements.

The purpose of this item is to approve FoCo Creates (previously “Fort Fund”) grants from the Cultural Development and Programming Account and the Tourism Programming Account for the selected community events in the Special Event Grant – September Deadline category, based upon the recommendations of the FoCo Creates Community Grant Panel and staff.

October 20, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Solara Clark, Lead Specialist
Eileen May, Arts and Culture Director

SUBJECT

Resolution 2026-118 Approving FoCo Creates Grant Disbursements.

EXECUTIVE SUMMARY

The purpose of this item is to approve FoCo Creates (previously "Fort Fund") grants from the Cultural Development and Programming Account and the Tourism Programming Account for the selected community events in the Special Event Grant – September Deadline category, based upon the recommendations of the FoCo Creates Community Grant Panel and staff.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

The FoCo Creates grant program, established in 1989, disburses a portion of the City's lodging tax revenues, in accordance with the provisions of Section 25-244 of the City Code, where 25% of lodging tax revenues are deposited into the Cultural Development and Programming Account and 75% of revenues are deposited into the Tourism Programming Account. Local non-profit organizations and artists may apply to the FoCo Creates grant program for cultural and/or tourism event support. The FoCo Creates Community Grant Panel (the "Panel") is authorized to review grant applications based on approved guidelines and make recommendations for FoCo Creates grant disbursements to Council. There are three funding categories available: Program Support Grant (March deadline), the Artist Opportunity Grant (June deadline) and Special Event Grant (September deadline).

FoCo Creates grants support arts and cultural events to enrich the creative vitality of the community, promote local heritage and diversity, and provide opportunities for arts and cultural participation. The grants help promote Fort Collins as a creative center and tourist destination and promote the health and well-being of all residents and visitors.

September 29, 2026, September Application Review

At its September 29, 2026, funding meeting, the Panel reviewed eighteen Special Event Grant applications, totaling $115,700 requested by applicants. After discussion, the Panel scored each application using the funding criteria outlined in the FoCo Creates Grant Guidelines. The Panel determined that seventeen

applications were eligible and, further, adopted a recommendation to distribute to these eligible applicants a total of $76,000 for the 2026 Special Event Grant cycle.

The following table summarizes the Special Event Grant requests, available funds, and grant award amounts:

Grant Requests	Available Funds	Grant Awards
$115,700	$76,000	$76,000

This Resolution, if adopted by Council, would approve the Panel-recommended disbursement of $76,000, as outlined in Exhibit A to the Resolution.

CITY FINANCIAL IMPACTS

This Resolution, if adopted, will distribute $76,000 from the Cultural Development and Programming Account and Tourism Programming Account to local non-profit organizations.

Lodging tax revenues, including the amounts deposited into funds for the Special Event Grants, have already been appropriated in the 2026 budget. Therefore, this Resolution has no financial impact to the City. Each grantee organization must provide funds to match the grant amount.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The Panel and staff recommendation to Council is to distribute from the City's Cultural Development and Programming Account and Tourism Programming Account the to the programs and organizations reviewed at the September 29, 2026, meeting of the Panel, determined eligible, in the amounts the Panel recommends, as further detailed on Exhibit A to the Resolution, for the 2026 Special Event Grant cycle.

PUBLIC OUTREACH

September 29, 2026, meeting of the FoCo Creates Community Grant Panel.

ATTACHMENTS / LINKS

1. FoCo Creates Community Grant Panel Minutes, September 29, 2026
2. Resolution 2026-118

FoCo Creates Special Event Funding Meeting

Meeting Information

> Date: September 29, 2026. 3:00 PM
> Location: Online Public Teams Meeting

Meeting Notes

Opening and Introductions

- Solara Clark, FoCo Creates Grant Program Administrator, facilitated the funding meeting.
- Reesa Cornwall, FoCo Creates Grant Program Administrative Assistant, attended and was introduced to the panel.
- Participants present included:
    - Zora Beglarian
    - Julia Cooper-Pelkey
    - Kim Graves
    - Carol Ann Hixon
    - Zoe Parham
    - David Pyle
    - Jessica Roschen

Purpose and Formalities of the Meeting

- The purpose of the meeting is to conduct a required public review of funding results for the City of Fort Collins, FoCo Creates Grant Program.
- The panel will review scores and discuss potential funding shifts, which could involve dropping applications below a certain score threshold to reallocate money.
- The panel's decision will form the basis of a staff recommendation to the City Council.
- The meeting is recorded for official minutes, and panel members with recusals (conflicts of interest) must not participate in discussions about those specific organizations.

Feedback on the Grant Scoring Process

- Panel members shared initial thoughts on the grant review process. Several found the applications to be of high quality and enjoyed learning about new projects in Fort Collins.
- **Process Feedback:**
    - The group expressed appreciation for the shorter grant application format.
    - Reviewers felt they still had enough information to make informed recommendations despite reduced length.
    - Carol Ann Hixon noted the wide diversity of applications and appreciated reviewing familiar organizations along with new applicants.

Review of Grant Funding Options and Scenarios

- The panel reviewed a spreadsheet detailing funding results, where scores determine the percentage of requested funding an organization receives. Due to budget limitations, the final funding amount is adjusted downward.
- A score of 75 or higher is required to be considered for funding; one organization scored below this and was automatically not funded.
- Three funding scenarios were presented:
    - **Option 1 (Base Scenario):** Fund all organizations that scored 75 or higher, resulting in slightly lower individual grant amounts for everyone.
    - **Option 2 (Drop bottom three applications):** Do not fund the bottom three applicants to reallocate more money to the higher-scoring ones.
    - **Option 3 (Drop only lowest-scoring application):** Do not fund only the lowest-scoring applicant to provide a moderate funding increase to others.

Discussion and Voting on Funding Scenarios

- The group debated the options.
    - **Support for Option 1:** Advocates argued for funding as many organizations as possible to support the community, especially for new applicants and additional funds due to Canyon Concert Ballet's closure. They noted the funding increase for top-tier organizations in other scenarios was relatively small.
    - **Support for Option 2:** Others emphasized the competitive nature of the grant, arguing that maintaining a high standard would encourage stronger future applications.
    - **Support for Option 3:** Three members felt it was important to keep the grant competitive and had concerns about the Jagged Moves application.

  - There was discussion about Poudre School District Foundation's application involving licensing fees as a large portion of budget. It was clarified by a member that such fees are common and that well-known titles help attract larger audiences.
  - Concerns were raised about the Jagged Moves project's complexity versus low projected attendance and logistics while others noted the collaborative nature with farmers and natural areas and that it serves an often-ignored part of the community.
  - Zora Beglarian would like to have the question "What would you do if you were not to get this funding?" added back to the grant application to help understand how this funding would directly affect the applicants.

- **Voting and Conclusion:**
  - An initial straw poll showed a preference for Option 1 with three members being in favor of Option 3.
  - After discussion, members who had initially shown favor for Option 3 were open to supporting Option 1.
  - A final roll-call vote 6-1 confirmed the adoption of **Option 1**, which will be presented to the City Council for approval.

Closing Remarks

- **Administration:** This was the second community panel review for a city grant. Panel members will receive their payment soon. The 2027 grant panel application is open and current panel members must confirm via email whether they wish to return for the 2027 grant panel. Some current members will be rotated off the panel to stagger terms.
- **Gratitude:** Staff expressed gratitude for the panel regarding all the hard work they put into scoring and reviewing applications.

RESOLUTION 2026-118
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING FOCO CREATES GRANT DISBURSEMENTS

A. Section 25-242 of the City Code imposes a three percent tax on the price paid for lodging accommodations, which providers collect and remit to the City.

B. The FoCo Creates Grant Program ("FoCo Creates") supports projects and activities that provide arts and cultural programming to the Fort Collins community and visitors. FoCo Creates distributes lodging tax revenues deposited in the City's Cultural Development and Programming Account and the Tourism Programming Account in accordance with Code Section 25-244.

C. Local non-profit organizations may apply to FoCo Creates for cultural and tourism event support. There are three FoCo Creates funding programs available for applicants: Special Events; Program Support; and Cross-Sector Impact.

D. The Arts and Culture Department's FoCo Creates Community Grant Panel (the "Panel") reviews grant applications based on approved guidelines and make recommendations for FoCo Creates disbursements.

E. Arts and Culture Department Director and the Panel recommend funding for various proposals in the Special Events category based on the criteria and considerations set forth in the FoCo Creates Guidelines. The funding recommendations are set forth in Exhibit A, attached hereto and incorporated herein by this reference.

F. Lodging tax revenues provide a public benefit to the Fort Collins community by funding local cultural development and public programming activities, which in turn drives demand for and use of accommodations.

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

Section 1. The City Council hereby finds that the distribution of funds through the FoCo Creates program as set forth on Exhibit A will promote the cultural and economic health of the community and in doing so will serve a recognized and valuable public purpose.

Section 2. Funds in the amount of Fifty-Seven Thousand Seven Hundred Seventy-Nine Dollars ($57,779) from the City's Cultural Development and Programming Account and Eighteen Thousand Two Hundred Twenty-One Dollars ($18,221) from the City's Tourism Programming Account are hereby approved for distribution as set forth in Exhibit A.

Passed and adopted on October 20, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: October 20, 2026
Approving Attorney: Ted Hewitt

Exhibit: Exhibit A – FoCo Creates Grant Disbursements

FOCO CREATES GRANT PROGRAM
Special Event: September Deadline

APPLICANT	PROPOSED EVENT	FUNDING REQUESTS	Approved Funding: CULTURAL DEVELOPMENT & PROGRAMMING	Approved Funding: TOURISM PROGRAMMING	UNFUNDED BALANCE	PERCENT OF REQUEST FUNDED
Approved/Funded Applications						
3 Square Art	100 Square Inches Opening Weekend	$4,500.00	$3,127		$1,373	69%
ARCINDA	Javanese Gamelan with Dances and Puppetry (from Panji manusc	$3,900.00	$2,551		$1,349	65%
Boulder Pride dBa Rocky Mountain Equality	LGBTQ+ Winter Pride Market	$5,000.00	$3,475		$1,525	70%
Coalition for the Poudre River Watershed (Poudre RiverFest)	Poudre RiverFest	$7,500.00		$5,212	$2,288	69%
Colorado American and Chinese Professional Assocation	2027 Lunar New Year Gala	$7,500.00	$5,212		$2,288	69%
Colorado Bach Ensemble	Colorado Bach Ensemble Presents Messiah, December 2026	$7,500.00	$5,212		$2,288	69%
Colorado State University	Body/Speak 2027	$6,000.00	$4,170		$1,830	70%
Disabled Resource Services	BluesFest 2027	$5,000.00		$3,679	$1,321	74%
Foothills Unitarian Church	A Drag Christmas Spectacular	$7,500.00	$6,132		$1,368	82%
Fort Collins Read	One Book, One City	$5,000.00	$3,475		$1,525	70%
Friends of the Fort Collins Symphony	Family Concert 2027	$7,500.00	$5,212		$2,288	69%
Jagged Moves	Soiled Dance Series	$7,500.00	$4,597		$2,903	61%
Northern Colorado Intertribal Pow-wow Association, Inc.	NCIPA 33rd Annual Powwow and Art Market	$7,500.00		$6,132	$1,368	82%
Poudre School District Foundation	The Barbara Lueck Musical Theatre Intensive: Tarzan, Summer 20	$7,500.00	$4,905		$2,595	65%
Sustainable Living Association	Earth Day Fort Collins	$7,500.00	$5,212		$2,288	69%
The Peaceful Birth Foundation	2027 Production: The Vagina Monologues	$3,800.00	$2,485		$1,315	65%
Turkish American Cultural Society of Colorado	Colorado Turkish Festival	$7,500.00	$2,014	$3,198	$2,288	69%
Unfunded Applications						
In Living Colored	Voices of Freedom Youth Theater Initiative	$7,500.00	$0		$7,500	0%
Totals		**$115,700.00**	**$76,000**		**$39,700**	**66%**

Scores and funding are based on application materials and FoCo Creates Grant Program "Criteria for Funding."

File Attachments for Item:

18. First Reading of Ordinance No. 147, 2026, Establishing a Temporary Moratorium on the Acceptance or Processing of Land Use Applications, Permit Applications, and Other Applications Seeking Approval to Construct or Operate Certain Data Centers.

The purpose of this item is to implement a moratorium on any new data center as a primary use and any data center as an accessory use above 10 megawatts (“MW”), in the city of Fort Collins.

October 20, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Dean Klingner, Deputy City Manager
Ginny Sawyer, Assistant to the City Manager

SUBJECT

First Reading of Ordinance No. 147, 2026, Establishing a Temporary Moratorium on the Acceptance or Processing of Land Use Applications, Permit Applications, and Other Applications Seeking Approval to Construct or Operate Certain Data Centers.

EXECUTIVE SUMMARY

The purpose of this item is to implement a moratorium on any new data center as a primary use and any data center as an accessory use above 10 megawatts ("MW"), in the city of Fort Collins.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

Council discussed data centers at the August 25, 2026, Work Session. A follow-up item from that discussion included consideration of a moratorium. On October 6, 2026, Council adopted Resolution 2026-117 directing staff to bring forward a moratorium on October 20, 2026.

The Ordinance:

- Prohibits any new applications for data centers as defined below.
- Prohibits any new applications that include data centers as an accessory use above 10MW.
- Expires April 6, 2027, at which time staff will have presented options and Council will have approved guidelines and regulations addressing data centers.

For these purposes, data center means:

> A building, portion of a building, or site whose primary function is housing computing, storage, or network equipment that processes or transmits data for third parties or for operations not located on the premises.

Staff had originally proposed a moratorium on new data centers above 25 MW. The moratorium as written addresses and prohibits any new primary use data center while allowing for a data center as an accessory use as long as the accessory data center use requires 10 MW or less.

Future options and decision points will center around:

- Acceptable uses and clear definitions, including possible thresholds
- Acceptable use of resources including both power and water
- Community impacts and benefits
- Standards, including: setbacks, allowable zones, screening, noise regulations

Other Regional Moratoriums and Bans

Larimer County: Moratorium enacted in January 2026 and set to expire February 25, 2027.

Longmont: Permanent ban on any demand of 100Mw or more.

Weld County: Established regulations and bans data centers in agricultural zones.

Loveland: Implemented a 12-month moratorium, starting September 2026, on data centers using 10 MW or more; or Industrial scale cooling infrastructure.

Boulder County: Six-month moratorium starting in June 2026. Considerations currently allow data centers up to up to 75 kW.

Denver: One-year moratorium adopted in May 2026.

Jefferson County: Ten-month moratorium adopted May 2026. There is an exception for land already specifically zoned for data centers through a Planned Development, provided the facility is at least 1,500 feet from a dwelling.

Between now and April 6, 2027, staff will work to schedule at least one Council work session, possibly two, and aim to have a first reading of an ordinance addressing data centers on March 2, 2027.

CITY FINANCIAL IMPACTS

None.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS / LINKS

1. Work Session Materials and Summary, August 25, 2026 (copy)
2. Council Meeting Materials, October 6, 2026 (copy)
3. Presentation
4. Ordinance No. 147, 2026

Docusign Envelope ID: F12A2074-36D5-8BB6-83CA-B4DED874CBF2

Work Session Memorandum

Date: September 3, 2026
To: Mayor and City Councilmembers
Through: Kelly DiMartino, City Manager
Dean Klingner, Deputy City Manager
From: Ginny Sawyer, Assistant to the City Manager
Subject: August 25, 2026 Work Session Summary: Data Centers

The purpose of this memo is to document the summary of the Data Centers discussion during the August 25, 2026 Work Session. All Councilmembers were present.

Discussion Summary

Staff provided a high-level overview of data centers, regional activity, current status in Fort Collins, and potential next steps to define and regulate data centers/large loads.

