

Fort Collins City Council Agenda

Regular Meeting

6:00 p.m., Tuesday, September 17, 2024

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

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

NOTICE:

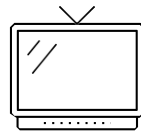
Regular meetings of the City Council are held on the 1st and 3rd Tuesdays of each month in the City Council Chambers. Meetings are conducted in a hybrid format, with a Zoom webinar in addition to the in person meeting in Council Chambers.

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

How to view this Meeting:



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



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



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



Meetings are livestreamed on the City's website, fcgov.com/fctv

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

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



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

Comment in real time:

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



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



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

Full instructions for online participation are available at fcgov.com/councilcomments.

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

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

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

Call in number: 720 928 9299

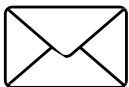
Meeting ID: 982 4141 6497

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

Submit written comments:



Email comments about any item on the agenda to cityleaders@fcgov.com



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

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

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



City Council Regular Meeting Agenda

September 17, 2024 at 6:00 PM

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

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

Carrie Daggett
City Attorney

Kelly DiMartino
City Manager

Delynn Coldiron
City Clerk

Spanish interpretation will be available for all budget related meetings.

PROCLAMATIONS & PRESENTATIONS 5:00 PM

A) PROCLAMATIONS AND PRESENTATIONS

- [PP 1.](#) Declaring the Week of September 15-21 as Fort Collins Co-Responders Week.
- [PP 2.](#) Declaring the Week of September 17-23 as Constitution Week.
- [PP 3.](#) Declaring the Week Leading up to the Games on Saturday, September 27, 2024 as Canvas Community Classic Week.
- [PP 4.](#) Declaring the Month of October 2024 as National Preparedness Month.

REGULAR MEETING 6:00 PM

B) CALL MEETING TO ORDER

C) PLEDGE OF ALLEGIANCE

D) ROLL CALL

E) CITY MANAGER'S AGENDA REVIEW

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

F) COMMUNITY REPORTS - None.

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

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

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

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

H) PUBLIC COMMENT FOLLOW-UP

I) COUNCILMEMBER REMOVAL OF ITEMS FROM CONSENT CALENDAR FOR DISCUSSION

CONSENT CALENDAR

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

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

1. Consideration and Approval of the Minutes of the August 20, 2024, and September 3, 2024, Regular Meetings.

The purpose of this item is to approve the minutes of the August 20, 2024, and September 3, 2024, regular meetings.

2. Second Reading of Ordinance No. 124, 2024, Appropriating Prior Year Reserves in the General Fund and Authorizing Transfer of Appropriations to the Recreation Fund for the Purchase of a Bus for Use by the Recreation Department’s Childcare Programs.

This Ordinance, unanimously adopted on First Reading on September 3, 2024, appropriates funds designated for childcare projects to purchase a full-size bus committed to Recreation Department’s childcare programs.

3. Second Reading of Ordinance No. 125, 2024, Making Supplemental Appropriation from the Colorado Auto Theft Prevention Authority Grant for the Fort Collins Police Services Property Crimes Unit.

This Ordinance, unanimously adopted on First Reading on September 3, 2024, supports the Fort Collins Police Services’ Property Crimes Unit by appropriating \$50,000 of unanticipated grant revenue awarded by the Colorado State Patrol.

In July 2024 the Colorado State Patrol awarded Fort Collins Police Services \$50,000 in capacity as a partner agency of the Beat Auto Theft Through Law Enforcement (BATTLE) Task Force. The \$50,000 award is under the BATTLE program’s FY25 cycle. These state funds will be used for overtime pay for Fort Collins Police Services personnel to support multiagency and multijurisdictional BATTLE operations to identify, interdict, investigate, enforce, and prosecute motor vehicle theft-related crimes.

4. Second Reading of Ordinance No. 126, 2024, Appropriating Prior Year Reserves in the General Fund for the Grocery Tax Rebate Program.

This Ordinance, unanimously adopted on First Reading on September 3, 2024, appropriates \$442,460 from General Fund reserves to fulfill the FY2024 Grocery Tax Rebate Program rebate and personnel budget obligations.

5. Second Reading of Ordinance No. 127, 2024, Appropriating Unanticipated Philanthropic Revenue Received by City Give for Various Programs and Services as Designated by the Donors.

This Ordinance, unanimously adopted on First Reading on September 3, 2024, appropriates \$189,390 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.

6. Second Reading of Ordinance No. 128, 2024, Amending the City Plan Structure Plan Map in Conformance with the East Mulberry Plan Update.

This Ordinance, unanimously adopted on First Reading on September 3, 2024, updates the Structure Plan Map following the recommended Place Type changes outlined in the East Mulberry Plan. The proposed changes encompass approximately 500 acres and reflect the changes previously presented and discussed with the Planning and Zoning Commission leading up to the adoption of the East Mulberry Plan in December 2023. Proposed changes are summarized in the following sections of this report and do not deviate from what was included within the adopted version of the 2023 East Mulberry Plan.

7. Second Reading of Ordinance No 129, 2024, Making Supplemental Appropriations and Authorizing Transfers of Appropriations for the William Neal and Ziegler Intersection Improvements Project and Related Art in Public Places.

This Ordinance, unanimously adopted on First Reading on September 3, 2024, enables the City to receive and expend federal Transportation Alternatives Program (“TAP”) funds and local funds for the William Neal and Ziegler Intersection Improvements Project (the “Project”). The funds will be used to design and install an at-grade bicycle and pedestrian crossing at the intersection of William Neal Parkway and Ziegler Road. It is anticipated that a new at-grade crossing at this intersection will provide a safe crossing point between the Rendezvous Trail and Rigden Farm to the west and the Poudre River Trail extension and the future East Community Park to the east.

If approved, the item will: 1) authorize the Mayor to execute an intergovernmental agreement (“IGA”) for the Project with the Colorado Department of Transportation (“CDOT”); 2) appropriate \$603,624 of TAP grant funds for the Project; 3) move previously appropriated matching funds from the Sustainable Funding 2050 Tax and Community Capital Improvement Program (CCIP) Bicycle Program for the Project; and 4) appropriate funds to the Art in Public Places (APP) program.

8. Second Reading of Ordinance No. 130, 2024, Making Supplemental Appropriations of Prior Year Reserves and Highway Safety Improvement Program Grant Funds and Authorizing Transfers for the Signal Upgrades Project and Related Art in Public Places.

This Ordinance, unanimously adopted on First Reading on September 3, 2024, enables the City to receive and expend federal Highway Safety Improvement Program (“HSIP”) funds and local funds for the Signal Upgrades Project (the “Project”). The funds will be used to enhance and upgrade traffic signals at up to thirty-one locations throughout the City. It is anticipated that the traffic signal upgrades will increase safety and reduce crashes and injuries at these locations.

If approved, the item will: 1) authorize the Mayor to execute an intergovernmental agreement (“IGA”) for the Project with the Colorado Department of Transportation (“CDOT”); 2) appropriate \$606,410 of HSIP grant funds for the Project; 3) appropriate matching funds from the Transportation Services funds reserves, 4) move previously appropriated matching funds from the Transportation Services fund for the Project; and 5) appropriate funds to the Art in Public Places (“APP”) program.

9. Second Reading of Ordinance No. 131, 2024, Authorizing the Conveyance of Property Rights Relating to the Acquisition of Property in the Loveland Community Separator.

This Ordinance, unanimously adopted on First Reading on September 3, 2024, authorizes an Intergovernmental Agreement (IGA) with Larimer County and the City of Loveland for the Prairie Ridge Addition. The Project will conserve 142-acres in fee adjacent to Prairie Ridge Natural Area in the Loveland Community Separator. The Ordinance will authorize the conveyance of a conservation easement on the property and a farming lease over the Prairie Ridge property.

10. Second Reading of Ordinance No. 132, 2024, Making Supplemental Appropriations 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 September 3, 2024, enables the City to receive and expend federal Highway Safety Improvement Program (“HSIP”) funds and local funds for the Pedestrian Intersection Improvements Project (the “Project”). The funds will be used to design and install pedestrian improvements at five locations. It is anticipated that these improvements will improve bicycle and pedestrian safety by reducing crashes.