- Overall, Councilmembers expressed a desire to proactively address potential data center development in a manner that protects resources while recognizing future innovations and technologies are unknown.
- Discussion included existing Land Use Code regulations and how the Addition of Permitted Use process works and questions regarding State and Federal projects (these would not be subject to our local regulations).
- Light and Power staff addressed questions regarding the ability to serve large customers. Current substation location and existing capacity greatly impact where larger loads could be served.
- Staff confirmed that both Utilities and Platte River Power Authority are committed and have policies that protect existing rate payers.
- Questions regarding water use and cost were also discussed.

Staff will look at moratorium/ban options for the highest megawatt uses as well as varying megawatt thresholds, development criteria, and definitions.

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Next Steps

Staff will meet and develop a timeline for specific action items and will share through a Council memo.

COPY

August 25, 2026

WORK SESSION AGENDA ITEM SUMMARY

City Council

STAFF

Dean Klingner, Deputy City Manager
Ginny Sawyer, Assistant to the City Manager

SUBJECT FOR DISCUSSION

Data Center Information and Potential Next Steps

EXECUTIVE SUMMARY

The purpose of this item is to provide information on data centers, including how they might align or not align with the Land Use Code, potential next steps, and how the Platte River Power Authority (PRPA) Large Load Policy impacts development in the region.

GENERAL DIRECTION SOUGHT AND SPECIFIC QUESTIONS TO BE ANSWERED

1. What questions do Councilmembers have on any information provided?

2. What feedback do Councilmembers have on proposed next steps?

BACKGROUND / DISCUSSION

Data Centers

The development of data centers to support Artificial Intelligence (AI) and cloud computing infrastructure is an emerging topic nationwide. Data centers are facilities that house servers, storage, and networking equipment to process, store, and transmit digital information for users and other systems. A data center facility encompasses not only digital infrastructure, but also supporting physical structures, including cooling structures, power and backup power generation facilities, energy transmission structures, stormwater facilities, offices, and parking. Data centers can be phased, meaning the full build out occurs across multiple phases over time.

Larimer County initiated a policy effort around data centers earlier in 2026 and these materials draw heavily from work done to date. City staff have been working closely with County staff throughout the process to ensure consistency and avoid duplicative work.

Data centers range in scale and type. There are smaller-scale data centers, which currently exist in Fort Collins, that support innovation, job creation, and regional competition and there are “hyperscale” data centers that can demand over 100 megawatts (MW) of power. For reference, Fort Collins’ peak demand is about 325 MW on a hot day.

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In the Data Center Planning Framework report (draft attached) the following types of data centers are identified:

Type	Use	Capacity (MW)	Layout	Other Names
Edge	Telecom/IT, IoT	0.05 - 1.0	Outdoor Enclosures with 1-10 Server Racks	"Micro"
Enterprise	Bank, Hospital, Federal Gov, Other Private Data	1.0 - 10	Regional Offices, Server Rooms	"On-Prem"
Colocation	Owner Leases space for multiple tenants, Private Cloud, Large Websites	5 - 50+	Larger Industrial, converted Office/Telcom Buildings	"Managed"
Hyperscaler	Public Cloud Service Providers (AWS, Google Cloud, Oracle, IBM, Meta)	10 - 100+	Large Campuses	"Public Cloud"
AI Factories	Training and Hosting LLMs/Foundation Models	20 - 1000+	Typically Large Campuses, often more remote locations	"AI Clusters" Often owned by Hyperscalers

For additional context, Fort Collins currently has a small number of customers that use between 12-25MW.

Current State

The Land Use Code does not define data center as a use. If the City were to receive an application today, the Addition of Permitted Use (APU) process would be utilized. With any development application, the City must determine if the electric and water needs of the application can be met and determine the process by which the applicant can meet the requirements (i.e. bringing money or water rights.)

Larger data center developments are currently clustering where land is more readily available and incentives are being offered. It is unlikely that Fort Collins would see an application for anything larger than a Colocation-type facility.

Staff recommends the creation and adoption of clear definitions, and appropriate processes, regulations, and review criteria. Creating a framework that meets the needs and desires of Fort Collins while being informed by Larimer County, PRPA, and partner communities will provide needed clarity and support the region as a whole.

It is also likely that data center related bills will be introduced during the 2027 state legislative session and having a framework in place for addressing potential facilities locally will help guide any needed response. In 2026, proposed bills ranged from incentivizing to banning.

Other Communities

As mentioned, Larimer County has initiated policy work, and they are under a moratorium until February 2027 to provide time to create their framework. They have proposed the following definition along with potential thresholds for consideration:

Data Center

A facility consisting of one or more buildings (whether constructed simultaneously or in separate phases) used primarily for the storage, management, processing, and transmission of digital data, which houses

computer or network equipment, systems, servers, appliances, and other associated components related to digital data storage and operations. A data center may include associated ancillary structures, including, but not limited to, offices, security buildings, cooling water structures, and backup power systems. Data center includes commercial cryptocurrency mining operations and processing.

- Small data center <5MW
- Large data center >5MW to 25MW
- Very Large data center >25 MW

Longmont has also initiated policy work and approved an ordinance on June 9, 2026, that:

- Bans hyperscale data center facilities as an allowed land use in Longmont. A hyperscale facility would be defined as a data center that has projected or contracted peak electrical demand of 100 megawatts(MW) or 5% of the Platte River Power Authority's nameplate capacity, whichever is lower, whether at initial operation or through phased load expansion.
- Creates Use-Specific Standards for Smaller, Light Industrial Data Center Facilities
    - Such use-specific standards would include, but are not limited to, power usage effectiveness (or a similar energy efficiency metric), water consumption to not exceed already allocated water rights for existing property uses, water efficiency, cooling systems, noise, and lighting.
- These standards would apply to colocation, enterprise, and/or edge-type computing facilities or public, emergency, or critical infrastructure computing facilities with a nameplate capacity under 100 MW in Primary Employment zoned areas only.

Power & Water

Fort Collins has strong policies and practices in place to protect both resources and rate payers. The PRPA Board adopted a large load policy that supports responsible energy growth and equity among the partner communities. This includes ensuring that any new large loads “pay their own way” to minimize risk transfer through requirements for infrastructure investment, formal agreements, financial security, and process checkpoints.

PRPA defines “Large Load” as customers requiring more than 10 MW with the following considerations:

	NORMAL LOAD	LARGE LOAD < 10MW
Growth Rate	Gradual	All at Once
Location	Decentralized	Single Location
Planning Time	Years	Months
Exit Risk	Very Low	Moderate

By PRPA definitions, the City already has large load customers. Depending on the type of customer and the number and type of associated job creation, the City could be interested in having additional large load businesses in the future.

Water demands of data centers and large load businesses are an important consideration. The City has extensive water management plans and policies designed protect the resource and the ratepayer. In looking at the highest use allotments among the top users the bulk of those customers are using between 5-10M gallons annually.

When high-use applicants (electric or water) come to the City, determinations on ability and cost to serve are made through the development process (or before).

NEXT STEPS

Staff recommends moving forward on a framework addressing data center development, including:

- Create definitions and thresholds for acceptable uses.
- Consider additional regulatory requirements.
- Continue to partner and participate in regional conversations.

ATTACHMENTS / LINKS

1. Larimer County Draft Report
2. Presentation

COPY

October 6, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Dean Klingner, Deputy City Manager
Ginny Sawyer, Assistant to the City Manager

SUBJECT

Resolution 2026-117 Directing City Staff to Present a Temporary Moratorium on Data Centers to Council on October 20, 2026, and to not Accept Any Development Applications or Applications for Other Permits for Covered Data Centers.

EXECUTIVE SUMMARY

The purpose of this item is to provide clear direction and intent regarding a proposed moratorium on data centers in the city of Fort Collins which will be brought forward on October 20, 2026.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

Council discussed data centers at the August 25, 2026, Work Session. A follow-up item from that discussion included consideration of a moratorium. This Resolution clarifies that data centers are currently not an allowed use within the city, and that a 6-month moratorium will allow time for staff to further research data centers and to formulate data center regulations for Council consideration.

The Resolution directs staff to bring forward a moratorium for Council consideration on October 20, 2026, and directs staff not to accept any development applications or applications for permits of any type related to the development or operation of a data center as a primary use within the City, until permitted under Council's action on data centers.

Data centers that are accessory to another primary use, and that require more than 10 megawatts of power would also fall under the proposed moratorium.

For these purposes, data center means:

> A facility consisting of one or more buildings (whether constructed simultaneously or in separate phases) used primarily for the storage, management, processing, and transmission of digital data, which houses computer or network equipment, systems, servers, appliances, and other associated components related to digital data storage and operations. A data center may include associated ancillary structures, including, but not limited to, offices, security buildings, cooling water structures, and/or backup power systems. Data center includes commercial cryptocurrency mining operations and processing.

COPY

CITY FINANCIAL IMPACTS

None.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS / LINKS

1. August 25, 2026, Work Session Summary
2. Resolution 2026-117

COPY

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Work Session Memorandum

Date: September 3, 2026
To: Mayor and City Councilmembers
Through: Kelly DiMartino, City Manager
Dean Klingner, Deputy City Manager
From: Ginny Sawyer, Assistant to the City Manager
Subject: August 25, 2026 Work Session Summary: Data Centers

The purpose of this memo is to document the summary of the Data Centers discussion during the August 25, 2026 Work Session. All Councilmembers were present.

Discussion Summary

Staff provided a high-level overview of data centers, regional activity, current status in Fort Collins, and potential next steps to define and regulate data centers/large loads.

- Overall, Councilmembers expressed a desire to proactively address potential data center development in a manner that protects resources while recognizing future innovations and technologies are unknown.
- Discussion included existing Land Use Code regulations and how the Addition of Permitted Use process works and questions regarding State and Federal projects (these would not be subject to our local regulations).
- Light and Power staff addressed questions regarding the ability to serve large customers. Current substation location and existing capacity greatly impact where larger loads could be served.
- Staff confirmed that both Utilities and Platte River Power Authority are committed and have policies that protect existing rate payers.
- Questions regarding water use and cost were also discussed.

Staff will look at moratorium/ban options for the highest megawatt uses as well as varying megawatt thresholds, development criteria, and definitions.

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Next Steps

Staff will meet and develop a timeline for specific action items and will share through a Council memo.

COPY

RESOLUTION 2026-117
OF THE COUNCIL OF THE CITY OF FORT COLLINS
DIRECTING CITY STAFF TO PRESENT A TEMPORARY
MORATORIUM ON DATA CENTERS TO COUNCIL ON
OCTOBER 20, 2026, AND TO NOT ACCEPT ANY
DEVELOPMENT APPLICATIONS OR APPLICATIONS FOR
OTHER PERMITS FOR COVERED DATA CENTERS

A. Large data centers have raised concerns nationwide regarding water and electricity consumption and utility rate increases, environmental and compatibility issues such as noise, light, and heat, and the appropriate use of land.

B. Since August 2026, City staff has been researching data centers and preparing a temporary moratorium for Council consideration.

C. Data centers are currently not an allowed primary use within the city, and the Land Use Code does not contain data centers regulations.

D. The moratorium will allow time for City staff to further research data centers and to formulate data center regulations for Council consideration.

E. Staff will be proposing a six month moratorium on the acceptance of any applications for development or for any permit for the following data centers (the "Covered Data Centers"): (1) data centers as a primary use; and (2) data centers that are accessory to a primary use and with a proposed peak electrical demand of more than 10 MW.

F. The proposed moratorium is subject to Council review and revision, including whether the peak electrical demand should be adjusted or other criteria for inclusion in the moratorium should be added.

G. Due to the pending nature of the moratorium ordinance and the concerns raised by data centers, Council directs City staff to present the moratorium for Council consideration at the next regular Council meeting on October 20, 2026.

H. Further, until Council determines the appropriate thresholds for inclusion in the moratorium, Council directs City staff to not accept any development applications or applications for permits of any type related to the Covered Data Centers.

I. Council intends that the moratorium when adopted will take effect retroactively from the date of adoption of this Resolution.

J. Council finds that this Resolution is necessary to protect the health, safety, and welfare of the residents of the City of Fort Collins.

COPY

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

Section 1. City staff is directed to present the temporary moratorium on data centers for Council consideration on October 20, 2026.

Section 2. Until the moratorium goes into effect, City staff is directed not to accept any development applications or applications for permits of any type related to the Covered Data Centers with the term data center as defined in Section 3 below.

Section 3. Data center as used in this Resolution means:

A facility consisting of one or more buildings (whether constructed simultaneously or in separate phases) used primarily for the storage, management, processing, and transmission of digital data, which houses computer or network equipment, systems, servers, appliances, and other associated components related to digital data storage and operations. A data center may include associated ancillary structures, including, but not limited to, offices, security buildings, cooling water structures, and/or backup power systems. Data center includes commercial cryptocurrency mining operations and processing.

Passed and adopted on October 6, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: October 6, 2026
Approving Attorney: Brad Yatabe

Exhibit: None

COPY

October 20, 2026

Data Center Moratorium

Dean Klingner, Deputy City Manager
Ginny Sawyer, Assistant to the City Manager



Proposed Ordinance

- Prohibits any NEW data centers as a primary use
- Prohibits a data center as an accessory use if greater than 10MW (see exempt examples*)
- In effect until April 6, 2027
- Utilizes the following definition:
  - *A building, portion of a building, or site whose primary function is housing computing, storage, or network equipment that processes or transmits data for third parties or for operations not located on the premises.*

Examples that be exempt if 10MW or under *

- Server rooms serving only the on-site principal use, below the threshold
- Offices, labs, healthcare, schools, financial and retail operations, and call centers
- Telecom and broadband network facilities, utility control rooms, and public safety dispatch
- Manufacturing and research uses whose computing supports on-site operations

Background Info

Data Centers

- Have existed and currently operate within the City.
- Typically house servers, networking, and storage apparatus.
- A full facility includes power infrastructure, backup power systems, cooling equipment and structures, stormwater facilities, offices, and security buildings.
- Include varying types and scale:
  - Edge to AI Factories: 1-1000 megawatts
- Can have significant impacts on local infrastructure and resources.



Next Steps

- Council Work Session (1-2) between December – February
- Target March 2, 2027 for first reading of proposed regulations

Options & Decision Points to include:

- Acceptable uses and clear definitions, including possible thresholds
- Acceptable use/limitations of resources including both power and water
- Community impacts and benefits
- Standards, including setbacks, allowable zones, screening, noise regulations

City of Fort Collins

Questions?

ORDINANCE NO. 147, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS ESTABLISHING A TEMPORARY MORATORIUM ON THE ACCEPTANCE OR PROCESSING OF LAND USE APPLICATIONS, PERMIT APPLICATIONS, AND OTHER APPLICATIONS SEEKING APPROVAL TO CONSTRUCT OR OPERATE CERTAIN DATA CENTERS

A. Data centers that store, process, and distribute digital information are constructed in a variety of sizes and capacities depending upon the intended usage and are an important component of the modern connected society and economy.

B. Large data centers associated with the provision of computing services such as artificial intelligence and cloud computing are experiencing a nationwide construction boom.

C. Large data centers require large amounts of land, electricity, and water and operate 24 hours a day, 7 days a week.

D. Large data centers have raised concerns nationwide regarding water and electricity consumption and utility rate increases, environmental and compatibility issues such as noise, light, and heat, and the appropriate use of land.

E. The Fort Collins Land Use Code does not allow data centers as a principal use and does not contain data center regulations.

F. Since August 2026, City staff has been researching data centers and preparing this temporary moratorium for City Council consideration.

G. On October 6, 2026, City Council adopted Resolution 2026-117 directing staff to present the moratorium set forth in this Ordinance on October 20, 2026, and to not accept development applications or applications for permits of any type for data centers as a principal use and certain data centers proposed as an accessory use.

H. In light of the potential benefits and negative impacts of allowing data centers within the City, City Council desires to adopt a temporary moratorium on certain data centers to allow time for City staff to draft proposed Land Use Code changes and any necessary changes to other applicable regulatory documents regarding data centers for City Council consideration.

I. City Council finds that the adoption of a temporary moratorium is necessary to protect the health, safety, and welfare of the residents of Fort Collins.

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

Section 1. City Council imposes a moratorium effective retroactively from October 6, 2026, the date of adoption of Resolution 2026-117, and running until the end of day April 6, 2027, on the acceptance or processing of land use applications, permit applications, or any other applications to allow data centers as defined in Section 2 as either (1) a principal use; or (2) data centers as an accessory use with a proposed peak electrical demand of more than 10 MW.

Section 2. The definition of data center for purposes of this Ordinance is as follows:

> A building, portion of a building, or site whose primary function is housing computing, storage, or network equipment that processes or transmits data for third parties or for operations not located on the premises.

Section 3. This Ordinance shall control over any conflicting ordinance of the City but only to the extent of the conflict.

Introduced, considered favorably on first reading on October 20, 2026, and approved on second reading for final passage on November 3, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: November 13, 2026
Approving Attorney: Brad Yatabe

Exhibit: None

File Attachments for Item:

19. Items Related to Water Storage for the City Water Utility.

A. Resolution 2026-119 Authorizing the City Manager to Withdraw the Application to the U.S. Army Corp of Engineers for a Permit Under Section 404 of the Clean Water Act for the Halligan Water Supply Project.

B. Resolution 2026-120 Authorizing the City Manager to Execute Agreements with the Northern Integrated Supply Project Water Activity Enterprise for the City to Become a Participant in the Northern Integrated Supply Project and to Store Water Attributable to Some of the City's Own Water Rights in Glade Reservoir.

C. First Reading of Ordinance No. 148, 2026, Transferring Unexpended and Unencumbered Appropriation of the Halligan Capital Project to the Water Fund Operating (Lapsing) Budget for Participation in the NISP Twenty-Second Interim Agreement and Payment of Additional Participation Analysis Expenses Incurred by the Northern Colorado Water Conservancy District.

The purpose of this item is to authorize the City Manager to withdraw the application to the U.S. Army Corp of Engineers, execute agreements with the Northern Integrated Supply Project Water Activity Enterprise, and to transfer an appropriation. The City has been working since the late 1980s to enlarge Halligan Reservoir, previously owned by the North Poudre Irrigation Company ("NPIC"), to meet the City's needs for additional water supply and storage. The City began seeking regulatory approval with the U.S. Army Corps of Engineers ("Corps") in 2006 to enlarge Halligan Reservoir as part of the Halligan Water Supply Project ("Halligan Project"). Throughout, City staff continued to evaluate water storage alternatives on a variety of factors (cost, supply impacts, water quality impacts, environmental impacts) as regulatory landscape, costs, and opportunities evolved.

In light of developments over the last 18 months, including the availability of allotment units in the Northern Integrated Supply Project ("NISP"), updated project and operating costs, and significant permitting uncertainties for the Halligan Reservoir project, the City's participation in NISP appears more certain than the enlargement of Halligan Reservoir through the Halligan Project. Participation in NISP is projected to result in lower overall rate increases, and, depending on the level of participation, may provide additional storage to help with longer-term City goals including climate adaptation, housing, and economic development.

Staff has been working with the Northern Colorado Water Conservancy District ("Northern") to understand the impacts of joining NISP and negotiate potential participation. Key to this evaluation, and the associated cost benefits to the City, is the ability to bring City water rights to the project. Through this effort, agreements have been drafted that allow the City to buy into NISP with the ability to store water attributable to some of the City's own water in Glade Reservoir.

To pursue these agreements in earnest, staff believes it is also necessary to notify the Corps of the City's intention to join NISP and subsequently withdraw the application to the Corps for a permit under Section 404 of the Clean Water Act for the Halligan Project.

October 20, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Nicole Poncelet-Johnson, One Water Executive Director
Joe Wimmer, Utilities Finance Director
Darren Parker, Halligan Project Manager

SUBJECT

Items Related to Water Storage for the City Water Utility.

EXECUTIVE SUMMARY

A. Resolution 2026-119 Authorizing the City Manager to Withdraw the Application to the U.S. Army Corp of Engineers for a Permit Under Section 404 of the Clean Water Act for the Halligan Water Supply Project.

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In light of developments over the last 18 months, including the availability of allotment units in the Northern Integrated Supply Project ("NISP"), updated project and operating costs, and significant permitting uncertainties for the Halligan Reservoir project, the City's participation in NISP appears more certain than the enlargement of Halligan Reservoir through the Halligan Project. Participation in NISP is projected to result in lower overall rate increases, and, depending on the level of participation, may provide additional storage to help with longer-term City goals including climate adaptation, housing, and economic development.

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To pursue these agreements in earnest, staff believes it is also necessary to notify the Corps of the City's intention to join NISP and subsequently withdraw the application to the Corps for a permit under Section 404 of the Clean Water Act for the Halligan Project.

STAFF RECOMMENDATION

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

BACKGROUND / DISCUSSION

Need For Additional Storage

As has been discussed with Council for a number of years, the Water Utility needs at least 8,200 acre-feet ("AF") of additional water storage to store its senior water rights to help the City mitigate the effects of severe drought and meet anticipated future demands through buildout of the Water Utility service area (currently projected for 2065).

Halligan Project

To meet water storage needs, the City has been actively pursuing Halligan Reservoir expansion over many decades through the Halligan Project. The City secured ownership of the dam back in 2004 by executing a purchase option acquired in 1993 from NPIC for the purpose of expanding the reservoir.

The essence of the Halligan Project is that the City would build a larger dam just downstream of the current dam to raise the water level and enlarge the existing reservoir on the North Fork of the Poudre River by an additional 8,200 AF. The City would own the dam and the enlarged capacity and use it to store water diverted under the City's senior water rights. NPIC would continue to own and use the historical/existing capacity in the enlarged reservoir to irrigate agricultural lands north of Fort Collins. The City would be wholly responsible for the long-term operation, maintenance and capital projects for the enlarged reservoir for both the City and NPIC.

The City officially began the federal permitting process in 2006 along with other partners (at the time the reservoir was envisioned to be even larger). The key required approval is a permit under Section 404 of the Clean Water Act. The Corps issued the final environmental impact statement in October 2023. Over the course of this period, with the handful of changes to the Halligan Project, staff reviewed and analyzed other water storage options as part of the federal process and to verify that the Halligan Project was the right project for utility ratepayers and the City. Until recently, staff consistently viewed the Halligan Project as the best water storage option from various perspectives (e.g., economic, environmental, legal, etc.).

Halligan Permitting Outlook

The City completed all permitting requirements in 2026 and anticipated receiving the 404 permit from the Corps in August 2026. However, starting last year, the Corps hinted that the enlargement of Halligan Reservoir may not be identified as the least environmentally damaging practicable alternative ("LEDPA"), especially given participation in NISP appeared to be feasible as some NISP participants signaled they were leaving that project. Noting a few uncertainties with NISP, City staff continued with the permitting process for the Halligan Project while participating in discussions with Northern regarding the viability of the City joining NISP and storing water attributable to some of the City's senior water rights in Glade Reservoir. In June 2026, the Corps requested the City provide evidence by July that NISP was not the

LEDPA, which the City provided. In early August the Corps extended its review of the Halligan Project permit application until February 1, 2027.

At a subsequent meeting with the Corps on August 11, 2026, the Corps indicated the enlargement of Halligan Reservoir was not viewed as the LEDPA as compared to other water storage alternatives and the City had three options with the Halligan Project permit application:

Option 1 Request a final permit decision, likely prompting an official denial from the Corps.

Option 2 Withdraw the application, pausing enlargement of the reservoir.

Option 3 Proceed with Corps' delay; complete supplemental EIS analyzing City participation in NISP, likely prompting an official denial from the Corps.

The Corps' new position makes the Halligan Project's legal/regulatory path much more difficult and uncertain due to the discretion courts generally give to federal permitting agencies. Staff recommend Option 2 (withdrawing the application) as it may make it easier to restart the permitting process in case the City is unable to secure a final allotment contract to join NISP. Hence, staff is including a resolution to withdraw the application.

Additionally, the City of Greeley ("Greeley") has appealed the Halligan Project's Clean Water Act Section 401 water quality certification to the Water Quality Control Commission ("Commission") on July 30, 2026. Greeley believes the construction and operation of an enlarged Halligan Reservoir would impact the water quality of Greeley's Seaman Reservoir and subsequently the raw water that enters Greeley's water treatment plant. All required downstream impacts were modeled and addressed in the Halligan Project's mitigation plan which demonstrated that there were no adverse water quality impacts from Halligan on Seaman Reservoir or the downstream reaches of the North Fork. In fact, there was a quantifiable net benefit to water quality and water temperature as well as improved flows. While City staff are confident that the Halligan Project's Section 401 water quality certification would prevail in front of the Commission, Greeley's request generated additional uncertainty for the Corps related to its decision on the Halligan Project 404 permit application. The appeal proceedings are ongoing with a hearing in front of the Commission scheduled for August 2027.

NISP

Over the past two years, understanding the level of fiscal and resource commitment necessary to build an enlarged Halligan Reservoir, City staff explored other water storage options, including NISP, to verify the City was investing in the best storage project for the future of the Water Utility, its ratepayers, and the City.

NISP is an off-channel water storage project comprised of two large reservoirs: Glade Reservoir near the mouth of the Poudre Canyon and Galeton Reservoir northeast of Greeley. In 2022, the Corps issued a 404 permit for NISP. The NISP Enterprise, a water activity enterprise owned by Northern, will own, operate, and maintain NISP on behalf of many municipal participants. Glade Reservoir is favorably located in the Poudre Watershed and able to store water diverted under the City's water rights with minimal upstream impacts (as is the case with the Halligan Project) and downstream impacts.

By participating in NISP with specific terms addressing the City's water rights storage, the City can utilize NISP's water rights or elect to store water using its own water rights in Glade Reservoir, offering flexibility for the City to address various conditions in the future.

The City has worked to negotiate better outcomes for the Poudre River throughout the duration of the NISP permitting process and presently participates in the NISP Adaptive Management regional stakeholder committee. As a NISP participant, the City will continue to advocate for the health of the river and financially support a proportional share of the Poudre River Improvement Fund and required NISP environmental mitigation projects. Staff will continue to work with project and community partners on future restoration

and protection priorities for the river, aligning with other planned City investments, where feasible and reasonable.

Based on several factors, staff has concluded that participation in NISP at 5.8% of the Glade component (9,860 AF of storage) is now the preferred option. While no option can provide 100% certainty, some form of NISP participation in the Glade Reservoir portion of the project currently appears more certain from a legal/regulatory perspective than the Halligan Project. The City's analysis also shows participation would result in lower rate forecasts and may provide additional yield to help with other City goals including drought mitigation and various other climate adaptations, regional water security, housing, and economic development. Due to the permitting challenges facing Halligan, the need for regulatory and infrastructure coordination, and NISP appearing to proceed toward construction, now would be the time to join NISP.

The City's participation in NISP requires annual financial participation through interim agreements in advance of a final allotment contract which includes the long-term financing terms. The twenty-second interim agreement for 2026 participation involves $766,154 for the City's requested share of the project. The twenty-third interim agreement for 2027 participation is scheduled for distribution and signing early next year at an anticipated amount of $1,500,000 for the City.

Both the City and City's Water Utility Enterprise will be parties to the agreements with the NISP Enterprise, and thus, a similar resolution will be presented to the City's Water Utility Enterprise seeking authorization for the Mayor to sign the agreements for the City's Water Utility Enterprise.

CITY FINANCIAL IMPACTS

Projected total project cost estimates (including construction, operating, and financing) were developed to compare the ratepayer impacts between both projects.

As seen in the tables below, the NISP 9,860 AF option is more affordable than the Halligan Project. For 2027 budget planning, staff recommend continuing with the existing rate recommendations to secure the projects' financial viability and maintain consistency with the City's overall financial planning and 2027 budget document. Should the City pivot to participate in NISP pursuant to Council direction following rate adoption, revised 2028 rate adjustments would be proposed.

40-year costs (life of NISP debt)

Expense Type	**Halligan Project**	**NISP, City 5.8%; 9,860 acre-feet (Extra Storage)**
Debt Service	$ 413,092,337	$ 261,414,672
Operating, Repair & Replacement	$ 69,542,731	$ 29,969,097
Add'l Infrastructure, Treatment, Water	$ 67,402,554	$ 28,708,160
Environmental	$ 15,000,000	$ 5,158,407
35% Halligan Dam Rehabilitation	$ -	$ 35,126,716
Total	**$ 565,037,621**	**$ 360,377,052**

The $881,802.98 appropriation for Fort Collins' participation in the NISP twenty-second interim agreement is proposed to be transferred from the unexpended and unencumbered budget of the Halligan Project.

Within the Halligan capital project budget, $18,433,773 remains unexpended and available for a transfer of appropriation. Repurposing the unspent capital project budget is accounted for within the Utilities financial modeling and rate forecast to support future NISP costs and other water capital projects. A total of $115,648.98 is included in the appropriation amount for a one-time payment for participation analysis expenses incurred by Northern regarding water yield and storage modeling.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

Utilities staff presented to Water Commission in executive session on September 17, 2026. Staff will publicly present to the same commission on October 15, 2026, in addition to the Land Conservation and Stewardship Board on October 14, 2026, and the Natural Resources Advisory Board on October 21, 2026.

PUBLIC OUTREACH

Due to sensitivities around permitting completion, and negotiations with Northern, there has been very limited public outreach. The City is planning to host a public meeting in the fall for Halligan Reservoir neighbors, the Livermore, Colorado community and the general public.

ATTACHMENTS / LINKS

1. Presentation
2. Resolution 2026-119
3. Resolution 2026-120
4. Ordinance No. 148, 2026



Water Storage Agreements, Appropriation of Project Funds, and Withdrawal of Permit Application

Nicole Poncelet-Johnson, One Water Executive Director
Joe Wimmer, Utilities Finance Deputy Director
Darren Parkin, Halligan Project Manager

Oct. 20, 2026

Summary Recommendations for Council

Staff will present a summary of the in-depth analysis and permitting challenges supporting a pivot from the Halligan Water Supply Project (Halligan) to the Northern Integrated Supply Project (NISP) to meet future water storage and supply needs within the City's water service area. Summary level resolutions and ordinance include:

- **Resolution authorizing the City to enter into interim agreements to participate in NISP with the ability to store the City's Own Water Rights in Glade Reservoir**
- **Resolution to withdraw the 404 Permit Application for the Halligan Water Supply Project**
- **Ordinance transferring unexpended appropriation from the Halligan Capital Project to the Water Fund Operating Budget to support entering into the 2026 NISP Interim Agreement and related consulting support**

Topics



- Halligan Water Supply Project
- Permitting Challenges
- NISP Status
- Risk & Recommendation

Halligan Water Supply Project

Background and Status

Project Overview





- 1980s: City began working on an expanded Halligan previously owned by North Poudre Irrigation Company (NPIC)
- 2006: Began federal permitting to store City water rights and increase the reliability and resiliency of the City's water supply, especially in times of prolonged drought
- Build new dam and expanded reservoir to store ~8,200 acre-feet (AF) of additional water
- Increase height of water level in reservoir by 26 feet, and expand reservoir wet area by 138 acres
- Project mitigation requirements and commitments to improve ecology along the North Fork of the Poudre River



Purpose and Need for Additional Water Storage

Purpose

- Firm yield water storage for Fort Collins Utilities' water service area

Need

- Projected municipal and industrial growth by 2065
- Resiliency and drought mitigation
- Adequate storage for full utilization of water rights



Halligan Current Status

- Halligan remains at 60% design
- Portion of environmental mitigation completed:
  - 295 acres of Preble's meadow jumping mouse habitat
  - North Fork mitigation bank including 1,220 feet of stream and over 19 acres of wetland credits
- Received approval through Larimer County's 1041 process
- Secured Colorado Water Conservation Board loan for $151.5 million
- Received approval from the Colorado Department of Public Health and Environment (CDPHE) for the water quality certification under Section 401 of the federal Clean Water Act
- Completed all Section 404 requirements of the federal Clean Water Act



Permitting Challenges

Significant Changes Impacting Halligan's Viability

Permitting Overview

2006

The City initiated a federal Clean Water Act 404 permit application with the Corps.