If approved, the item will: 1) authorize the Mayor to execute an intergovernmental agreement (“IGA”) for the Project with the Colorado Department of Transportation (“CDOT”); 2) appropriate \$1,250,326 of HSIP grant funds for the Project; 3) move previously appropriated matching funds from the Community Capital Improvement Program (“CCIP”) Bicycle Program and Transportation Services Fund for the Project; and 4) appropriate funds to the Art in Public Places (“APP”) program.

11. Second Reading of Ordinance No. 133, 2024, Making Supplemental Appropriations and Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for the Mulberry Street Traffic Signal Synchronization Project and Related Art in Public Places.

This Ordinance, unanimously adopted on First Reading on September 3, 2024, enables the City to receive and expend federal Congestion Mitigation and Air Quality (“CMAQ”) Improvement Program funds and local funds for the Mulberry Street Traffic Signal Synchronization Project (the “Project”). The funds will be used to gather and evaluate data for existing conditions and install adaptive signal system equipment at appropriate intersections on East Mulberry Street between College Avenue and Greenfields Court. It is anticipated that the synchronization of traffic signals along this corridor will reduce congestion and improve air quality.

If approved, the item will: 1) authorize the Mayor to execute an intergovernmental agreement (“IGA”) for the Project with the Colorado Department of Transportation (“CDOT”); 2) appropriate \$440,000 of CMAQ grant funds for the Project; 3) appropriate matching funds from the Transportation Services Funds Reserves for the Project; and 4) appropriate funds to the Art in Public Places (APP) program.

12. Items Pertaining to the Annual Adjustment Ordinance.

A. First Reading of Ordinance No. 134, 2024, Making Supplemental Appropriations in Various City Funds.

B. First Reading of Ordinance No. 135, 2024, Appropriating Prior Year Reserves in Various City Funds.

C. First Reading of Ordinance No. 136, 2024, Authorizing Transfers of Appropriations in Various City Funds.

D. First Reading of Ordinance No. 137, 2024, Authorizing Transfer of Appropriations for the Fossil Creek Trail Spur Project.

The purpose of these Annual Adjustment Ordinances is to appropriate additional revenues or prior year reserves that need to be appropriated before the end of the year to cover related expenses that were not anticipated, and therefore, not included in the 2024 annual budget appropriation. The additional revenue is primarily from fees, charges for service, rents, contributions, donations, and grants that have been paid to City departments to offset specific expenses.

13. First Reading of Ordinance No. 138, 2024, Appropriating Unanticipated Philanthropic Revenue Received by City Give for the Parks Department Designated Toward Improvements at Veterans Plaza of NoCo, Spring Canyon Community Park.

The purpose of this item is to request an appropriation of \$25,050 in philanthropic revenue received by City Give to be used for improvements at the Veterans Plaza in Spring Canyon Community Park.

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.

14. Resolution 2024-118 Authorizing an Intergovernmental Agreement Between the Alternative Sentencing Department of Larimer County, Colorado, for use of Alternative Sentencing in Municipal Court.

The purpose of this item is to authorize an intergovernmental agreement (the “IGA”) with the Alternative Sentencing Department of Larimer County so that prosecutors have the option to use these programs in plea agreements and municipal judges have the option of sentencing defendants to work release, mid-week, and weekender programs.

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.

15. Public Hearing #1 on the 2025-26 Recommended Budget for the City of Fort Collins.

This is the first public hearing on the City Manager’s 2025-26 Recommended Budget for the City of Fort Collins. The purpose of this public hearing is to gather public input on the 2025-26 budget. To receive further public input, a second public hearing is scheduled for Council’s Tuesday, October 1, 2024, regular meeting at 6:00 p.m. in Council Chambers with the option for remote participation through the online Zoom meeting platform. Both hearings were set by Council adoption of Resolution 2024-116 at its September 3, 2024, meeting. The City Manager’s 2025-26 Recommended Budget can be reviewed at the City Clerk’s Office by appointment only and online at fcgov.com/budget.

Spanish interpretation will be available at all 2025-2026 budget related meetings.

16. Resolution 2024-119 Approving the Second Amended and Restated Intergovernmental Agreement Establishing the Poudre Fire Authority.

The purpose of this item is to seek approval of an amended and restated Intergovernmental Agreement (“IGA”) establishing the Poudre Fire Authority (the “Authority”) between the City of Fort Collins (the “City”) and the Poudre Valley Fire Protection District (the “District”). This includes the Funding Formula and Revenue Allocation Formula, and Support Services provided by the City to the Authority and by the Authority to the City.

P) RESUMED PUBLIC COMMENT (if necessary)

Q) OTHER BUSINESS

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

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

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:

PP 1. Declaring the Week of September 15-21 as Fort Collins Co-Responders Week.



PROCLAMATION

WHEREAS, Fort Collins, along with the State of Colorado, and the USA, have continued to address the issue of mental illness and substance use; and

WHEREAS, mental illness, substance addiction, and co-occurring conditions often lead to homelessness, criminal charges, and arrests as well as expensive and less effective jail housing, broken families, suicide, assaults, and the many issues created by mental illness, substance use are community problems; and

WHEREAS, many communities, towns, cities, counties and states have realized the need for additional resources to address these issues and specifically when individual persons are experiencing crisis situations, including those in the City of Fort Collins, have identified the promising emerging practice and effective program called Co-Response; and

WHEREAS, co-response is defined as pairing a crisis-trained mental health professional with a first responder, who respond as a team to collaboratively intervene in varying levels of crisis with the goal of diverting individuals from arrest and jail, diverting individuals from emergency department visits, and connecting those individuals in crisis with necessary and effective resources; and

WHEREAS, the City of Fort Collins operates multiple Co-Responder units comprised of specially trained first responders from Fort Collins Police Services and mental health professionals from UC Health, comprise the Mental Health Response Team (MHRT); and

NOW, THEREFORE, I, Jeni Arndt, Mayor of the City of Fort Collins, do hereby proclaim the week of September 15 - September 21, as

NATIONAL CO-RESPONDER AND CRISIS RESPONDER WEEK

to express our appreciation and gratitude for all co-responders and crisis mental health professionals working in the City of Fort Collins.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Fort Collins this 17th day of September, 2024.

Mayor

ATTEST:

City Clerk

File Attachments for Item:

PP 2. Declaring the Week of September 17-23 as Constitution Week.



PROCLAMATION

WHEREAS, it is the privilege and duty of the American people to commemorate the two hundred and thirty-sixth anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week; and

NOW, THEREFORE, I, Jeni Arndt, Mayor of the City of Fort Collins, do hereby proclaim September 17-23, 2024, as

CONSTITUTION WEEK

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Fort Collins this 17th day of September, 2024.

Mayor

ATTEST:

City Clerk

File Attachments for Item:

PP 3. Declaring the Week Leading up to the Games on Saturday, September 27, 2024 as Canvas Community Classic Week.



PROCLAMATION

WHEREAS, the Canvas Community Classic was established in 2022, bringing together students, families, faculty, staff and supporters of Poudre School District; and

WHEREAS, the Canvas Community Classic has become a showcase event for the northern Colorado community, where each elementary, middle and high school of Poudre School District is given the opportunity to participate in game day events at Canvas Stadium; and

WHEREAS, Poudre School District is the 8th largest in the state of Colorado; and has approximately 30,000 students and more than 5,000 faculty and staff members across 54 schools, making it one of Fort Collins' largest employers; and

WHEREAS, Poudre School District began in 1866 and continues to strive to provide educational and extracurricular activities to any and all students, and offers a wide range of opportunities for its students; and

WHEREAS, Canvas Credit Union was founded in 1938 and since its founding 86 years ago CCU has continued to invest in the communities in which it serves and is known as leader in those communities and known for its heart; and

WHEREAS, Canvas Credit Union will present six Poudre School District high schools with \$5,000 each, a combined total of \$30,000 through the Community Classic this year; and

WHEREAS, the Canvas Community Classic displays the strong and growing partnership between Poudre School District and Canvas Credit Union and reflects the values embraced by the City of Fort Collins and its residents.