2017

Corps notified the City that Halligan would not likely be the least environmentally damaging practicable alternative (LEDPA). City provided additional analyses and Corps agreed to City approach; process continued.

2025

After some participants signal departure from NISP, the Corps suggested the City consider NISP as alternative LEDPA.

2026

City completed 404 permit application requirements by June 30.

2026

On July 2, CDPHE approved Halligan's Clean Water Act 401 certification.

Recent Federal Permitting Challenges

JUNE 2, 2026

- Corps asks City to justify why NISP is not the LEDPA
- City responded

JULY 31, 2026

- Corps officially extends its review of the permit application to Feb. 1, 2027

JULY 30, 2026

- City of Greeley appealed the Halligan Project's 401 certification to the Water Quality Control Commission

AUG. 11, 2026

- Meeting with Corps; Corps notified staff that a 404 permit for the enlargement of Halligan Reservoir is "not legally defensible"
- Corps also raised permitting process concerns stemming from Greeley's appeal of the 401

The City's Three Options

1. Request a final permit decision, likely prompting an official denial from the Corps.

2. **Withdraw the application, pausing enlargement of the reservoir.**

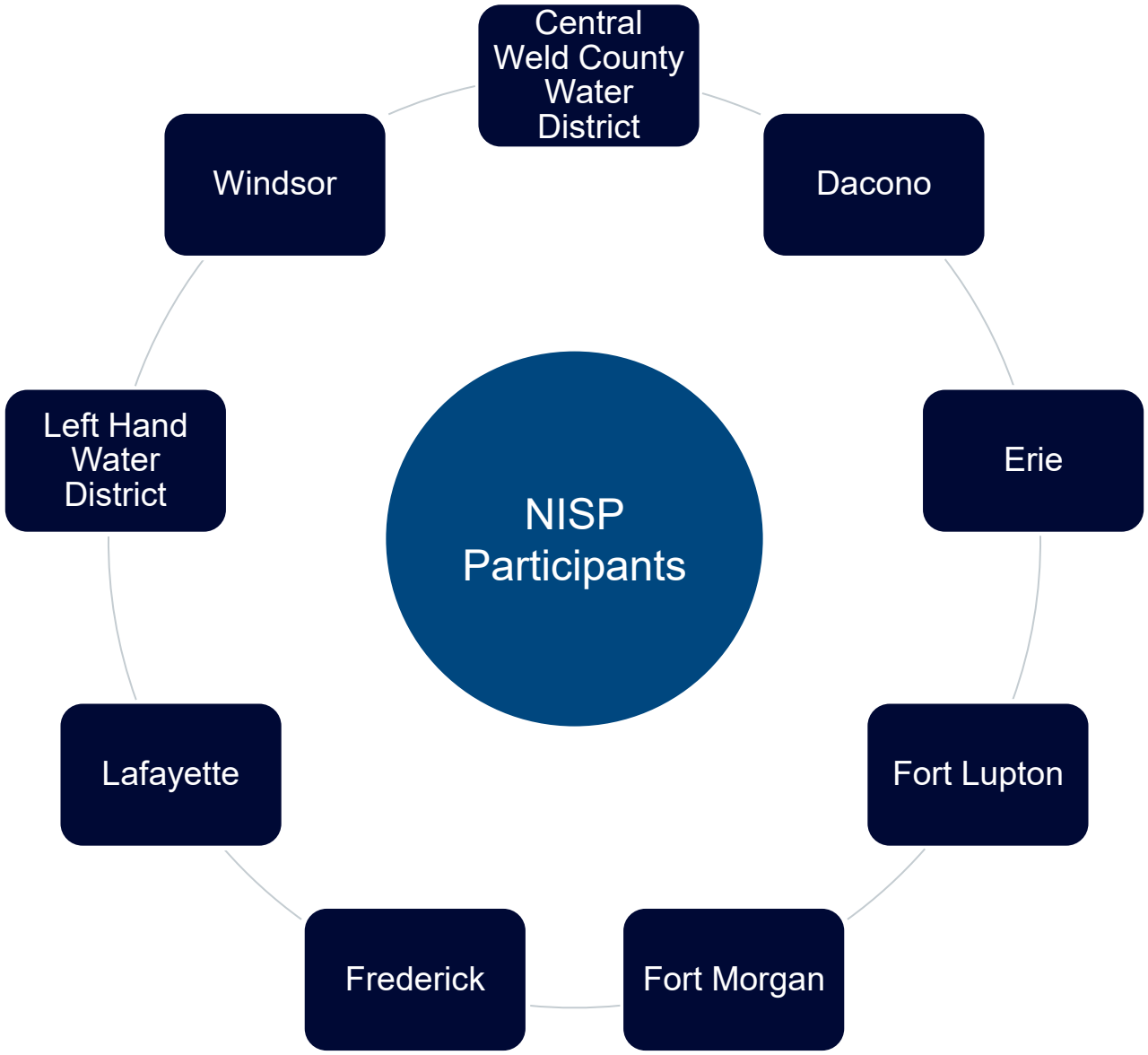
3. Proceed with Corps' delay; complete supplemental EIS analyzing City participation in NISP, likely prompting an official denial from the Corps.

NISP Status & Comparison

Data and Analysis Driving Decisions

NISP Current Status

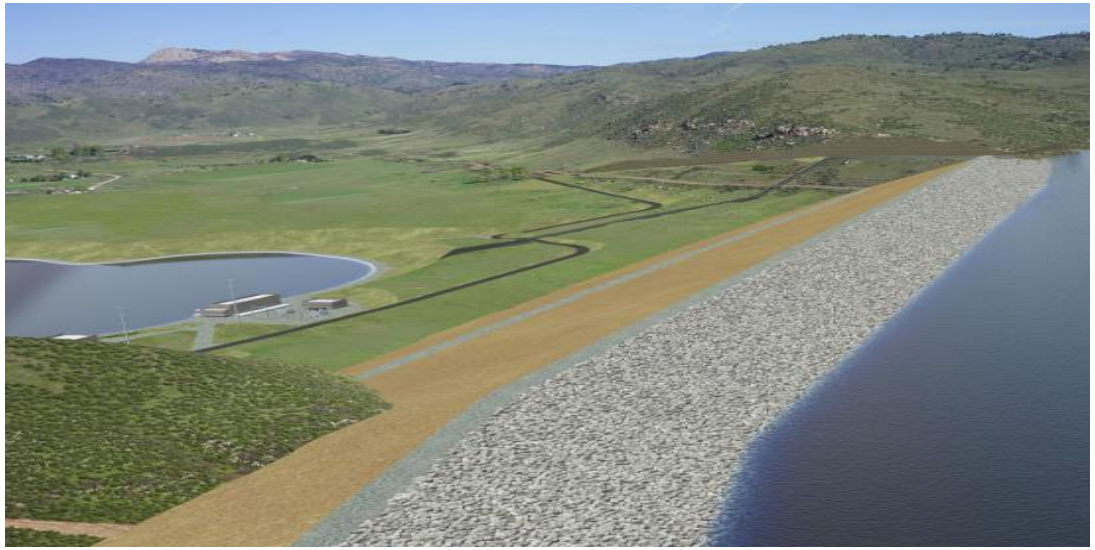
- Moving forward with Glade component
- Request for Proposals released this summer with contractor proposal expected in November for the Glade component and U.S. Highway 287
- Galeton component to be negotiated with interested participants in the future
- Partnership currently includes nine water providers



Halligan Project and Glade Component Scopes

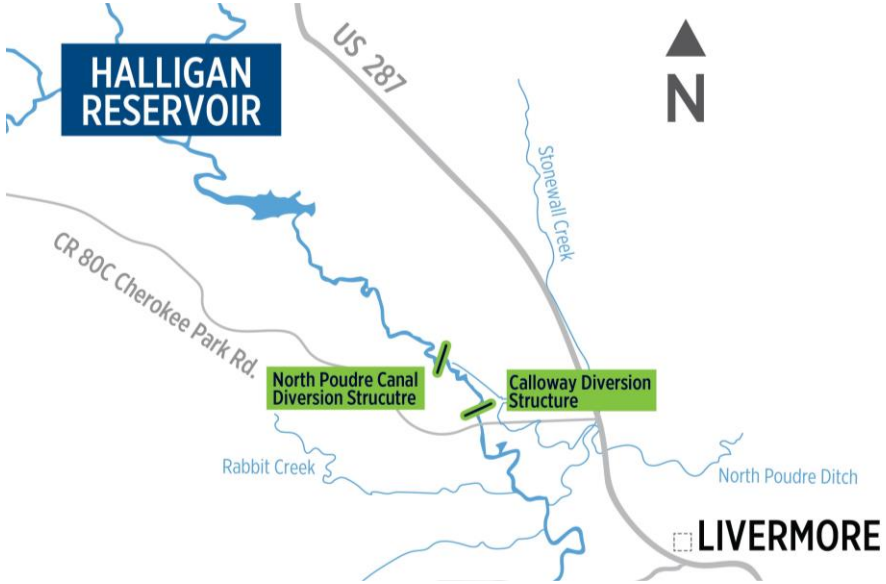


- Halligan expansion from 6,408 to 14,608 AF
- City will own the dam, additional **8,200 AF** of capacity, O&M, NPIC continues to own its storage (6,408 AF)
- **Not fully permitted, risk of environmental litigation**



- Glade: 170,000 AF reservoir, need 8,500 AF; negotiating for maximum recommended storage of **9,860 AF**
- Owned by Northern Water NISP enterprise, operated by Northern Water
- **Fully permitted and environmental litigation settled**

Mitigation Plan Commitments





Halligan Project

- Halligan is an on-channel reservoir on the North Fork of the Poudre River; collects Fort Collins water rights annually
- Mitigation flows (3-5 cubic feet per second) between Halligan and Milton-Seaman Reservoirs
- Fish passage and enhancements (2 total, one on North Fork and one on mainstem)
- Peak Flow Bypass Program (3 days of maximum peak flows in the North Fork)
- Limited adaptive management but regional collaboration
- Wildlife habitat conservation (Roberts Ranch 295 acres Preble's meadow jumping mouse habitat)
- Stream and wetland mitigation credits (7,285 stream credits and 19.37 wetland credits)

NISP

- Glade is an off-channel reservoir; NISP collects Grey Mountain water right during above-average flows of the Poudre River
- Mitigation flows (18-25 CFS) on main stem of Poudre River from Glade to Timnath Canal
- Fish passage and enhancements (5 total, planning on 3 in or near Fort Collins)
- Peak Flow Operations Program (3-day bypass maximum peak flows in Poudre River in most years)
- Adaptive management and regional collaboration (including regional water quality monitoring)
- Wildlife habitat conservation (1,380 acres habitat conservation around Glade, Hwy. 287 underpass)
- Wetland mitigation (34 wetland credits)

Halligan Budget to Date

Budgeted Funds	$76,668,946
Expenditures	($50,329,413)
Encumbered	($7,905,761)
Available Funds	**$18,433,773**

- Budget life-to-date: January 1999 to October 2026
- Project encumbrances include $7.3 million in completed and potentially recoverable mitigation credits

Cost Estimates

40-year costs (life of debt service)

Expense Type	Halligan Project	Glade, Fort Collins 5.8%; 9,860 AF (Max. Recommended Storage)
Debt Service	$ 413,092,337	$ 261,414,672
Operating, Repair & Replacement	$ 69,542,731	$ 29,969,097
Add'l Infrastructure, Treatment, Water	$ 67,402,554	$ 28,708,160
Environmental Mitigation	$ 15,000,000	$ 5,158,407
35% Halligan Dam Rehabilitation	$ -	$ 35,126,716
Total	**$ 565,037,621**	**$ 360,377,052**
Difference to Halligan		$ (204,660,569)

Cost and Rate Forecast: Annual Rate Increases in Water Fund

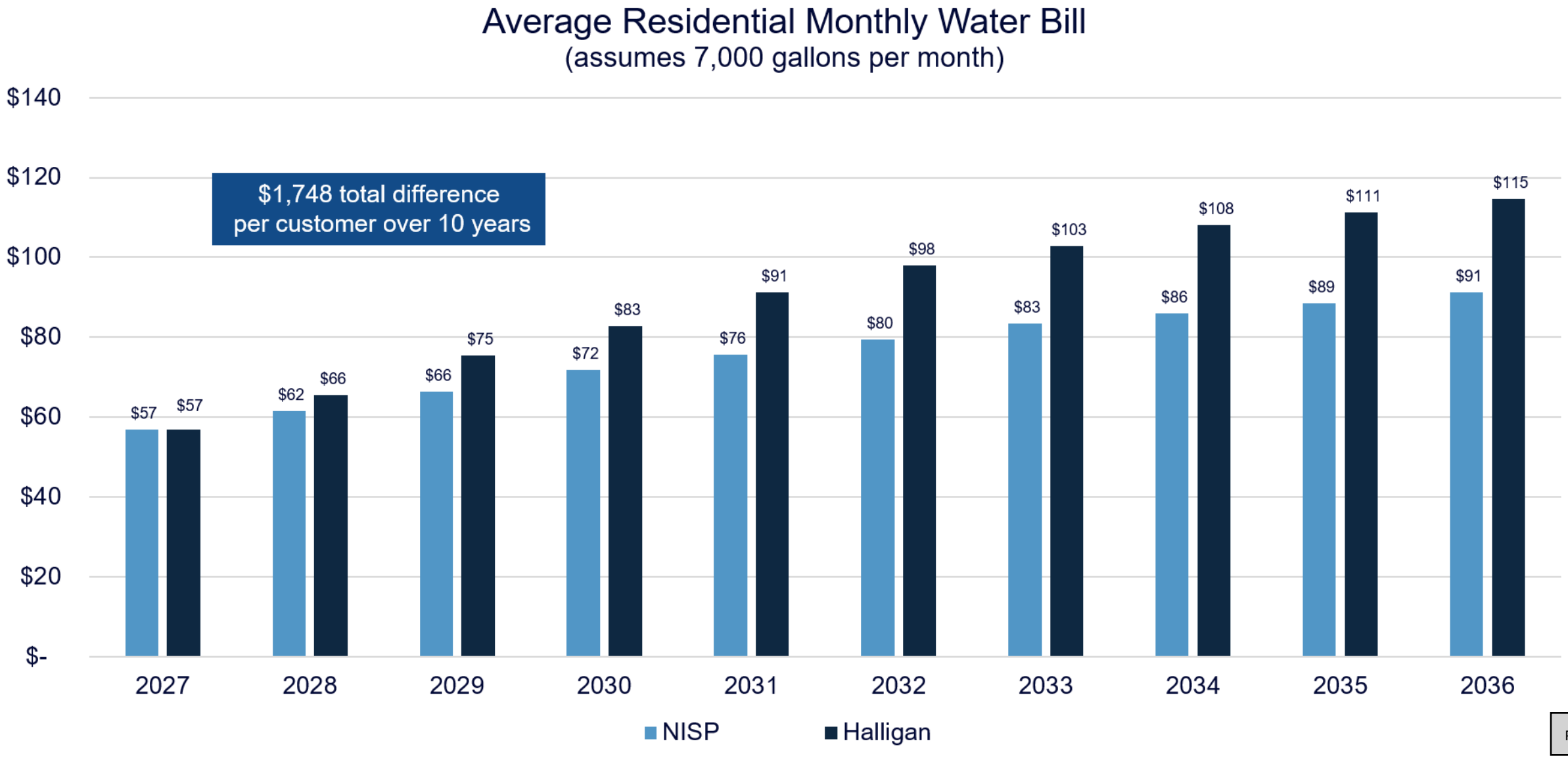
	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Halligan	15.0%	15.0%	15.0%	10.0%	10.0%	7.5%	3.0%	3.0%	3.0%	3.0%
NISP (9,860 AF)	15.0%	8.0%	8.0%	8.0%	5.5%	5.0%	5.0%	3.0%	3.0%	3.0%