NOW, THEREFORE, I, Jeni Arndt, Mayor of the City of Fort Collins, do hereby proclaim this as Canvas Community Classic Week, the week leading up to the games on September 27, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Fort Collins this 17th day of September, 2024.

Mayor

ATTEST:

City Clerk

File Attachments for Item:

PP 4. Declaring the Month of October 2024 as National Preparedness Month.



PROCLAMATION

WHEREAS, September 2024 is recognized as “National Preparedness Month” and creates an opportunity for everyone to prepare their homes, businesses, and community for any type of emergency, including natural disasters, pandemics and potential terrorist attacks; and

WHEREAS, investing in the preparedness of ourselves, our families, businesses, and community can reduce losses and economic devastation in our community and in our nation; and

WHEREAS, the theme of this year's National Preparedness Month is "Start a conversation." This month, all community members are encouraged to bolster their readiness in the event of a crisis; and

WHEREAS, the City of Fort Collins “FC Ready” Campaign, and other federal, state, local, tribal, territorial, private, and volunteer agencies supporting public activities in preparing for emergencies and to educate individuals on how to take action; and

WHEREAS, emergency preparedness is the responsibility of every resident and business owner in the City of Fort Collins, and everyone is urged to make preparedness a priority and work together as a team to ensure that individuals, families, and the community is prepared for disasters and emergencies of any type; and

NOW, THEREFORE, I, Jeni Arndt, Mayor of the City of Fort Collins, do hereby proclaim the month of September 2024, as

NATIONAL PREPAREDNESS MONTH

and encourages all residents and businesses to develop their own emergency preparedness plan, and work together toward creating a more prepared society.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Fort Collins this 17th day of September, 2024.

Mayor

ATTEST:

City Clerk

File Attachments for Item:

1. Consideration and Approval of the Minutes of the August 20, 2024, and September 3, 2024, Regular Meetings.

The purpose of this item is to approve the minutes of the August 20, 2024, and September 3, 2024, regular meetings.

September 17, 2024



AGENDA ITEM SUMMARY

City Council

STAFF

Delynn Coldiron, City Clerk

SUBJECT

Consideration and Approval of the Minutes of the August 20, 2024, and September 3, 2024, Regular Meetings.

EXECUTIVE SUMMARY

The purpose of this item is to approve the minutes of the August 20, 2024, and September 3, 2024, regular meetings.

STAFF RECOMMENDATION

Staff recommends approval of the minutes.

ATTACHMENTS

1. Draft Minutes, August 20, 2024
2. Draft Minutes, September 3, 2024

August 20, 2024

COUNCIL OF THE CITY OF FORT COLLINS, COLORADO

Council-Manager Form of Government

Regular Meeting – 6:00 PM

**PROCLAMATIONS AND PRESENTATIONS
5:00 PM**

A) PROCLAMATIONS AND PRESENTATIONS

PP 1. **Declaring August 26, 2024 as Women's Equality Day.**

PP 2. **Declaring August 17, 2024 International Homeless Animals Day.**

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

**REGULAR MEETING
6:00 PM**

B) CALL MEETING TO ORDER

Mayor Pro Tem Emily Francis called the regular meeting to order at 6:00 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 Pro Tem Emily Francis led the Pledge of Allegiance.

D) ROLL CALL

PRESENT

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

ABSENT

- Mayor Jeni Arndt - excused
- Councilmember Melanie Potyondy - excused

STAFF PRESENT

- Deputy City Manager Tyler Marr
- City Attorney Carrie Daggett
- City Clerk Delynn Coldiron

E) CITY MANAGER'S AGENDA REVIEW

Item 1.

Deputy City Manager Tyler Marr provided an overview of the agenda. There were 26 items on the Consent Agenda and three discussion items, including:

- Ordinance approving reserves for a civic assembly process related to Hughes Stadium site.
- Ordinance banning the retail sale of puppies and kittens.
- Resolution to appoint a member to the Affordable Housing Board.

F) COMMUNITY REPORTS

None.

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

All participants were given two minutes for comment.

Mary Roberts spoke in support of the ordinance banning the retail sale of puppies and kittens.

Cherie Trine requested the Hughes Stadium land be given back to the indigenous people. Trine also expressed disappointment there will be no report on peaceful protest training for Police.

Barbara Krupnik-Goldman opposed Platte River Power Authority (PRPA) building a new gas-powered plant and spoke of the escalating climate crisis.

Sam Killmeyer opposed PRPA building a new gas-powered plant and investing in more fossil fuel production. Killmeyer also opposed the City's elected officials voting in support of the plant.

Kevin Cross provided information opposed to PRPA's presentation related to solar costs and stated PRPA can now build its own solar facilities without having to cover profits going to a third party.

Sue McFadden spoke about PRPA and requested a third party evaluate the IRP and the gas plant. McFadden stated the 100% renewable energy goal is doable and should not be aspirational, and there is enough baseload power to join the southwest power pool.

Fred Kirsch, Fort Collins Community for Sustainable Energy, opposed PRPA building a new gas-powered plant and agreed the City should get another opinion related to the IRP efforts.

Leslie Walker expressed concern about the requirement for City residents to get new trashcans as part of the new single hauler program.

Mary Wilkinson spoke in support of the ordinance banning the retail sales of puppies and kittens.

Scott Carman spoke in support of the ordinance banning the retail sales of puppies and kittens. Carman shared information on the puppy mills that supply Pet City.

Cara Thorson spoke in support of the ordinance banning the retail sales of puppies and kittens. Thorson shared information about pop-up puppy and kitten sales in parking lots and out of vehicles that currently are not regulated and encouraged a ban for these as well.

Ella Tyrrell spoke in support of the ordinance banning the retail sales of puppies and kittens. Tyrrell shared information about local breeders who practice humane practices and support the community and stated these, as well as local shelters, provided a much better way to find a pet.

Mickey Pardo spoke in support of the ordinance banning the retail sales of puppies and kittens. Pa Item 1.
spoke about medical issues that exist in pets from mills and pet store fraud related to the issue.

Jennifer Litzau spoke in support of the ordinance banning the retail sales of puppies and kittens. Litzau shared a story about a wire fox terrier in Pet City that came from a puppy mill in Nebraska and discussed the poor conditions that exist for pets in pet stores.

Sarah Swanty, Animal Friends Alliance, spoke in support of the ordinance banning the retail sales of puppies and kittens stating this is a way for Council to support the health and welfare of pets in this community. Swanty stated more people need to consider adoption versus buying and noted several homeless dogs are currently available.

Roland Halpern, Colorado Voters for Animals, spoke in support of the ordinance banning the retail sales of puppies and kittens. Halpern encouraged adoption over purchasing and spoke to health issues that result from mills.

Molly Obert, Until They're Home, spoke in support of the ordinance banning the retail sales of puppies and kittens. Obert stated that eight states have recently adopted similar legislation, and it is becoming more common.

Ashley Waddel spoke in support of the ordinance banning the retail sales of puppies and kittens and shared examples of businesses that have adapted to similar bans, including shifting to grooming services, providing services to help shelters and rescues find forever homes for homeless pets, and providing food and supplies.

Dani McCoy opposed the ordinance banning the retail sales of puppies and kittens without significant changes to what has been written. McCoy stated this does nothing to take care of the bad actors in this space and would result in retail stores having to shut down. McCoy concurred mills should be regulated but opposed an overly broad ordinance.

Silen Wellington spoke in support of giving the Hughes Stadium property back to the indigenous people stating this would give Fort Collins the chance to right a previous wrong while helping the entire community.

G Inguabta spoke in support of giving the Hughes Stadium property back to the indigenous people stating this would give Fort Collins the chance to right a previous wrong. Inguabta mentioned the beautiful plans for the property.

Kimberly Conner spoke in support of a ceasefire resolution and shared some educational resources related to this. Conner also spoke in support of giving the Hughes Stadium property back to the indigenous people.

Nicole Wilson spoke in support of the ordinance banning the retail sales of puppies and kittens stating there are a wide variety of people in the community who are concerned about this. Wilson stated the adoption of the ordinance would hopefully set a precedent for other municipalities in this regard.

Tory Pappas shared concerns about current Poudre School District policies and funding inequities. Pappas stated there should be a routine review of school boundaries that includes PSD, City staff, families, and Safe Routes to School. Pappas expressed concern about the superintendent agreeing to provide transportation for students to schools of choice stating this would hurt neighborhood schools.

Christinia Eala spoke in support of giving the Hughes Stadium property back to the indigenous people. Eala commented on the landscape and property improvements they want to do and stated the space would provide a location for religious ceremonies.

Edward Behan spoke in opposition to PRPA's decision to move forward with an aeroderivative gas turbine and stated there are other alternatives to help fill the gap during dark calm moments that should be considered. Behan stated that he retired here in 2016 and was drawn here due to community efforts to be carbon free.

Kristin Candella, Habitat for Humanity Director, stated she came straight from a ribbon cutting for a new Habitat for Humanity home thanks to the generosity of neighbors helping neighbors. Candella thanked Council for having a vision in this space and making changes to land use codes that support affordable housing.

Ari Powers opposed the civic assembly process stating it could have the unintended consequence of underrepresenting the voices of black, indigenous, or other people of color. Powers stated the process has already been expensive and suggested the funds could be used in better ways. Powers expressed support for Council giving the land back to the indigenous people.

Linda Vescio spoke about living in a community that is as sustainable as possible and expressed concern about the new requirement for a second set of trashcans for duplexes which have previously shared bins. Vescio opposed being charged to opt out of a service the neighborhood has never had nor needed and questioned how the City expects the residents to keep the bins out of site when there will now be twice as many. Additionally, Vescio questioned how penalizing the residents for producing less trash supports Fort Collins' sustainability goals. Vescio urged the City not to charge them for unneeded trash cans.

Andre Dunn spoke in support of returning the Hughes Stadium property back to the indigenous people and thanked all who have spoken before him related to this topic.

Richard Viktorin spoke about being brutally assaulted in a parking lot behind 120 West Laurel Street four years ago and stated the Police have yet to investigate the assault. Additionally, Viktorin spoke in support of the ordinance banning the retail sales of puppies and kittens.

Elizabeth Hudetz shared concerns about air quality monitoring and PRPA's decision to move forward with another gas-powered plant.

Public comment concluded at 7:11 p.m.

H) PUBLIC COMMENT FOLLOW-UP

Councilmember Pignataro asked about the date of the next PRPA meeting. Deputy City Manager Marr replied there is a Board meeting a week from Thursday and public comment is allowed at every meeting. Councilmember Pignataro encouraged those who spoke on PRPA to attend and speak at that meeting.

Councilmember Pignataro congratulated the new Habitat for Humanity homeowner and encouraged community members to get involved in the organization.

Councilmember Pignataro asked why the Revive neighborhood was unable to be exempted from the single hauler trash contract. Deputy City Manager Marr replied the neighborhood falls under the new waste contract because there are fewer than eight units per building; however, staff is monitoring the situation and will make changes as needed.

Mayor Pro Tem Francis asked if the provision that allows people to share trash and be exempt from the opt out fee would apply to this situation. Deputy City Manager Marr replied staff could get Council and the residents additional information.

Councilmember Pignataro requested additional information on the Poudre School District's plan to transport bus students to schools of choice and on the collaboration opportunities Council has with the District. Mayor Pro Tem Francis asked about the status of a study between the City and PSD related to sharing buses. Deputy City Manager Marr replied staff would provide follow up.

Item 1.

Councilmember Ohlson stated he hopes Council would consider a resolution urging PRPA to have an objective third-party evaluation of the proposed new gas plant. Additionally, he echoed the questions related to PSD bussing and the impact of school of choice on neighborhood schools.

Councilmember Gutowsky requested some follow up from staff regarding why the assault mentioned by Richard Viktorin was not investigated. Deputy Police Chief Yeager stated the case was investigated and presented to the District Attorney; however, the District Attorney's Office did not believe there was sufficient evidence to reach a successful prosecution and therefore, there is no further action for the Police Department to take. Deputy Police Chief Yeager provided Viktorin with a case number for record access.

I) COUNCILMEMBER REMOVAL OF ITEMS FROM CONSENT CALENDAR FOR DISCUSSION

No items were pulled.

J) CONSENT CALENDAR

1. Consideration and Approval of the Minutes of the July 2, 2024, and the July 16, 2024 Regular Meetings.

The purpose of this item is to approve the minutes of the July 2, 2024, and July 16, 2024 regular meeting.

Approved.

2. Items Relating to Golf Enterprise Expenses.

A. Second Reading of Ordinance No. 100, 2024, Appropriating Prior Year Reserves for the Golf Enterprise.

B. Second Reading of Ordinance No. 101, 2024, Appropriating Prior Year Reserves in the Golf Fund for the Replacement of Necessary Systems at the Southridge and Collindale Golf Courses.

These Ordinances, unanimously adopted on First Reading on July 16, 2024, appropriate the amount of \$730,930 from Golf Fund Reserves for necessary system replacement and an appropriation of \$350,000 from unanticipated excess revenue to the 2024 budget to address the additional costs in Golf primarily related to higher revenues.

Adopted on Second Reading.

3. Second Reading of Ordinance No. 102, 2024, Appropriating Prior Year Reserves in the Conservation Trust Fund for Park Planning and Development Funding Community Bike Park Feasibility and Community Engagement.

This Ordinance, unanimously adopted on First Reading on July 16, 2024, appropriates \$70,000 to Park Planning and Development to conduct a community-scale bike park feasibility study as directed by Council at the June 11 Work Session. The feasibility study will include an evaluation of potential bike park locations, associated capital and on-going costs, identification of park amenities and features, and a community engagement process. This item is in response to public input from the 2021 Parks and Recreation Plan: Recreate, and recent significant community input.

Adopted on Second Reading.

- 4. **Second Reading of Ordinance No. 103, 2024, Appropriating Philanthropic Revenue Received by City Give for the Renovation of the Historic Carnegie Library as Designated by the Donor.**

This Ordinance, unanimously adopted on First Reading on July 16, 2024, appropriates \$100,000 in philanthropic revenue received by City Give for The Community Center for Creativity as designated by the donor.

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

Adopted on Second Reading.

- 5. **Second Reading of Ordinance No. 104, 2024, Appropriating Unanticipated Revenue in the Cultural Services and Facilities Fund for Artist and Musicians’ Fees for Shows at the Lincoln Center.**

This Ordinance, unanimously adopted on First Reading on July 16, 2024, appropriates the amount of \$644,000 in unanticipated revenue in 2024 for expenses related to Artists and Musicians Fees for LC Live shows at the Lincoln Center.

Adopted on Second Reading.

- 6. **Second Reading of Ordinance No. 105, 2024, Making a Supplemental Appropriation of Funds from the Colorado Department of Public Health and Environment, Environmental Justice Grant for the Cultivating Community-Led Resilient Homes Project and Approving a Related Intergovernmental Agreement.**

This Ordinance, unanimously adopted on First Reading on July 16, 2024, supports the City’s commitment to advancing equity and environmental justice for all Fort Collins community members by appropriating \$168,874 of unanticipated grant revenue awarded by the Colorado Department of Public Health and Environment (CDPHE) for the Cultivating Community-Led Resilient Homes project.

Adopted on Second Reading.

- 7. **First Reading of Ordinance No. 107, 2024, Appropriating Unanticipated Philanthropic Revenue Received by City Give for Various Programs and Services as Designated by the Donors.**

The purpose of this item is to request an appropriation of \$58,120 in philanthropic revenue received through City Give. These miscellaneous gifts to various City departments support a variety of programs and services and are aligned with both the City’s strategic priorities and the respective donors’ designation.

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

Adopted on First Reading.