Note: Rates assume continuation of minimum level of capital replacement spending

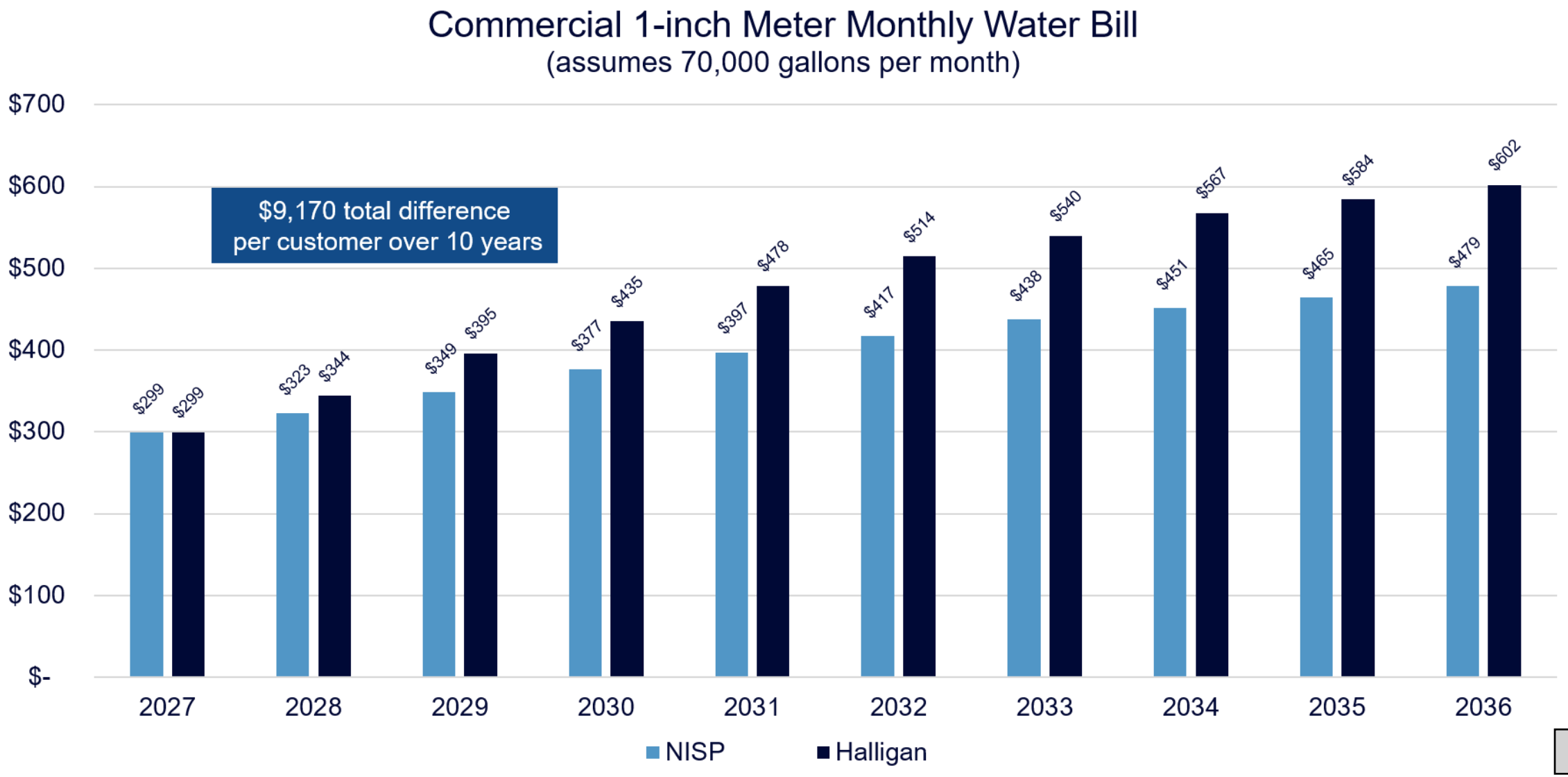
NISP (9,860 AF) + Capital	15.0%	**9.0%**	**9.0%**	**9.0%**	5.5%	5.0%	5.0%	3.0%	3.0%	3.0%

+1% increase 2028-2030 = $1.5 million additional toward water main replacement; ~0.75 mile per year

Residential Customer Bill Comparison by Project



Commercial Customer Bill Comparison by Project



Cost to Become a NISP Participant

- NISP members participate through annual Interim Agreements
  - City's cost to participate in 2026 Interim Agreement for 9,860 AF is $766,154
  - Consulting fees to support analysis of City's participation estimated at $115,649
  - Similar Interim Agreement expected in 2027 at an estimated cost of $1.5M due Q1, until a final allotment contract is signed (est. late 2027)
  - Transfer of appropriation from unexpended Halligan Project budget

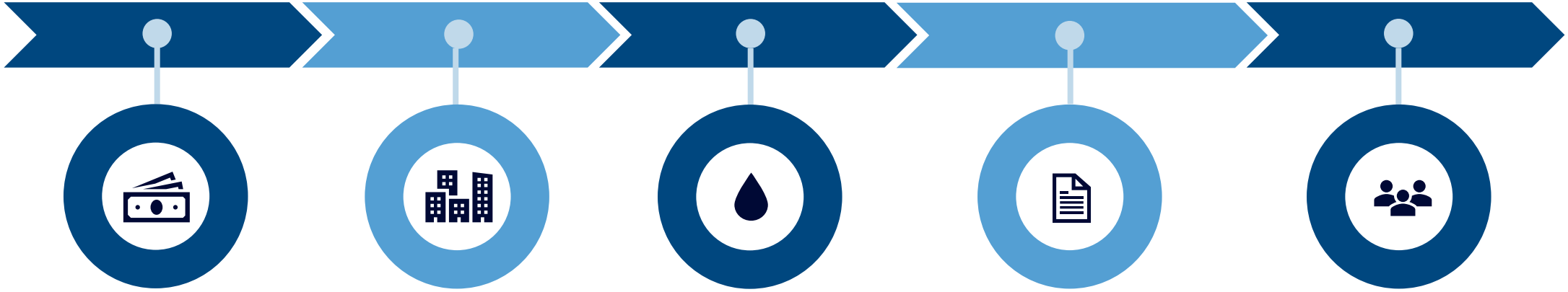


Risk & Recommendation

Risk Comparison

Category	Halligan Project	NISP
Federal Permitting		
State Permitting		
Environmental Litigation		
Other Litigation		
Project Delays		
Rising Construction Cost		
Financial		
Operational Control		

Review of Factors That Have Changed



COST SAVINGS

Cost analysis favors Glade option; joining NISP helps reduce overall long-term rate pressures

PARTICIPATION CHANGES

Some participants left the project which opened the window for the City to participate

STORAGE AVAILABILITY

Adequate storage is available in Glade; offers more flexibility to meet the City's long-term needs

PERMIT UNCERTAINTY

Halligan's 404 permit likely to be denied

ENVIRONMENTAL MITIGATION

Environmental litigation was settled; the City has been a NISP adaptive management stakeholder; as a NISP participant, we can continue to align efforts and projects to support the health of the Poudre River

Council Action Recommendation

Based on the in-depth analysis completed by staff and the current permitting challenges facing the Halligan Project, staff recommends Council approve the following resolutions and ordinance upon first reading:

- **Resolution 2026-119, Authorizing the City Manager to Withdraw the Application to the U.S. Army Corps of Engineers for a Permit Under Section 404 of the Clean Water Act for the Halligan Water Supply Project**

- **Resolution 2026-120, Authorizing the City Manager to Execute Agreements with the Northern Colorado Water Conservancy District for the City to Become a Participant in the Northern Integrated Supply Project and to Store Water Attributable to Some of the City's Own Water Rights in Glade Reservoir**

- **Ordinance No. 148, 2026, Transferring Unexpended and Unencumbered Appropriation of the Halligan Capital Project to the Water Fund Operating (lapsing) Budget for Participation in the NISP Twenty-Second Interim Agreement and Payment of Additional Participation Analysis Expenses Incurred by the Northern Colorado Water Conservancy District**

RESOLUTION 2026-119
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE CITY MANAGER TO WITHDRAW THE APPLICATION TO THE U.S. ARMY CORPS OF ENGINEERS FOR A PERMIT UNDER SECTION 404 OF THE CLEAN WATER ACT FOR THE HALLIGAN WATER SUPPLY PROJECT

A. The City owns and operates a water utility that provides water service to customers in its service area and delivers water pursuant to various other contractual arrangements.

B. The City has determined that it needs additional water supplies and water storage for various reasons, including for drought protection, climate resilience, and to meet projected demands.

C. The City previously determined that the enlargement of Halligan Reservoir could meet the City's needs for additional water supplies and water storage. Beginning in the late 1980s, the City began to work on a project for the enlargement of the existing Halligan Reservoir ("Halligan Enlargement Project"), which includes the enlargement of the reservoir as well as related sub-projects and tasks. *See, e.g.,* City Council Resolution 87-161; Water Utility Enterprise Resolution No. 1.

D. The enlargement of Halligan Reservoir would require a permit under Section 404 of the Clean Water Act ("404 Permit") from the U.S. Army Corps of Engineers ("Corps"). The City thus filed an application to the Corps for a 404 Permit in 2006. The Corps labeled its project stemming from the application as the "Halligan Water Supply Project," which includes an evaluation of the City's purpose and need, alternatives to meet that purpose and need, and the environmental impacts of the various alternatives. The Halligan Water Supply Project remains in the federal permitting process.

E. It has become increasingly questionable whether the Corps will issue a 404 Permit for the enlargement of Halligan Reservoir as currently contemplated in the Halligan Water Supply Project permitting proceedings pending before the Corps. Moreover, rising construction and permitting costs have made the enlargement of Halligan Reservoir increasingly difficult from a financial perspective.

F. The City has thus explored alternative means to meet the City's needs for additional water supplies and water storage. This has included exploring potential participation in the project of the Northern Colorado Water Conservancy District ("Northern Water") known as the Northern Integrated Supply Project ("NISP"), which includes Glade Reservoir.

G. The City has determined that its potential participation in NISP could meet the City's needs for additional water supplies and water storage at a reasonable cost if the City is also able to store water attributable to some of the City's own water rights in Glade Reservoir. At this time, the City desires to be able to store in Glade Reservoir

water attributable to the water rights represented by the City's shares in the so-called "Southside Ditches" companies (Arthur Irrigation Company, Larimer County Canal No. 2 Irrigating Company, New Mercer Ditch Company, and Warren Lake Reservoir Company), which were changed in Water Court Case No. 1992CW129 and Case No. 2005CW323, Division 1.

H. The City has worked to negotiate better outcomes for the Poudre River throughout the duration of the NISP permitting process and presently participates in the NISP adaptive management regional stakeholder committee. As a NISP participant, the City would continue to advocate for the health of the river and financially support a proportional share of the Poudre River Improvement Fund and required NISP environmental mitigation projects, many of which are located along the main stem of the Poudre River through town.

I. The City (both the City and its Water Utility Enterprise) and the Northern Integrated Supply Project Water Activity Enterprise, a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. §§ 37-45.1-101 et seq., owned by the Northern Colorado Water Conservancy District, have thus negotiated an interim participation agreement and a memorandum of agreement, which are the subject of Resolution 2026-120. The City will thus become a NISP participant and seek to store water attributable to some of the City's own water rights in Glade Reservoir.

J. The City may therefore no longer need to pursue the Halligan Water Supply Project in the pending proceedings for a 404 Permit before the Corps. The City's resources would be better spent pursuing NISP to confirm its feasibility.

K. At the time of completing the permanent allotment contracts for NISP, the City may terminate the Halligan Enlargement Project and wrap up any outstanding obligations and tasks for that project.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS that contingent upon the final adoption of Ordinance No. 148, 2026 and its effective date, the City Manager is hereby authorized to withdraw the City's application to the Corps for a 404 Permit for the Halligan Water Supply Project, at the time City staff deems it to be appropriate, and to take whatever steps are reasonably necessary to terminate the current federal permitting process for the Halligan Water Supply Project.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins on October 20, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: October 20, 2026
Approving Attorney: Eric Potyondy

Exhibit: None

RESOLUTION 2026-120
OF THE COUNCIL OF THE CITY OF FORT COLLINS AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE FOR THE CITY TO BECOME A PARTICIPANT IN THE NORTHERN INTEGRATED SUPPLY PROJECT AND TO STORE WATER ATTRIBUTABLE TO SOME OF THE CITY'S OWN WATER RIGHTS IN GLADE RESERVOIR

A. The City owns and operates a water utility that provides water service to customers in its service area and delivers water pursuant to various other contractual arrangements.

B. The City has determined that it needs additional water supplies and water storage for various reasons, including for drought protection, climate resilience, and to meet projected demands.

C. The City previously determined that the enlargement of Halligan Reservoir could meet the City's needs for additional water supplies and water storage. Beginning in the late 1980s, the City began to work on a project for the enlargement of the existing Halligan Reservoir ("Halligan Enlargement Project"), which includes the enlargement of the reservoir as well as related sub-projects and tasks. *See, e.g.,* City Council Resolution 87-161; Water Utility Enterprise Resolution No. 1.

D. The enlargement of Halligan Reservoir would require a permit under Section 404 of the Clean Water Act ("404 Permit") from the U.S. Army Corps of Engineers ("Corps"). The City thus filed an application to the Corps for a 404 Permit in 2006. The Corps labeled its project stemming from the application as the "Halligan Water Supply Project," which includes an evaluation of the City's purpose and need, alternatives to meet that purpose and need, and the environmental impacts of the various alternatives. The Halligan Water Supply Project remains in the federal permitting process.

E. It has become increasingly questionable whether the Corps will issue a 404 Permit for the enlargement of Halligan Reservoir as currently contemplated in the Halligan Water Supply Project permitting proceedings pending before the Corps. Moreover, rising construction and permitting costs have made the enlargement of Halligan Reservoir increasingly difficult from a financial perspective.

F. The City has explored alternative means to meet the City's needs for additional water supplies and water storage. This has included exploring potential participation in the project of the Northern Colorado Water Conservancy District ("Northern Water") known as the Northern Integrated Supply Project ("NISP"), which includes Glade Reservoir.

G. The City has determined that its potential participation in NISP could meet the City's needs for additional water supplies and water storage at a reasonable cost if the City is also able to store water attributable to some of the City's own water rights in Glade Reservoir. At this time, the City desires to be able to store in Glade Reservoir water attributable to the water rights represented by the City's shares in the so-called "Southside Ditches" companies (Arthur Irrigation Company, Larimer County Canal No. 2 Irrigating Company, New Mercer Ditch Company, and Warren Lake Reservoir Company), which were changed in Water Court Case No. 1992CW129 and Case No. 2005CW323, Division 1.

H. The City has worked to negotiate better outcomes for the Poudre River throughout the duration of the NISP permitting process and presently participates in the NISP adaptive management regional stakeholder committee. As a NISP participant, the City would continue to advocate for the health of the river and financially support a proportional share of the Poudre River Improvement Fund and required NISP environmental mitigation projects, many of which are located along the main stem of the Poudre River through town.

I. The City (both the City and its Water Utility Enterprise) and the Northern Integrated Supply Project Water Activity Enterprise, a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. §§ 37-45.1-101 et seq., owned by the Northern Colorado Water Conservancy District ("NISP Enterprise"), have thus negotiated the Twenty-Second Interim Agreement with the Northern Integrated Supply Project Water Activity Enterprise for Participation in the Northern Integrated Supply Project ("Interim Participation Agreement"), a copy of which is attached hereto and incorporated by this reference as Exhibit A. By the Interim Participation Agreement, the City will become a NISP participant through December 31, 2026, by agreeing to various terms and making various payments, in order to move NISP forward towards construction.

J. The City (both the City and its Water Utility Enterprise) and the NISP Enterprise have also negotiated a Memorandum of Agreement ("Storage Agreement"), a copy of which is attached hereto and incorporated by this reference as Exhibit B. By the Storage Agreement, the City and the NISP Enterprise agree to pursue the City's ability to store its Southside Ditches' water in Glade Reservoir. The Storage Agreement will become an appendix to the Interim Participation Agreement, such that they are effectively part of the same agreement.