- 8. **First Reading of Ordinance No. 108, 2024, Authorizing Transfer of Appropriations for the Affordable Housing and Planning and Development Process Improvement Project.**

The purpose of this item is to transfer matching funds in the amount of \$55,000 from the Licensing, Permitting, and Code Enforcement operating business unit to the non-lapsing grant business unit for the Affordable Housing Development Review Process grant. On May 21, 2024, City Council

adopted Ordinance No. 059, 2024, appropriating the \$200,000 awarded to the City by the State Department of Local Affairs (DOLA). Item 1.

Adopted on First Reading.

- 9. First Reading of Ordinance No. 109, 2024, Making Supplemental Appropriations of New Revenue in the 2050 Tax Park Rec Transit OCF Fund for Consulting Work Contributing to the Transfort Optimization Study.**

The purpose of this item is to appropriate 2050 Transit Tax Reserves for additional consulting work for the Transfort Optimization Study.

Adopted on First Reading.

- 10. First Reading of Ordinance No. 110, 2024, Making Supplemental Appropriations of Unanticipated Grant Revenue in the Transit Services Fund and New Revenue From the 2050 Tax Parks Rec Transit OCF Fund for Transfort Consulting Work Related to the West Elizabeth Corridor.**

The purpose of this item is to appropriate unanticipated grant funding and 2050 Transit Tax Reserves for additional consulting work for West Elizabeth design work.

Adopted on First Reading.

- 11. First Reading of Ordinance No. 111, 2024, Appropriating Prior Year Reserves in the Parking Services Fund for Parking Structure Maintenance, Parking Planning, and Safety.**

The purpose of this item is to enable the City to appropriate Civic Center Parking Structure (CCPS) reserve funds and Parking Services reserve funds. The funds will be used for the completion of maintenance projects and for increased security costs. If approved, this item will: 1) appropriate \$1,200,000 in CCPS Reserve funds and 2) appropriate \$395,000 from Parking Services reserves.

Adopted on First Reading.

- 12. First Reading of Ordinance No. 112, 2024, Making a Supplemental Appropriation from the U.S. Department of Energy's Energy Efficiency and Conservation Block Grant in support of the Edora Pool and Ice Center Lighting System Replacement Project.**

The City received \$206,680 in formula funds under the U.S. Department of Energy's Energy Efficiency and Conservation Block Grant ("EECBG") program. The City was required to apply under the EECBGs voucher program, specifically to demonstrate the beneficial use of funds in replacing the fluorescent lighting system in both ice rinks at Edora Pool and Ice Center ("EPIC") with an energy efficient LED lighting system. Based on the City's successful application, this item is to support the project by appropriating \$206,680 of unanticipated revenue from the DOE.

Adopted on First Reading.

- 13. First Reading of Ordinance No. 113, 2024, Making Supplemental Appropriations from Prior Year Reserves and Developer Contributions and Authorizing Transfers of Appropriations for the College Avenue-Trilby Road Intersection Improvements Project and Related Art in Public Places.**

The purpose of this item is to provide supplemental appropriations for the College Avenue-Trilby Road Intersection Improvements Project (Project). The funds will be used for construction of improvements at the intersection of South College Avenue and Trilby Road. If approved this item will appropriate the following ultimate amounts as designated: 1) \$11,781 from a payment-in-lieu (PIL) to the City from a development contribution to construction; 2) \$900,000 from Transportation

Capital Expansion Fee (TCEF) reserves; 3) \$600,000 from Community Capital Improvement Program (CCIP) Arterial Intersection Improvements reserves; 4) \$119 (1% of PIL) from a PIL to the City from a development contribution to construction to the Art in Public Places (APP) program; 5) \$8,820 (0.8% of TCEF Project contribution) from TCEF reserves to the APP program; and 6) \$180 (0.2% of TCEF Project contribution) for maintenance of art from the Transportation Services fund reserves to the APP program.

Adopted on First Reading.

14. First Reading of Ordinance No. 114, 2024, Authorizing Transfer of Appropriations from the South Timberline Mail Creek Trail Underpass Project to the South Timberline Corridor Project.

The purpose of this item is to reappropriate funding from the South Timberline Mail Creek Trail Underpass project ("Underpass") to the South Timberline Corridor project ("Corridor"). No new funding will be appropriated.

Adopted on First Reading.

15. First Reading of Ordinance No. 115, 2024, Making Supplemental Appropriations of Prior Year Reserves from Developer Contributions and Authorizing Transfers for the Future Vine and Timberline Overpass Project and Related Art in Public Places.

The purpose of this item is to enable the City to appropriate development payment-in-lieu (PIL) funds for the Vine and Timberline Overpass Project (Project). The funds will be used for design services and grant application support services. If approved, this item will: 1) appropriate \$273,361 received in 2016 as a development contribution to construction by an adjacent development; and 2) appropriate \$3,318 (1% of PIL) from a PIL to the City from a development contribution to construction to the Art in Public Places (APP) program.

Adopted on First Reading.

16. First Reading of Ordinance No. 116, 2024, Making Supplemental Appropriations of Revenue from Developer Contributions and Authorizing Transfers for the Cordova Road Right-of-Way Acquisition.

The purpose of this item is to appropriate developer contribution funds for the City to acquire right-of-way for Cordova Road as provided in the development agreement for The Landing at Lemay. If approved, this item will appropriate \$500,000 received in July as a development contribution for Cordova Road Right-of-Way Acquisition.

Adopted on First Reading.

17. First Reading of Ordinance No. 117, 2024, Amending Chapters 12 and 19 of the Code of the City of Fort Collins Regarding the Requirements for the Building Energy and Water Scoring Program.

The purpose of this item is to amend City Code Chapters 12 and 19 relating to the Building Energy and Water Scoring (BEWS) program. This amendment would modify service requirements for municipal court citations issued under City Code Section 12-207. This item does not add any new requirements for building owners.

Adopted on First Reading.

18. Items Relating to the Laporte Avenue Multimodal Improvement Project.

Item 1.

A. Resolution 2024-097 Authorizing the Execution of an Amendment to An Existing Intergovernmental Agreement between the City of Fort Collins, Colorado, and the Colorado Department of Transportation for the Laporte Avenue Multimodal Improvement Project.

B. First Reading of Ordinance No. 118, 2024, Making Supplemental Appropriations from Grant Revenue and Prior Year Reserves and Authorizing Transfers of Appropriations for the Laporte Avenue Multimodal Improvement Project and Related Art in Public Places.

The purpose of this item is to reappropriate funding from the Laporte Bridges project (“Bridges”) to the Laporte Avenue Multimodal Improvements Project (the “Project”), receive and appropriate Colorado Department of Transportation (“CDOT”) funds, and provide supplemental appropriations to the Project. The CDOT funds will be used for the construction of a Rectangular Rapid Flashing Beacon (“RRFB”) signal at Laporte Avenue and Impala Drive. If approved this item will: 1) authorize the Mayor to execute an amendment to the Intergovernmental Agreement (the “IGA”) for the Project with CDOT; 2) appropriate \$49,500 of Highway Safety Improvement Program (“HSIP”) grant funds to the Project; 3) appropriate \$330,500 from Transportation Capital Expansion Fee (“TCEF”) reserves to the Project; 4) appropriate \$175,000 from Transportation Services Fund reserves to the Project; 5) reappropriate \$517,000 from Bridges to the Project; 6) appropriate \$4,044 (0.8% of TCEF and Transportation Services Project contribution) from TCEF reserves to the Art in Public Places (“APP”) program; 5) appropriate \$1,011 (0.2% of TCEF and Transportation Services Project contribution) for maintenance of art from the Transportation Services Fund Reserves to the APP program.

Adopted Resolution and Ordinance on First Reading.

19. First Reading of Ordinance No. 119, 2024, Making Supplemental Appropriations from Colorado Department of Transportation Revenue for the Intersection Improvements on US-287 (College Avenue) Project.

The purpose of this item is to appropriate Colorado Department of Transportation (CDOT) revenue dedicated to infrastructure improvements complying with the Americans with Disabilities Act (ADA).

Adopted on First Reading.

20. Items Relating to the Rocky Ridge Conservation Project.

A. Resolution 2024-098 Authorizing the Mayor to Execute an Intergovernmental Agreement with Larimer County to Partner on the Purchase of a 484-acre Property in the Wellington Community Separator.

B. First Reading of Ordinance No. 120, 2024, Authorizing the Conveyance to Larimer County of a Conservation Easement and a Right of First Refusal on the Rocky Ridge Property.

The purpose of this item is to authorize an Intergovernmental Agreement (IGA) with Larimer County for the Rocky Ridge Conservation Project. The Project will conserve 484-acres in fee within in the Wellington Community Separator. The Ordinance will authorize the conveyance of a conservation easement and right of first refusal on the property.

Adopted Resolution and Ordinance on First Reading.

21. Items Relating to the Poudre Water Supply Infrastructure Wildfire Ready Action Plan.

Item 1.

A. Resolution No. 2024-099 Authorizing the City Manager to Enter into a Grant Agreement with the State of Colorado Regarding the Poudre Water Supply Infrastructure Wildfire Ready Action Plan.

B. First Reading of Ordinance No. 121, 2024, Making Supplemental Appropriations of Unanticipated Grant Revenue, Prior Year Reserves, and Authorizing Transfers for the Poudre Water Supply Infrastructure Wildfire Ready Action Plan.

The purpose of this item is to support Fort Collins Utilities (Utilities) in developing a Wildfire Ready Action Plan (WRAP) in collaboration with the City of Greeley (Greeley) and the Water Supply and Storage Company (WSSC). The WRAP will help Utilities and its partners mitigate the vulnerability of water supplies and water supply infrastructure in the upper Poudre and Michigan River watersheds to the threat of wildfire. Accordingly, pursuant to Resolution No. 2024-066, the City, Greeley, and WSSC entered into an agreement, dated May 21, 2024, to coordinate their joint efforts related to funding and developing the WRAP. In addition, the City has recently been awarded grant funding from the Colorado Water Conservation Board (CWCB) through the Wildfire Ready Watershed Grant Program to assist in the development of a WRAP. Once adopted, this resolution will authorize Utilities to enter into the Intergovernmental Grant Agreement (IGGA) with the State of Colorado to receive funding to support the development of the WRAP. The Ordinance will: 1) appropriate the grant revenue from the State of Colorado; 2) appropriate monetary contributions from Greeley and WSSC; and 3) appropriate and authorize transfers of Utilities grant match commitments.

Adopted Resolution and Ordinance on First Reading.

22. First Reading of Ordinance No. 122, 2024, Designating the Chavez/Ambriz/Gonzales Property, 724 Martinez Street, Fort Collins, Colorado, as a Fort Collins Landmark Pursuant to Fort Collins City Code Chapter 14.

The purpose of this item is to request City landmark designation for the Chavez/Ambriz/Gonzales Property at 724 Martinez Street. In cooperation with the property owners, City staff and the Historic Preservation Commission (Commission) have determined the property to be eligible for designation. The property is significant under City Code 14-22(a) Standard 1, Events/Trends, for association with the early sugar beet industry in Fort Collins, its social history, and its Hispanic history, as well as under Standard 3, Design/Construction, as a rare example of adobe construction in Fort Collins and including a Community Development Block Grant (CDBG)-funded addition. The owners are requesting designation, which will provide protection of the property's exterior and access to financial incentives for owners to use for historic properties.

Adopted on First Reading.

23. Resolution 2024-096 Approving Participation in the Settlement with An Additional Opioid Defendant, Kroger, and a Related Waiver of Claims.

The purpose of this item is to consider a resolution to allow the City to participate in the Colorado Opioids Settlement with Kroger by granting approval to sign an additional participation agreement and waiver of claims for opioid-related damages. This is in follow-up to prior approvals of settlements with multiple other opioid defendants, negotiated through national settlement efforts coordinated through the State of Colorado.

Adopted.

24. Resolution 2024-100 Authorizing a Second Amendment to the Intergovernmental Agreement Between the Poudre River Public Library District, the City of Fort Collins, and Larimer County. Item 1.

The purpose of this item is to amend the Intergovernmental Agreement (IGA) between the Poudre River Public Library District, the City and Larimer County to change the selection process when there are vacancies on the District board. This amendment would allow the District Trustees to interview applicants and recommend appointments for ratification by Council and the County Board of Commissioners.

Adopted.

25. Items Relating to FLEX Route Regional Transit Services Intergovernmental Agreements.

A. Resolution 2024-101 Authorizing the Execution of an Intergovernmental Agreement between the City of Fort Collins, Colorado and the City of Loveland for FLEX Route Regional Transit Services.

B. Resolution 2024-102 Authorizing the Execution of an Intergovernmental Agreement between the City of Fort Collins, Colorado and the Town of Berthoud for FLEX Route Regional Transit Services.

C. Resolution 2024-103 Authorizing the Execution of an Intergovernmental Agreement between the City of Fort Collins, Colorado and the County of Boulder for FLEX Route Regional Transit Services.

D. Resolution 2024-104 Authorizing the Execution of an Intergovernmental Agreement between the City of Fort Collins, Colorado and the City of Boulder for FLEX Route Regional Transit Services.

E. Resolution 2024-105 Authorizing the Execution of an Intergovernmental Agreement between the City of Fort Collins, Colorado and the City of Longmont for FLEX Route Regional Transit Services.

The purpose of these items is to authorize the City Manager to sign separate Intergovernmental Agreements (“IGAs”) with the City of Loveland, the Town of Berthoud, the City of Boulder, the County of Boulder, and the City of Longmont (collectively, the “FLEX Partners”) by which the FLEX Partners will contribute funds toward the operating cost of the FLEX Route Regional Transit Service bus route to further the goals of regional connectivity through transit.

Adopted.

26. Resolution 2024-106 Approving Fort Fund Special Events Grant Disbursements.

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

Adopted.

END OF CONSENT CALENDAR

Councilmember Pignataro moved, seconded by Councilmember Gutowsky, to approve the recommended actions on items 1-26, on the Consent Calendar.

Councilmember Pignataro noted Item Nos. 19, *First Reading of Ordinance No. 119, 2024, Making Supplemental Appropriations from Colorado Department of Transportation Revenue for the Intersection Improvements on US-287 (College Avenue) Project*, 21, *Items Relating to the Poudre Water Supply, Infrastructure Wildfire Ready Action Plan*, and 23, *Resolution 2024-096 Approving Participation in the Settlement with An Additional Opioid Defendant, Kroger, and a Related Waiver of Claims*, are good news items.

Item 1.

The motion carried, 5-0.

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

Absent: Mayor Arndt and Councilmember Potyondy.

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

Councilmember Ohlson commented on Item No. 8, *First Reading of Ordinance No. 108, 2024, Authorizing Transfer of Appropriations for the Affordable Housing and Planning and Development Process Improvement Project* stating he supports the project but wanted to ensure the dollars being taken from the Licensing, Permitting, and Code Enforcement Operating Business Unit to fund it would not impact code enforcement in neighborhoods. Deputy City Manager Marr replied staff would follow up in writing.

Councilmember Ohlson asked about the anticipated timeframe for the Vine and Timberline overpass project, per Item No. 15, *First Reading of Ordinance No. 115, 2024, Making Supplemental Appropriations of Prior Year Reserves from Developer Contributions and Authorizing Transfers for the Future Vine and Timberline Overpass Project and Related Art in Public Places*. He noted the Vine and Lemay overpass took decades to come to fruition. Deputy City Manager Marr replied that it will depend on development and grant opportunities and noted the same issue arose with the Vine and Lemay overpass. He stated it will likely be a decade before funding is complete. Councilmember Ohlson requested staff provide a more formal timeline when possible.

Councilmember Ohlson commented on Item No. 16, *First Reading of Ordinance No. 116, 2024, Making Supplemental Appropriations of Revenue from Developer Contributions and Authorizing Transfers for the Cordova Road Right-of-Way Acquisition*, stating the developer was not able to acquire the needed right-of-way and will now owe the City \$500,000 to take over that process. He asked how often this type of thing occurs. Deputy City Manager Marr replied staff would follow up in writing.