K. The City and other NISP participants intend to subsequently execute permanent allotment contracts for their NISP participation as NISP proceeds towards construction. Such permanent allotment contracts will address the City's and other NISP participants' permanent obligations and rights in and to NISP, including financial obligations and the City's ability to store its Southside Ditches' water in Glade Reservoir.

L. At the time of completing the permanent allotment contract for NISP participation, the City may terminate the Halligan Enlargement Project and wrap up any outstanding obligations and tasks for that project.

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

Section 1. Contingent upon the final adoption of Ordinance No. 148, 2026 and its effective date, the City Manager is hereby authorized to execute the Interim Participation Agreement in the form of Exhibit A, attached hereto and incorporated by this reference, with such modifications and additional terms and conditions as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to protect the interests of the City or effectuate the purposes of this Resolution.

Section 2. Contingent upon the final adoption of Ordinance No. 148, 2026 and its effective date, the City Manager is hereby authorized to execute the Storage Agreement in the form of Exhibit B, attached hereto and incorporated by this reference, with such modifications and additional terms and conditions as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to protect the interests of the City or effectuate the purposes of this Resolution.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins on October 20, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: October 20, 2026
Approving Attorney: Eric Potyondy

Exhibits: Exhibit A – Twenty-Second Interim Agreement with the Northern Integrated Supply Project Water Activity Enterprise for Participation in the Northern Integrated Supply Project
Exhibit B – Memorandum of Agreement

TWENTY-SECOND INTERIM AGREEMENT WITH THE NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE, FOR PARTICIPATION IN THE NORTHERN INTEGRATED SUPPLY PROJECT

This Agreement is made and entered into as of **_____, 2026**, by and between the **Northern Integrated Supply Project Water Activity Enterprise**, a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. §§ 37-45.1-101 et seq., owned by the Northern Colorado Water Conservancy District ("District"), and whose address is 220 Water Avenue, Berthoud, Colorado 80513 (the "NISP Enterprise"), **the City of Fort Collins, Colorado, and the City of Fort Collins Water Utility Enterprise**, whose address is 300 Laporte Avenue, Fort Collins, 80521 (together, "Participant").

Recitals

A. The NISP Enterprise is developing a water project (the "Project") for the purpose of developing a new reliable water supply for the beneficial use of the Participant and other entities.

B. Overall Project costs will be divided among the entities that participate in the Project.

C. The First, Second, and Fourth Phases of the Project, and years one through six of the Third Phase, have been completed.

D. The Third Phase, Years 7 through 21 (hereinafter referred to as "Phase 3A"), will consist of further agency consultation, permitting work with the U.S. Army Corps of Engineers and other agencies, compliance with the National Environmental Policy Act and other requirements for federal permitting, field work, and analysis for permitting, modeling, and other activities related to designing and permitting the Project.

E. The Fifth Phase of the Project consists of the Glade Reservoir final design advancement, Highway 287 relocation final design and CM/GC design involvement, and completion of the Galeton Dam preliminary design.

F. The Sixth Phase involves continued NISP conveyance delivery refinement, South Platte Water Conservation Project negotiations, analysis of direct use of South Platte water, land and easement definition and purchase, and advancement of time-sensitive mitigation activities.

G. The Seventh Phase involves the development of a NISP Allotment Contract, financial project planning, legal defense of the Project permits and approvals, and overall project administration.

H. The Eighth Phase involves early pipeline construction, procurement of electrical materials for the Highway 287 relocation, and advancement of the option agreement for the Timnath Inlet Canal.

I. It is necessary that the NISP Enterprise pursue Phases 3A, 5, 6, 7, and 8 of the Project at this time in order to be able to complete the Project on the time schedule desired by the participants.

J. Pursuing these Phases 3A, 5, 6, 7, and 8 of the Project on behalf of the participants will require continued funding from the participants.

K. Fort Collins created the City of Fort Collins Water Utility Enterprise to comply with the provisions of Section 20, Article X of the Colorado Constitution and Article 45.1 of Title 37 of the Colorado Revised Statutes to permit Fort Collins, acting through its water utility enterprise, to issue revenue bonds and enter into multi-year fiscal obligations in connection with operating its water utility. The Fort Collins Water Utility Enterprise is made a party to this Agreement for the purpose of entering into any multi-year fiscal obligation required under this Agreement.

Agreement

1. The Participant agrees to participate in Phases 3A, 5, 6, 7, and 8 of the Project, under and pursuant to the terms and conditions of this Agreement. The Participant acknowledges that it shares a common interest in development of the Project and that privileged material may be shared with the Participant from time to time. A description of Phase 3A, Phase 5, Phase 6, Phase 7 and Phase 8 is included in **Exhibit A**. Participation in this Agreement in no way obligates the Participant to participate in subsequent phases of the Project or to continue involvement in the Project in any manner.

2. Certain other participants previously executed "NISP Phase 1 Agreements" with the NISP Enterprise, which among other things addressed previously incurred costs separate from those covered by this Agreement. Participant will not execute a NISP Phase 1 Agreement. However, the Parties agree that certain other provisions of the NISP Phase 1 Agreement that defined participants' rights and obligations in NISP should apply to the Participant. Accordingly, terms modeled after these provisions are provided in Appendix 1, are incorporated herein by reference, and are referred to in this Agreement in lieu of references to the NISP Phase 1 Agreements.

3. For the purposes of cost allocation in Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 for the period May 1–December 31, 2026, the cost is based upon the Participant's base requested capacity (expressed in acre-feet) divided by the total requested base Project yield (see attached **Exhibit B)**. The Participant's base requested capacity in the Project is 1,200 NISP Units,[1] meaning its allocation of costs for the period May 1–December 31, 2026 equates to a total of $766,154, which is equal on a per-acre-foot basis to the cost previously

[1] Participant's intent is to request a capacity in the Project that corresponds to 9,860 acre-feet of storage capacity in Glade Reservoir. The Parties acknowledge that the amount of acre-feet of storage capacity in Glade Reservoir per NISP Unit may be subject to change depending on the total level of participation in the Project and that Participant's number of NISP Units may be subject to adjustment to align with Participant's intended storage capacity in Glade Reservoir.

charged to and paid by all other participants. Attached hereto as **Exhibit B** is a table showing the currently anticipated permitted capacity in the Project and the pro rata share of the costs of the Project for the period May 1–December 31, 2026, for each Participant based on the cost allocation above. The Participant may request an increase in base requested capacity, subject to NISP Enterprise Board approval and payment of costs on a per unit basis consistent with this Agreement. The Participant may request to reduce its base requested capacity in accordance with the terms provided in Appendix 1, which are incorporated herein by reference.

4. The Participant agrees to provide to the NISP Enterprise funds for its pro rata share of the anticipated May 1–December 31, 2026, costs necessary for Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 of the Project as described in Paragraph 2. The Participant will pay the NISP Enterprise its pro rata share of May 1–December 31, 2026, costs on or before 30 days after receipt of an invoice. The NISP Enterprise will invoice the Participant for this payment. These estimated costs will not be increased or exceeded without the prior written approval of the Participant. Participant funds that are not expended during Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 (regardless of whether they are expended in 2026 or a subsequent year) will, after all said phases are complete, be rebated back to each participant pro rata based on each participant's contribution of funds to the Project in Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8. Alternatively, the NISP Enterprise may apply unspent funds to other phases of the Project and/or future Interim Agreements with the prior permission of the Participant.

5. In the event that the Participant fails to make the payment set forth above at the specified time, the NISP Enterprise shall have the right to terminate this Agreement and cease all work on the Project for the benefit of the Participant. The NISP Enterprise shall give the Participant thirty (30) days' advance written notice of its intention to terminate this Agreement and cease work on the Project for the Participant's benefit under this Paragraph. The Participant shall have until the end of said 30-day period in which to make all past due payments in full in order to cure its default hereunder.

6. In the event that the Participant fails to execute a subsequent Interim Agreement when this Agreement expires, and Participant also has not executed an allotment contract establishing the terms of its continued participation in the Project, the NISP Enterprise shall cease work on the Project for the Participant's benefit as provided herein. Regardless of the reason for termination of the Participant's participation in the Project, the Participant remains responsible for its pro rata share of the May 1–December 31, 2026, costs of Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 of the Project under this Agreement, and the Participant shall not be entitled to any return of funds, except in circumstances under which Paragraph 8 applies.

7. The NISP Enterprise agrees to diligently pursue Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 of the Project in good faith to the extent that funds therefor are provided by the Participant under this Agreement and by other participants under similar agreements. By entering into this Agreement and accepting payments from the Participant, the NISP Enterprise does not obligate itself to, nor does the NISP Enterprise warrant that it will,

proceed with the Project beyond Phase 8 or that it will construct or operate the Project. At the end of the Eighth Phase, the NISP Enterprise will determine after consultation with the participants whether to proceed with the Project. The NISP Enterprise agrees that, if the participants provide all required funding, if the NISP Enterprise has the ability, and if the NISP Enterprise reasonably determines that the Project is feasible and practical, it will pursue the construction and operation of the Project if requested to do so by a sufficient number of participants to fully fund the Project, together with any other funds held or obtained by the NISP Enterprise. In the event that the NISP Enterprise decides not to proceed with the Project, it will so notify the Participant and this Agreement will immediately and automatically terminate upon the giving of such notice.

8. In the event of termination of the Project, the Participant shall not be entitled to any return of funds paid to the NISP Enterprise for the Project, unless payments by participants exceed the NISP Enterprise's costs as of the date the Project is terminated, in which case a pro rata refund will be made. In the event of such termination, the Participant shall be entitled to receive copies of any work products developed by the NISP Enterprise or its consultants on behalf of the Participant, and the NISP Enterprise Board shall, in its sole discretion: (i) convey to the Participant, as a tenant in common with all other participants who have not been terminated under Paragraph 5 above, a pro rata interest in all real and personal property acquired by the NISP Enterprise for the Project with funds provided under this Agreement or similar agreements with other participants; or (ii) disburse to the Participants the proceeds of any sale of assets in proportion to each Participant's cost allocation. The Parties agree that this Paragraph does not apply to, and shall not alter, the terms and conditions in the NISP Phase 1 Agreements between the NISP Enterprise and certain other project Participants applicable to "NISP Phase 1 Assets," as that term is defined in the NISP Phase 1 Agreements.

9. The Participant shall have the right to assign this Agreement and the Participant's rights hereunder, with the written consent of the NISP Enterprise, which consent shall not be unreasonably withheld, to any entity that is eligible to receive water deliverable through the Project, that is financially able to perform this Agreement, and that is approved to receive a transfer of a NISP Allotment from Participant under the terms for transfers in Appendix 1, which are incorporated herein by reference.

10. In the event that this Agreement is terminated for any reason, the Participant shall not be entitled to any return of any funds paid to the NISP Enterprise for the Project except as provided in Paragraphs 4 and 8 above for those participants who have not been terminated under Paragraph 5 above, and the NISP Enterprise shall have no further obligations to the Participant.

11. Notwithstanding any other provision of this Agreement to the contrary, the Participant's maximum financial obligation under this Agreement shall be payment of the amount set forth in Paragraph 3 above. The Participant shall have the right to terminate this Agreement at any time. In the event of such termination, each of the parties hereto shall be immediately released from all obligations recited herein as if this Agreement had not been entered into.

12. In the event that additional costs must be incurred for Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 in the period May 1–December 31, 2026, beyond the total amount described in Exhibit B, the parties may amend this Agreement in writing to provide for further payment by the Participant of costs for 2026. However, the Participant is not obligated under this Agreement to pay any costs for Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 beyond the costs stated in Paragraph 2 above and Exhibit B.

13. Simultaneously upon execution of this Agreement, the NISP Enterprise and Participant also are executing a "Memorandum of Agreement" concerning diversions into, storage in, and releases from Glade Reservoir of water attributable to certain water rights owned by Participant ("MOA"). Upon signature, the MOA will be attached hereto as **Appendix 2**. The parties agree that this Agreement and the MOA have been executed as essential components of the other such that each shall become effective only upon full execution of the other.

14. This Agreement shall be interpreted under the laws of the State of Colorado. Venue for any disputes concerning this Agreement shall be in the Weld County, Colorado, District Court.

15. Nothing in this Agreement shall be construed to waive the protections and immunities afforded the NISP Enterprise and the Participant under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., and any similar or successor statutes of the State of Colorado.

16. Any and all obligations of the NISP Enterprise that may arise under this Agreement, whether financial or otherwise, shall be payable solely from the revenues, income, rents, and receipts earned by the NISP Enterprise. Nothing herein shall be deemed to prevent the NISP Enterprise from making any payments from any other legally available source. In no event shall the NISP Enterprise be required to spend any money from taxes in violation of Section 20(4) of Article X of the Colorado Constitution in the performance of its obligations under this Agreement or which would cause the NISP Enterprise to lose its enterprise status as such status is defined in the Colorado Constitution. In addition, neither the NISP Enterprise nor the District shall be required to expend any funds or impair any assets of the District in the performance of any of the NISP Enterprise's obligations under this Agreement. The obligations of the NISP Enterprise under this Agreement do not constitute a debt or indebtedness of the NISP Enterprise or the District within the meaning of any constitutional, charter, or statutory provision or limitation, and shall not be considered or held to be a general obligation of the NISP Enterprise or the District.

17. Except for the obligation to pay money, neither party shall be liable to the other party for any delay or inability to perform its obligations hereunder by reason of acts of God, acts of the public enemy, riot, civil commotion, insurrection, acts or failure to act of governmental authorities, war, pandemic, or any other cause or causes beyond the party's reasonable control.

18. This Agreement, together with the MOA described in Paragraph 13 above and attached as **Appendix 2**, is the entire agreement between the NISP Enterprise and the Participant

regarding participation in Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 of the Project and each shall be modified by the parties only by a duly executed written instrument approved by the Participant and the NISP Enterprise's Board of Directors.

19. This Agreement is subject to approval by the NISP Enterprise's Board of Directors and shall become binding on the NISP Enterprise only upon such approval.

THE CITY OF FORT COLLINS, COLORADO, a Colorado municipal corporation

Dated:_____ By: _____
Kelly DiMartino, City Manager

ATTEST:

_____
City Clerk's Office
Printed Name: _____
Title: _____

APPROVED AS TO FORM:

_____
Eric Potyondy, Senior Assistant City Attorney

CITY OF FORT COLLINS WATER UTILITY ENTERPRISE

Dated:_____ By: _____
Emily Francis, Mayor
Ex-Officio President

ATTEST:

_____
City Clerk's Office
Printed Name: _____
Title: _____

APPROVED AS TO FORM:

_____
Eric Potyondy, Senior Assistant City Attorney

NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE

Date: _____

By: _____
Brad Wind, General Manager

EXHIBIT A
DESCRIPTION OF PHASE 3A, PHASE 5, PHASE 6, PHASE 7, and PHASE 8
NORTHERN INTEGRATED SUPPLY PROJECT

Phase 3A consists of a continuation of further agency consultation, permitting work with the U.S. Army Corps of Engineers and others agencies, compliance with the National Environmental Policy Act and other requirements for federal permitting, field work, and analysis for permitting, modeling, and other activities related to designing and permitting the Project.

Phase 5 will consist of the Glade Reservoir final design advancement, and Highway 287 relocation final design and CM/GC design involvement, and completion of the Galeton Dam preliminary design.

Phase 6 involves the following additional 2026 activities:

- NISP conveyance will continue to be refined including evaluation of Participant flow requirements, pipeline sizing and route refinement, design advancement, and conveyance cost estimating.
- South Platte Water Conservation Project negotiations will be advanced with the affected ditch companies.
- Direct use of the South Platte water will be analyzed.
- Land and easement requirements will be more specifically identified and acquired.
- Mitigation plans will continue to be advanced, and time sensitive mitigation activities may be pursued.