Councilmember Ohlson asked if there will continue to be an application process like the current one per Item 24, *Resolution 2024-100 Authorizing a Second Amendment to the Intergovernmental Agreement Between the Poudre River Public Library District, the City of Fort Collins, and Larimer County*. Deputy City Manager Marr confirmed that it is staff's understanding that a similar application process will continue and will follow up with additional details in writing.

L) STAFF REPORTS

None.

M) COUNCILMEMBER REPORTS

Councilmember Canonico thanked the neighborhoods involved in Neighborhood Night Out and thanked staff members in Fort Collins and Boulder for their work to host Councilmembers for a field trip to Boulder.

Councilmember Gutowsky reported on the City's employee picnic and commended those involved. She noted the Fort Collins Welcome Center has a new location on Mountain Avenue in a portion of the old Coopersmith's building which will also be housing a new restaurant. Additionally, she stated

a new Poudre Fire Authority station will be opening in Laporte, and it will include a large community center. She reported on attending the ComiCon event at the Senior Center and congratulated Neil Armstrong for organizing the event on an annual basis.

Item 1.

Clerk's Note: Mayor Pro Tem Francis called for a break at 7:31 p.m., noting the meeting would resume at 7:40 p.m.

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

None.

O) CONSIDERATION OF ITEMS PLANNED FOR DISCUSSION

27. Second Reading of Ordinance No. 106, 2024, Appropriating Prior Year Reserves in the General Fund for a Civic Assembly Process in Relation to the Hughes Stadium Site.

This Ordinance, adopted on First Reading by a vote of 4-2 (Nays: Ohlson, Gutowsky; Absent: Pignataro) appropriates one-time dollars in the amount of \$150,000 to be used for a Civic Assembly engagement process in relation to the Hughes Site Plan work. Staff is also requesting that City Council approve a sole source exception for Healthy Democracy Fund to provide services related to the design, coordination and implementation of a civic assembly should grant revenue bring the project above \$200,000.

PUBLIC COMMENT

Madeline Grigg urged Council to focus its efforts related to the Hughes property on the preservation of indigenous cultures and education based on the desires and visions of the indigenous communities. Grigg stated trust was broken in the past and harm needs to be repaired.

Laura (no last name provided) urged Council to support the land back initiative and referred to a report that had been done by the People of Sacred Lands Truth, Restoration, and Education Commission of Colorado.

COUNCIL DISCUSSION

Councilmember Ohlson stated he did not support this item on First Reading and feels the same now.

Councilmember Gutowsky also stated that she did not support this item on First Reading and that her opinion had not changed. She stated the voice of the voters was clear in the desire for an open space and suggested Council could place the question on the ballot as to whether it should designate the property as a natural space to be maintained as such in perpetuity. She opposed spending funds on a random sampling of community members in a civic assembly process.

Councilmember Pignataro noted tax dollars of all community members was used to purchase the property whether those members voted in support of the previous ballot measure or not. She stated the civic assembly process is a good opportunity to try something new and see what comes out of a purposeful process that cannot be skewed by organizations that may be more organized than others. She also noted Council is not bound by the results of the civic assembly process.

Councilmember Canonico noted only about 35% of eligible voters voted in the election in which the Hughes item was included. She asked how the demographics will be represented in the civic assembly process. Assistant City Manager Venkatesh replied there will be a stratified lottery used to select the civic assembly members and it will be representative of the community. She stated part of the reason this process is being considered is because there will be a lot of opportunity for

the consultant to work with the Native community, so they are prepared to share their ideas with the assembly. Item 1.

Mayor Pro Tem Francis expressed support for the item and noted the ballot language outlined several ideas for the land. She stated the civic assembly process will provide opportunities for agreement on how the land should be used.

Councilmember Pignataro moved, seconded by Councilmember Canonico, to adopt on Second Reading, Ordinance No. 106, 2024, Appropriating Prior Year Reserves in the General Fund for a Civic Assembly Process in Relation to the Hughes Stadium Site.

The motion carried, 3-2.

Ayes: Mayor Pro Tem Francis and Councilmembers Pignataro and Canonico

Nays: Councilmembers Gutowsky and Ohlson

Absent: Mayor Arndt and Councilmember Potyondy

28. First Reading of Ordinance No. 123, 2024, Amending Chapter 4 of the Code of the City of Fort Collins to Ban the Retail Sale of Dogs and Cats.

The purpose of this item is to ban the retail sale of dogs and cats from stores within Fort Collins city limits.

STAFF PRESENTATION

Sylvia Tatman-Burruss, Senior Policy and Project Manager, stated the purpose of this ordinance is to ban the retail sales of dogs and cats within Fort Collins city limits. Tatman-Burruss noted Council may modify the ordinance to exempt existing retail stores or to include banning sales from parking lots, roadside areas, outdoor markets, and other events. Additionally, Tatman-Burruss noted NOCO Humane, with whom the City contracts, has stated they can enforce the ordinance within its existing contract.

PUBLIC COMMENT

Grant Wilcox spoke in support of the ordinance banning the retail sale of dogs and cats and commented on some inconsistencies shown on Pet City's website and a lack of transparency by the store.

David Rainey Corbyn stated he is a veterinarian and formed a relationship with Pet City in 1989 which continued until he retired in 2015, during which time he helped ensure the health of its animals. Rainey Corbyn commented on a policy allowing Pet City staff to go to a breeder unannounced, any time, to check on the health of animals, and stated they would only do business with breeders who allowed this. Rainey Corbyn opposed the ordinance banning the retail sale of dogs and cats.

Erin Murray opposed the ordinance banning the retail sale of dogs and cats stating she has been a manager at Pet City for several years. Murray stated this ordinance jeopardizes her employment and that of others and serves as a stark reminder that any business can find itself under threat with little to no warning. Additionally, Murray commented on the importance of personal choice for people who are looking for a pet.

COUNCIL DISCUSSION

Councilmember Pignataro noted one of the speakers mentioned parking lot and out of car sales and asked about the possibility of amending the ordinance to include those items. City Attorney Daggett replied staff is prepared to provide the language that would be needed if Council would

like to add it at First Reading. Alternatively, it could be published with the Second Reading language, or the item could be postponed for consideration.

Item 1.

Councilmember Pignataro stated she would support options one or two.

Councilmember Gutowsky expressed support for the ordinance as written on First Reading with the inclusion of the additional language on Second Reading.

Councilmember Ohlson expressed support for either option one or two.

Mayor Pro Tem Francis asked if the new language could be read so Council could better understand what it was considering.

City Attorney Daggett outlined the suggested changes to the ordinance as published which would include adding a new section that would prohibit the sale of dogs and cats in public places.

Councilmember Gutowsky stated she would be open to adding the new language on First Reading.

Councilmember Pignataro asked about enforcement related to the new piece of language. Deputy City Manager Marr replied NOCO Humane will be handling enforcement under its existing contract.

Councilmember Gutowsky asked if there would be any additional law enforcement. Deputy City Manager Marr replied the City tends to rely on its NOCO Humane partners for enforcement of these Code provisions. City Attorney Daggett replied there are other law enforcement officers of the City who would be legally able to enforce the provisions.

Councilmember Pignataro moved, seconded by Councilmember Gutowsky, to adopt on First Reading, Ordinance No. 123, 2024, Amending Chapter 4 of the Code of the City of Fort Collins to Ban the Retail Sale of Dogs and Cats, with the addition of the language as read by the City Attorney.

Councilmember Pignataro thanked those who have been involved in this issue for over a year now and expressed support for the fact that the language would also ban the sales of animals in parking lots and similar situations.

Councilmember Gutowsky noted this ordinance will not go into effect until May of 2025 which would allow time for Pet City to adopt a different business model to adapt.

City Attorney Daggett clarified that the delayed implementation only applies to retail stores and all other provisions would go into effect on the effective date of the ordinance, or ten days after second reading.