Phase 7 involves, in addition to overall project administration, the following 2026 activities:

- Allotment contract development
- Project financial planning
- Legal defense of the Project permits and approvals.

Phase 8 involves the following 2026 activities:

- Potential early pipeline construction
- Procurement of overhead electric materials and construction of the relocation of overhead powerlines for the HW 287 relocation.
- Advancement of the option agreement for of the Timnath Inlet Canal.

EXHIBIT B
PARTICIPANT YIELD AND COSTS
PHASE 3A, PHASE 5, PHASE 6, PHASE 7, and PHASE 8

NISP Twenty Second Interim Agreement Budget Allocation
[date to be inserted]

Participant	NISP Units	Percent of Project*	2026 Contribution**
Central Weld Co. W.D.	250	1.21%	$159,615
Dacono	1,250	6.04%	$798,077
Erie	4,500	21.74%	$2,873,077
Fort Collins	1,200	5.80%	$766,154
Fort Lupton	100	0.48%	$63,846
Fort Morgan	2,700	13.04%	$1,723,846
Frederick	2,600	12.56%	$1,660,000
Lafayette	1,800	8.70%	$1,149,231
Lefthand W.D.	3,000	14.49%	$1,915,385
Windsor	3,300	15.94%	$2,106,923
Total	20,700	100.00%	$13,216,154

* Rounded to the nearest hundredth
** Rounded to the nearest dollar

APPENDIX 1

The following term is modeled after a portion of Section 1 of the NISP Phase 1 Agreements:

A. "**NISP Unit**," for purposes of this Agreement, means a pro rata right, equal to the amount of Participant's acre-feet of water yield of base requested capacity indicated in Paragraph 3 of this Agreement divided by the total amount of base requested capacity for all NISP Participants, to the benefits and yield of NISP, which may include water supply, delivery, and storage, subject to any terms and conditions included in subsequent agreements related to future phases of NISP or otherwise in the final allotment contract between the parties. The NISP Enterprise and the Participants agree that "NISP Unit" may be defined in greater detail in subsequent agreements related to future phases of NISP or otherwise in the final allotment contracts for NISP.

The following term is modeled after Section 2.2 of the NISP Phase 1 Agreements:

B. NISP Allotment. The NISP Enterprise hereby allots to Participant 1,200 NISP Units. Unless this NISP Allotment is terminated or modified under the terms of this Agreement, the Participant shall have a right to its NISP Units under any subsequent interim agreements or allotment contracts on the same terms and conditions as other similarly situated NISP Participants.

The following term is modeled after Section 2.3 of the NISP Phase 1 Agreements:

C. NISP Allotment Termination. This NISP Allotment shall terminate in the event any of the following shall occur: (1) the undersigned Participant does not participate in future NISP funding or financing agreements on the same terms and conditions as other similarly situated participants,[2] (2) the undersigned Participant does not enter into, or provide funding required under, future Annual Interim Agreements on the same terms and conditions as other NISP participants, (3) the undersigned Participant and the NISP Enterprise do not enter into a final NISP allotment contract on the same terms and conditions as other participants, (4) a withdrawal or reduction in further NISP participation pursuant to Paragraph D below (provided that, in the case of a reduction in further NISP participation, the NISP Allotment shall be terminated to the extent of the reduction, (5) termination of the Project for any reason, or (6) the undersigned participant violates the rules and regulations of the Enterprise, as may be established or amended from time to time.

The following terms are modeled after Section 8 of the NISP Phase 1 Agreements:

D. Withdrawal from Agreement or Withdrawal from or Reduction in Further NISP Participation. Participant may withdraw from further participation in NISP, or may reduce further

[2] For purposes of this Agreement, "on the same terms and conditions as other similarly situated participants" means agreement to pay any given NISP funding obligation at the same dollars per NISP Unit ratio as the other NISP Allottees.

participation in NISP, as provided in this Section D. Participant also may transfer its NISP Units, in whole or in part, as provided in Section E below.

D.1 Except as otherwise provided in Section D.2 below, Participant may withdraw from NISP, or reduce its overall participation in NISP, by giving the Enterprise and all other NISP Participants written notice of such withdrawal or reduction in overall NISP participation not less than 180 days prior to the withdrawal or reduction date. Notwithstanding the foregoing, Participant shall not be entitled to any return of funds paid to the NISP Enterprise consistent with this Agreement, unless an equal amount is provided to the NISP Enterprise by another entity as replacement for such funds.

D.2 Withdrawal from NISP, or reduction in overall NISP participation, shall not excuse Participant's performance of obligations imposed upon Participant by any judgment which has been entered by a court of competent jurisdiction or regulation to which the NISP Enterprise or Participant is subject and that arises from or is related to activities of this Agreement conducted during the period when Participant participated in NISP.

The following terms are modeled after Section 9 of the NISP Phase 1 Agreements:

E. Withdrawal from Agreement or Withdrawal from or Reduction in Further NISP Participation.

E.1 Additional entities may become NISP Participants if the NISP Enterprise, in its discretion, approves the transfer of existing or allotment of new NISP Units to such entity, provided, however, that the total number of NISP Units shall not be increased without the consent of each NISP Participant.[3]

E.2 Transfer of NISP Allotment.

E.2.i. The NISP Enterprise Board shall approve a requested transfer of NISP Units constituting all or a portion of a NISP Allotment from a NISP Participant to one or more other NISP Participants that have a NISP Allotment as of the time of the transfer if the NISP Enterprise Board determines that (1) the NISP Participant receiving the additional NISP Units has an existing or future need for additional NISP Units for use within the District, (2) the NISP Participant receiving the additional NISP Units has sufficient financial capacity, and (3) the transfer will not create a material risk under applicable law; provided, however, that approval of a transfer is subject to delivery capacity limitations.

E.2.ii. At any time after all final federal permitting approvals for NISP are issued and any litigation challenging such approvals is no longer

[3] For purposes of this provision, an increase in the total number of NISP Units means an increase above 40,000 NISP Units. The addition of Fort Collins to participate in NISP does not result in an increase in the total number of NISP Units above 40,000 NISP Units.

pending or appealable, a NISP Participant may request a transfer of NISP Units constituting all or a portion of a NISP Allotment to a municipality or a district formed under Colorado law that is not an existing NISP Participant at the time of the proposed transfer. The NISP Enterprise shall approve such a requested transfer if the NISP Enterprise Board determines that (1) the entity receiving the NISP Units has an existing or future need for said NISP Units for use within the District, (2) the NISP Participant receiving the NISP Units has sufficient financial capacity, (3) the transfer will not create a material risk under applicable law, and (4) the entity has not transferred or entered into an agreement to transfer water out of the Northern Colorado Water Conservancy District. Any such transfer shall also be subject to delivery capacity limitations. The NISP Enterprise Board may deny a proposed transfer under this Section E.2.ii if it finds that, based on extraordinary circumstances, the proposed transfer would not be in the best interests of the NISP Enterprise or the Northern Colorado Water Conservancy District.

E.2.iii. A transfer of NISP Units under this Section E also shall result in the transfer of all rights and obligations under this Agreement that correspond to the transferred NISP Units. Notwithstanding the foregoing, a NISP Participant that transfers NISP Units under this Section E is not entitled to any return of funds paid to the NISP Enterprise consistent with this Agreement that corresponds to the amount of NISP Units transferred unless an equal amount of money is provided to the NISP Enterprise by the transferee as replacement for such funds. The transferring NISP Participant may also assign the corresponding funds to the transferee.

APPENDIX 2

[Insert MOA]

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into on _____, 2026, by and between the following parties: the City of Fort Collins, Colorado; the City of Fort Collins Water Utility Enterprise; and the Northern Integrated Supply Project Water Activity Enterprise.

RECITALS

A. Fort Collins is becoming a participant in the Northern Integrated Supply Project ("NISP") by executing the Twenty-Second Interim Participation Agreement. Fort Collins intends to subsequently become a NISP Allottee by executing a NISP Allotment Contract at the same time as all other NISP Allottees, which is anticipated to occur in 2027.

B. This Agreement establishes the current mutual understanding between the Parties hereto under which Fort Collins SSD Water, as defined herein, will be diverted to, stored in, and released from Glade Reservoir by the NISP Enterprise.

C. The Parties agree that this Agreement reflects the current mutual understanding and intent of the Parties but will be replaced by a final agreement at the time Fort Collins signs a NISP Allotment Contract. At that time, this Agreement will automatically terminate and be superseded by the NISP Allotment Contract and final agreement negotiated among the Parties for the diversion into, storage in, and release from Glade Reservoir of Fort Collins SSD Water.

D. If Fort Collins determines to not sign a NISP Allotment Contract at such time as the other NISP Participants, then this Agreement will be automatically void and of no force and effect.

E. Fort Collins created the City of Fort Collins Water Utility Enterprise to comply with the provisions of Section 20, Article X of the Colorado Constitution and Article 45.1 of Title 37 of the Colorado Revised Statutes to permit Fort Collins, acting through its water utility enterprise, to issue revenue bonds and enter into multi-year fiscal obligations in connection with operating its water utility. The Fort Collins Water Utility Enterprise is made a party to this Agreement for the purpose of entering into any multi-year fiscal obligation required under this Agreement.

AGREEMENT

1. **INCORPORATION OF RECITALS.** The foregoing recitals are hereby incorporated as if fully restated in their entirety.

2. **DEFINED TERMS.**

2.1. "Fort Collins" is the City of Fort Collins, Colorado, a municipal corporation and its City of Fort Collins Water Utility Enterprise.

2.2. "Fort Collins NISP Water" is NISP Water that is allocated to Fort Collins pursuant to Fort Collins' NISP Allotment Contract.

2.3. "Fort Collins SSD Water" is water attributable to the water rights represented by certain shares in the Arthur Irrigation Company, Larimer County Canal No. 2 Irrigating Company, New Mercer Ditch Company, and Warren Lake Reservoir Company (commonly known collectively as the South Side Ditches ("SSD") that were changed in the decrees entered by the Water Court for Water Division 1 in Case No. 1992CW129 and Case No. 2005CW323.

2.4. "Glade Reservoir" is the planned water storage reservoir known by that name and described in the U.S. Army Corps of Engineers Record of Decision for NISP, dated December 9, 2022.

2.5. "Glade Inlet Facilities" are the various facilities that will be used to divert water from the Cache la Poudre River for delivery into Glade Reservoir, including: facilities to divert water from the river; canals, pipelines, pumps, and tunnels to convey the water to Glade Reservoir; and any forebays.

2.6. "Glade Outlet Facilities" are the various facilities that will be used to deliver water from Glade Reservoir to NISP Participants, through conveyance facilities and the Cache la Poudre River. For the purposes of this Agreement, the Glade Outlet Facilities do not include any additional outlet facilities that may need to be constructed specifically for delivery to Fort Collins.

2.7. "Glade Facilities" are Glade Reservoir, Glade Inlet Facilities, and Glade Outlet Facilities, as those terms are defined in this Agreement.

2.8. "NISP" is the Northern Integrated Supply Project, a water storage and distribution project owned and operated by Northern Water acting through the NISP Enterprise.

2.9. "NISP Allottees" are entities that have executed NISP Allotment Contracts with the NISP Enterprise.

2.10. "NISP Enterprise" is the Northern Integrated Supply Project Water Activity Enterprise, a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. §§ 37-45.1-101 et seq., owned by Northern Water.

2.11. "NISP Water" is water attributable to the NISP Water Rights.

2.12. "NISP Water Rights" are:

2.12.1 The Glade Water Rights, meaning the divided seven eighths (7/8) interest in the Grey Mountain Dam and Reservoir water right and the Cache la Poudre Forebay Dam and Reservoir water right decreed in and, as of the date of this Agreement, subject to the following decrees entered by the Colorado District Court, Water Division No. 1: 80CW355 (Aug. 20, 1985),

89CW122 (Aug. 9, 1995), 01CW197 (Nov. 8, 2005), 03CW405 (Jul. 21, 2006), 11CW242 (Aug. 7, 2013), 18CW3216 (Aug. 10, 2022), and 19CW3165 (Sept. 21, 2020). For purposes of this Agreement, the Glade Water Rights do not include the divided one eighths (1/8) interest in the Grey Mountain Dam and Reservoir and Cache la Poudre Forebay Dam and Reservoir water rights owned by the Cache la Poudre Water Users Association; and

2.12.2 The Galeton Water Rights, meaning the surface water rights, water storage rights, and appropriative rights of exchange that comprise the South Platte Water Conservation Project (SPWCP) and that were decreed in and, as of the date of this Agreement, are subject to the following decrees entered by the Colorado District Court, Water Division No. 1: 92CW130 (consolidated) (Nov. 28, 2005), 11CW241 (Oct. 17, 2013), 16CW3194 (Jun. 5, 2018), 18CW3216 (Aug. 10, 2022), and 19CW3199 (Aug. 3, 2021).

2.13. "Northern Water" is the Northern Colorado Water Conservancy District, a quasi-municipal entity and political subdivision of the State of Colorado.

2.14. "Other Water" is water diverted at the Glade Inlet Facilities and stored in Glade Reservoir but not yielded from the Glade Water Right, the diversion and storage into Glade Reservoir of which is subject to approval by the NISP Enterprise Board.

3. **CONDITIONS PRECEDENT.**

3.1. **Confirmation of Existing Authorizations.** The NISP Enterprise and Fort Collins agree to jointly seek confirmation from all local, state, and federal agencies that have approved, authorized, permitted, certified, or consulted on the construction and/or operation of NISP that the diversion, storage, and release of Fort Collins SSD Water as described herein is allowable under such approvals, authorizations, permits, certifications, or consultations. Unless otherwise agreed by the Parties in writing, the NISP Enterprise shall invoice Fort Collins, and Fort Collins shall reimburse the NISP Enterprise, for the consultant costs and expenses the NISP Enterprise incurs to obtain such confirmations, including costs incurred before execution of this Agreement. If any local, state, or federal agency determines that alteration, modification, amendment, reopening, or reconsideration of an approval, authorization, permit, certification, consultation, or other clearance is required to cover the diversion, storage, and release of Fort Collins SSD Water ("Additional Approvals"), then the NISP Enterprise may terminate this Agreement upon its sole judgment that such Additional Approvals could adversely impact or delay the NISP Enterprise's ability to construct or operate NISP. In such event, the NISP Enterprise shall give written notice of such termination to Fort Collins.

3.2. **Need for Additional Authorizations.** If any local, state, or federal agency determines that Additional Approvals are needed to divert, store, or release Fort Collins SSD Water as described herein, then the NISP Enterprise may determine in

its sole discretion whether to either terminate this Agreement as described in Paragraph 3.1 or to proceed with obtaining the Additional Approvals required. If the NISP Enterprise chooses to proceed, then the Parties will jointly seek such Additional Approvals and agree to confer regarding how to do so, including with respect to each Party's role in the required Additional Approvals process, with the understanding that, to the extent practicable, the NISP Enterprise will be the lead applicant or requesting party. Fort Collins acknowledges and agrees that diversion, storage, and release of Fort Collins SSD Water under the terms of this MOA shall be subject to any terms, conditions, or limitations included with any Additional Approvals obtained. Fort Collins may terminate this Agreement if, in its sole judgment, Fort Collins determines that such terms, conditions, or limitations are unacceptable, and/or if such Additional Approvals are challenged in a judicial action; provided, however, that Fort Collins will remain responsible for costs incurred up to the date of such termination to seek or obtain Additional Approvals. Unless otherwise agreed by the Parties in writing, the NISP Enterprise shall invoice Fort Collins, and Fort Collins shall reimburse the NISP Enterprise, for the costs the NISP Enterprise incurs to obtain Additional Approvals required to cover the diversion, storage, and release of Fort Collins SSD Water. In no event may Fort Collins proceed in seeking such Additional Approvals without the involvement of the NISP Enterprise, absent the NISP Enterprise's explicit consent otherwise.

3.3. **Documentation of Termination.** Upon termination of this Agreement by the NISP Enterprise or Fort Collins, the Parties shall coordinate and document termination .

3.4. **Current Mutual Understanding of the Parties.** This Agreement reflects the current mutual understanding and intent of the Parties. At such time as Fort Collins executes a NISP Allotment Contract, the Parties agree that this Agreement will automatically terminate and be superseded and replaced by a final agreement for the diversion, storage, and release of Fort Collins SSD Water to be executed at the same time as the execution of Fort Collins' NISP Allotment Contract. If Fort Collins does not execute a NISP Allotment Contract, then the Parties agree that this Agreement shall be automatically void and of no force and effect.

4. DIVERSION OF FORT COLLINS SSD WATER INTO GLADE RESERVOIR.

4.1. **Diversion of Fort Collins SSD Water Through Glade Inlet Facilities.** Fort Collins shall be entitled to the diversion and conveyance of Fort Collins SSD Water into and through the Glade Inlet Facilities by the NISP Enterprise for delivery into and storage in Glade Reservoir, subject to the terms and conditions of this Paragraph 4.

4.2. **Priority of NISP Water.** At times when the NISP Enterprise is using the full capacity of the Glade Inlet Facilities to divert NISP Water, Fort Collins will be entitled to the diversion of its pro rata share of NISP Water and shall not be entitled

to any diversion of the Fort Collins SSD Water into and through the Glade Inlet Facilities.

4.3. **Use of Excess Diversion Capacity.** At times when the NISP Enterprise is not using the full capacity of the Glade Inlet Facilities to divert NISP Water, Fort Collins may request that the NISP Enterprise divert Fort Collins SSD Water using such excess diversion capacity. The Parties agree that the right of NISP Allottees to divert Other Water using excess capacity in the Glade Inlet Facilities must be obtained by express authorization from the NISP Enterprise Board of Directors, and that the authorization included in this Agreement allows Fort Collins to do so only with respect to its Fort Collins SSD Water, subject to all of the terms herein. Fort Collins, and other NISP Allottees that have received express authorization to store Other Water in Glade Reservoir (if any), will have rights to such excess diversion capacity on a pro rata basis that corresponds to their pro rata allocation in NISP, provided that the subject water rights for such Other Water are in priority and Fort Collins, or the other authorized Allottees, have available storage capacity in Glade Reservoir. By way of illustration only, if there are 100 cfs of such excess diversion capacity and only Fort Collins (a 5% NISP participant for purposes of this illustration) requests that the NISP Enterprise use such excess diversion capacity to divert Fort Collins SSD Water, then the NISP Enterprise will use such 100 cfs of excess diversion capacity for Fort Collins, but if both Fort Collins (a 5% NISP participant for purposes of this illustration) and another authorized NISP Allottee (a hypothetical 15% NISP Allottee) request that it be used for their Other Water, then the NISP Enterprise will split such 100 cfs excess diversion capacity between them based on their pro rata allocation in NISP, with Fort Collins receiving 25 cfs and the other authorized NISP Allottee receiving 75 cfs. To the extent Fort Collins SSD Water is diverted using excess diversion capacity, Fort Collins shall pay the costs associated with such diversions as part of its obligations described in Paragraph 7.4.

5. STORAGE OF FORT COLLINS SSD WATER IN GLADE RESERVOIR.

5.1. **Storage of Fort Collins SSD Water.** Fort Collins shall be entitled to the percentage of the available storage capacity in Glade Reservoir that is equal to its pro rata allocation of storage pursuant to its NISP Allotment Contract. Fort Collins may, in its discretion and consistent with the terms of Paragraph 4 above, request that the NISP Enterprise divert Fort Collins SSD Water and/or Fort Collins NISP Water for storage in Fort Collins' pro rata allocation of storage in Glade Reservoir, which request shall not be unreasonably denied.

5.2. **NISP Water in Excess of Available Pro Rata Storage Capacity.** If the addition of Fort Collins NISP Water to Fort Collins' pro rata allocation of storage would cause the amount of water stored for Fort Collins to exceed its pro rata share of storage capacity in Glade Reservoir, then the excess NISP Water will instead be allocated under the terms of the NISP Allotment Contracts to other NISP Allottees with capacity to store NISP Water in Glade Reservoir.

5.3. **Fort Collins SSD Water in Excess of Available Pro Rata Storage Capacity.** If Fort Collins requests that the NISP Enterprise divert Fort Collins SSD Water for storage in Fort Collins' pro rata allocation of storage in Glade Reservoir and the addition of such Fort Collins SSD Water to Fort Collins' pro rata allocation of storage would cause the amount of water stored for Fort Collins to exceed its pro rata share of storage capacity in Glade Reservoir, then Fort Collins SSD Water will be accounted for as stored in Fort Collins' pro rata allocation of storage, and a like amount of Fort Collins NISP Water will be removed from Fort Collins' allocation and allocated under the terms of the NISP Allotment Contracts to other NISP Allottees with available capacity to store NISP Water in Glade Reservoir. Fort Collins may not store Fort Collins SSD Water in Glade Reservoir in an amount that exceeds its pro rata allocation of storage capacity therein. The right of Fort Collins or any other NISP Allottee to store water in Glade Reservoir in excess of its pro rata allocation of storage in Glade Reservoir must be obtained by express authorization from the NISP Enterprise Board of Directors.

6. **DELIVERY OF FORT COLLINS SSD WATER FROM GLADE RESERVOIR.**

6.1. **Delivery of Fort Collins SSD Water From Glade Outlet Facilities.** Fort Collins shall be entitled to the release of Fort Collins SSD Water out of the Glade Outlet Facilities. In the event orders of water by NISP Allottees exceed available delivery capacity at any point within the Glade Outlet Facilities, the available capacity at such point will be allocated among the NISP Allottees based on their respective pro rata allocations of capacity. Fort Collins can elect to use its pro rata allocation to deliver its SSD and/or NISP water during this event. The Parties agree to work together to investigate, plan, design, and implement the connection of the Glade Outlet Facilities to Fort Collins' own water conveyance and delivery infrastructure to meet Fort Collins' delivery requirements/needs. Construction of this infrastructure that connects to the Glade Outlet Facilities, and the costs therefor, will be borne by Fort Collins.

7. **OPERATIONS.**

7.1. **NISP Enterprise's Right to Operate.** The NISP Enterprise retains all rights to operate NISP and all associated responsibilities and obligations. Though Fort Collins shall be entitled to have its Fort Collins SSD Water diverted, stored, and released pursuant to this Agreement, nothing in this Agreement shall be interpreted as requiring or permitting Fort Collins or any other entity to operate or control NISP facilities.

7.2. **Standard Operating Procedures.** The Parties agree to develop Standard Operating Procedures ("SOPs") to further effectuate the use of the Glade Facilities to divert, store, and release the Fort Collins SSD Water. The SOPs shall include provisions ensuring that the diversion, storage, and release of Fort Collins SSD Water will not endanger public health and safety or compromise the NISP

Enterprise's ability to comply with and satisfy applicable law, regulation, or mitigation requirements. The Parties will, as necessary, cooperate in good faith to update the SOPs over time.

7.3. **Losses.** To the extent there are any losses in water volume from the Glade Facilities, the Fort Collins SSD Water shall bear a pro rata share of such losses based on the proportion of water in the Glade Facilities that is Fort Collins SSD Water.

7.4. **Costs.** Fort Collins shall pay the NISP Enterprise for all costs the NISP Enterprise incurs from use of the Glade Facilities to divert, store, and release Fort Collins SSD Water. Fort Collins acknowledges that costs are expected to be paid in advance based on the NISP Enterprise's annual estimates of anticipated expenses, to be drawn upon as costs are incurred. Details on the cost estimation, invoicing, and billing process will be the subject of future agreements or SOPs between the Parties. Fort Collins' obligation herein to pay costs associated with the use of the Glade Facilities to divert, store, and release Fort Collins SSD Water does not alter or eliminate any obligations of Fort Collins under the terms of the Twenty-Second Interim Participation Agreement.

7.5. **NISP Mitigation Requirements**. Fort Collins acknowledges and agrees that (1) it will bear a proportional share, based on its pro rata allocation in NISP, of NISP's responsibility to implement required mitigation measures, including the Conveyance Refinement (FW-04) described in the approved Fish and Wildlife Mitigation and Enhancement Plant (FWMEP) for NISP, and (2) the diversion, storage, and release of Fort Collins SSD Water using Glade Facilities shall not alter or diminish that proportional responsibility. The details regarding how Fort Collins will satisfy its proportional responsibility for NISP's required mitigation measures will, as appropriate, be defined in a final agreement for the diversion, storage, and release of Fort Collins SSD Water to be executed at the same time as execution of Fort Collins' NISP Allotment Contract.

8. **ADDITIONAL TERMS.**

8.1. **Effective Date.** This Agreement is effective as of the date stated above on the initial page.

8.2. **Term.** This Agreement is based on the Parties' mutual agreement at this time, but will terminate when Fort Collins signs its NISP Allotment Contract and will be replaced by the NISP Allotment Contract and a separate final agreement that addresses the diversion, storage, and release of Fort Collins SSD Water. The Parties also may agree to terminate this Agreement by mutual written agreement.

8.3. **Cooperation.** The Parties acknowledge that it is difficult to anticipate all of the activities, situations, regulatory and operational constraints, and other factors which may be relevant to each Party until a final NISP Allotment Contract is signed by all NISP Participants. Accordingly, the Parties agree that they will continue to work

together in good faith to reach a final agreement related to the diversion, storage, and release of Fort Collins SSD Water.

8.4. **Reallocation of Loans and Grants.** The Parties agree to take reasonable efforts to cooperatively explore the potential reallocation to NISP of grants or loans held or obtained by Fort Collins and previously contemplated for other water storage projects.

8.5. **Relationship of the Parties.** The Parties enter this Agreement as separate and independent entities and shall maintain such status at all times.

8.6. **No Third-Party Beneficiaries.** This Agreement is entered into between the Parties for the purposes set forth herein. It is the intent of the Parties that they are the only beneficiaries of this Agreement and the Parties are only benefitted to the extent provided under the express terms and conditions of this Agreement.

8.7. **Assignment.** No Party may assign any rights or delegate any duties under this Agreement without the written consent of all other Parties.

THE CITY OF FORT COLLINS, COLORADO, a Colorado municipal corporation

Dated:_____ By: _____
Kelly DiMartino, City Manager

ATTEST:

_____
City Clerk's Office
Printed Name: _____
Title: _____

APPROVED AS TO FORM:

_____
Eric Potyondy, Senior Assistant City Attorney

CITY OF FORT COLLINS WATER UTILITY ENTERPRISE,

Dated:_____ By: _____
Emily Francis, Mayor
Ex-Officio President

ATTEST:

_____
City Clerk's Office
Printed Name: _____
Title: _____

APPROVED AS TO FORM:

_____
Eric Potyondy, Senior Assistant City Attorney

NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE

Date: _____

By: _____
Brad Wind, General Manager

ORDINANCE NO. 148, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
TRANSFERRING UNEXPENDED AND UNENCUMBERED
APPROPRIATION OF THE HALLIGAN CAPITAL PROJECT TO
THE WATER FUND OPERATING (LAPSING) BUDGET FOR
PARTICIPATION IN THE NISP TWENTY-SECOND INTERIM
AGREEMENT AND PAYMENT OF ADDITIONAL PARTICIPATION
ANALYSIS EXPENSES INCURRED BY THE NORTHERN
COLORADO WATER CONSERVANCY DISTRICT

A. The City owns and operates a water utility that provides water service to customers in its service area and delivers water pursuant to various other contractual arrangements.

B. The City has determined that it needs additional water supplies and water storage for various reasons, including for drought protection, climate resilience, and to meet projected demands.

C. The City previously determined that the enlargement of Halligan Reservoir could meet the City's needs for additional water supplies and water storage. Beginning in the late 1980s, the City began to work on a project for the enlargement of the existing Halligan Reservoir ("Halligan Enlargement Project"), which includes the enlargement of the reservoir as well as related sub-projects and tasks. *See, e.g.,* City Council Resolution 87-161; Water Utility Enterprise Resolution No. 1.

D. The enlargement of Halligan Reservoir would require a permit under Section 404 of the Clean Water Act ("404 Permit") from the U.S. Army Corps of Engineers ("Corps"). The City thus filed an application to the Corps for a 404 Permit in 2006. The Corps labeled its project stemming from the application as the "Halligan Water Supply Project," which includes an evaluation of the City's purpose and need, alternatives to meet that purpose and need, and the environmental impacts of the various alternatives. The Halligan Water Supply Project remains in the federal permitting process.

E. It has become increasingly questionable whether the Corps will issue a 404 Permit for the enlargement of Halligan Reservoir as currently contemplated in the Halligan Water Supply Project permitting proceedings pending before the Corps. Moreover, rising construction and permitting costs have made the enlargement of Halligan Reservoir increasingly difficult from a financial perspective.

F. The City has thus explored alternative means to meet the City's needs for additional water supplies and water storage. This has included exploring potential participation in the project of the Northern Colorado Water Conservancy District ("Northern Water") known as the Northern Integrated Supply Project ("NISP"), which includes Glade Reservoir.

G. The City has determined that its potential participation in NISP could meet the City's needs for additional water supplies and water storage at a reasonable cost if the City is also able to store water attributable to some of the City's own water rights in Glade Reservoir. At this time, the City desires to be able to store in Glade Reservoir water attributable to the water rights represented by the City's shares in the so-called "Southside Ditches" companies (Arthur Irrigation Company, Larimer County Canal No. 2 Irrigating Company, New Mercer Ditch Company, and Warren Lake Reservoir Company), which were changed in Water Court Case No. 1992CW129 and Case No. 2005CW323, Division 1.

H. The City has worked to negotiate better outcomes for the Poudre River throughout the duration of the NISP permitting process and presently participates in the NISP adaptive management regional stakeholder committee. As a NISP participant, the City would continue to advocate for the health of the river and financially support a proportional share of the Poudre River Improvement Fund and required NISP environmental mitigation projects, many of which are located along the main stem of the Poudre River through town.

I. The City (both the City and its Water Utility Enterprise) and the Northern Integrated Supply Project Water Activity Enterprise, a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. §§ 37-45.1-101 et seq., owned by the Northern Colorado Water Conservancy District ("NISP Enterprise"), have thus negotiated the Twenty-Second Interim Agreement with the Northern Integrated Supply Project Water Activity Enterprise for Participation in the Northern Integrated Supply Project ("Interim Participation Agreement") and a Memorandum of Agreement ("Storage Agreement"), which are the subject of Resolution 2026-120. The City will thus become a NISP participant and seek to store water attributable to some of the City's own water rights in Glade Reservoir.

J. Under the Interim Participation Agreement, the City will incur an obligation to pay $766,154.

K. Under the Storage Agreement, the City will incur certain obligations to reimburse the NISP Enterprise for various costs and expenses, including those related to investigations related to the storage of water attributable to some of the City's water rights in Glade Reservoir, which is currently $115,649.

L. The City may therefore no longer need to pursue the Halligan Water Supply Project in the pending proceedings for a 404 Permit before the Corps. The City's resources would be better spent pursuing NISP to confirm its feasibility.

M. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of furthering the City's efforts to acquire additional water supplies and water storage for drought protection, climate resilience, and to meet projected demands.

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

O. The City Manager has recommended the transfer of $881,803 from the Water Fund Halligan Capital Project account budget to the Water Fund Operating budget and determined that the purpose for which the funds were initially appropriated no longer exists.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that the unexpended and unencumbered appropriated amount of EIGHT HUNDRED EIGHTY-ONE THOUSAND EIGHT HUNDRED THREE DOLLARS ($881,803) is authorized for transfer from the Halligan capital project account in the Water Fund to the Operating account in the Water Fund and appropriated therein to be expended for 2026 participation obligation under the Interim Participation Agreement and a one-time payment by Water Utilities for obligations under the Storage Agreement.

Introduced, considered favorably on first reading on October 20, 2026, and approved on second reading for final passage on November 3, 2026

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: November 13, 2026
Approving Attorney: Eric Potyondy

Exhibit: None.