Councilmember Ohlson thanked everyone for work on this item and commented on a newspaper article outlining concerns about the quality of life for animals at puppy mills. He stated it is important to provide a voice to creatures that do not have one and now is the time to move forward with this item.

Mayor Pro Tem Francis noted she was initially skeptical of what this would do because it seems very focused on one business; however, with the additional language, she feels more comfortable adopting the ordinance.

The motion carried, 5-0.

Item 1.

Ayes: Mayor Pro Tem Francis and Councilmembers Pignataro, Canonico, Gutowsky, and Ohlson
Nays: None.
Absent: Mayor Arndt and Councilmember Potyondy

29. Resolution 2024-107 Making an Appointment to the Affordable Housing Board.

The purpose of this item is to fill an existing vacancy on the Affordable Housing Board.

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

PUBLIC COMMENT

None.

COUNCIL DISCUSSION

Councilmember Pignataro requested clarification as to why this item is not on the Consent Calendar. Deputy City Manager Marr replied the interviews for this vacancy were conducted after the Council packet was published, therefore, the Resolution was published with a blank and needed to be considered on the discussion agenda.

Councilmember Pignataro moved, seconded by Councilmember Canonico, to adopt Resolution 2024-107 Making an Appointment to the Affordable Housing Board, inserting the name of Jorja Whyte.

Councilmember Canonico thanked those who applied to fill the vacancy and stated there were many qualified applicants. She stated the chosen candidate is a student at CSU and she is excited to see that population involved in City government.

Mayor Pro Tem Francis thanked the applicants as well as all Board members who serve the City.

The motion carried, 5-0.

Ayes: Mayor Pro Tem Francis and Councilmembers Gutowsky, Ohlson, Pignataro and Canonico
Nays: None.
Absent: Mayor Arndt and Councilmember Potyondy

P) RESUMED PUBLIC COMMENT

None.

Q) OTHER BUSINESS

None.

R) ADJOURNMENT

Item 1.

There being no further business before the Council, the meeting was adjourned at 8:21 p.m.

Mayor Pro Tem

ATTEST:

City Clerk

DRAFT

September 3, 2024

COUNCIL OF THE CITY OF FORT COLLINS, COLORADO

Council-Manager Form of Government

Regular Meeting – 6:00 PM

PROCLAMATIONS AND PRESENTATIONS
5:00 PM

A) PROCLAMATIONS AND PRESENTATIONS

PP 1. Declaring September 7, 2024 as Lieutenant Colonel John Mosley Day.

PP 2. Declaring September 2024 as Hunger Action Month.

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

REGULAR MEETING
6:00 PM

B) CALL MEETING TO ORDER

Mayor Pro Tem Emily Francis called the regular meeting to order at 6:00 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 Pro Tem Emily Francis led the Pledge of Allegiance to the American Flag.

D) ROLL CALL

PRESENT

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

ABSENT
None

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

E) CITY MANAGER'S AGENDA REVIEW

Item 1.

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

- No planned discussion items.
- An executive session is planned under Other Business.
- Work Session follows on Advancing Transit Initiatives after the regular meeting is adjourned.

F) COMMUNITY REPORTS

None.

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

Everyone was given two minutes to make comments.

Rachel Mirsky discussed the re-pavement of streets and damage to her vehicle caused by wet paint. Mirsky shared frustration about the risk management process and claim denial.

Dani McCoy opposed the ordinance banning the retail sale of puppies and kittens and expressed support for Pet City. McCoy stated this ordinance would put this company out of business and urged Council to amend the ordinance to grandfather in Pet City as long as it remains licensed.

Rebecca Mosshart opposed the ordinance banning the retail sale of puppies and kittens and stated she is a breeder who has worked with Pet City for more than a decade. Mosshart noted Pet City is licensed and inspected by the State and stated it should be allowed to continue its business. Mosshart urged Council to reconsider the ordinance and not force people to un reputable sources.

Shawn Alexander opposed the ordinance banning the retail sale of puppies and kittens stating consumer rights are important, and this would take those away. Alexander stated this will eliminate jobs and stated the City could be sued.

William Alexander opposed the ordinance banning the retail sale of puppies and kittens and expressed fond memories of going to pet stores. Alexander stated jobs will be lost.

Adam Hirschhorn showed two videos related to Hewlett-Packard, advancing technology and Israel/Palestine issues.

Leonard Keetley opposed the ordinance banning the retail sale of puppies and kittens stating it constitutes the taking of a legal business. Additionally, Keetley stated this could drive sales underground where things are not regulated. Keetley also spoke about the importance of consumers having choice and asked Council to amend the ordinance to enable Pet City to continue retail sales.

Betty Keetley opposed the ordinance banning the retail sale of puppies and kittens stating consumers should have a choice about where they can purchase pets. Keetley noted that Pet City is a licensed business and should be able to continue and expressed concern about scams related to pet sales. Keetley expressed concern that misinformation was being spread by shelters and others and urged Council to consider an amendment to the ordinance.

Cherrie Trine spoke about the importance of putting pressure on the government regarding Palestine and stated there will be a protest this Friday at 4:00 p.m. at Woodward. Trine highlighted the group holding the protest, Veterans for Peace, which is protesting weapons being provided to Israel by Woodward.

Dustin Haworth, Colorado Springs Pet City owner, opposed the ordinance banning the retail sale of puppies and kittens and requested Council to pull the item from the consent calendar to create an exemption for Pet City in Fort Collins. Haworth stated that this would ensure transparency and help prevent this activity from going underground.

Karen Kinnes opposed the ordinance banning the retail sale of puppies and kittens and urged Council to add a clause that would grandfather retail sales for Pet City. Kinnes stated Pet City gets 90% of its income from puppy sales and added that the City would lose sales tax revenue from this law.

Suzan Gregg discussed owning a business and spoke in favor of Pet City. Gregg stated Council should not have the right to order the store to close if it does not have irrefutable evidence to prove that Pet City is operating in illegal ways.

Kim Roberts stated she has two beautiful dogs she purchased from Pet City and commented on her great experience with Pet City staff. Roberts compared that to the information received from a rescue shelter and stated that dog bit her husband, growled at her children, and was not potty trained as promised.

Kimberly Connor showed a Human Rights Watch clip related to the Israel/Palestine conflict describing a recent International Court of Justice ruling showing that Israel was guilty of occupying Palestinian territory and guilty of apartheid. Connor urged Council to do something at a local level to help stop this and showed another video on occupation and related activities that were occurring.

Jens Larsen spoke in support of Pet City stating pet stores, such as the one he owns, deal only with breeders that are licensed by the State. Additionally, Larsen noted the stores themselves are regulated and stated people should have a choice as to where they purchase pets.

Kevin Flowers asked about the recent shooting at the Whitewater Park parking lot, graffiti in the area and numerous nails that littered the area. Flowers also asked about camping that is occurring there and stated people do not want to use the park due to safety issues. Flowers suggested additional police presence, a 24-hour video camera, two-hour parking along Vine, and day use only signage for the parking lot.

William Whitley expressed concern about the recent requirement that trash, recycling, and yard waste bins be moved to curbside versus alleys and stated that mandate interferes with the concept of aging in place. Whitley requested variances for properties that are better designed for alley pickup.

Rebecca Everette discussed the new bike lanes and related work done on Laporte Avenue and expressed appreciation for the work that was done and for all involved. Everette thanked Council for making decisions that prioritize the safety of the many over the convenience of a few and for thinking about the future residents of the community.

Colin Gerety discussed previous periodic involvement with the City's Transportation Board, West Central Area Plan, and Stadium Community Impact Committee. Gerety discussed his interest in urban planning and commented on the City's What Wheels Go Where survey and new speed cameras in certain parts of the city. Gerety stated the City has failed at reducing car usage because of design decisions.

Bree Maestas requested Council reconsider the ordinance banning the sale of puppies and kittens in order to grandfather in Pet City. Maestas stated pet store bans do not work and cited data that the number of puppy mills has not decreased at all over the past ten years. Maestas stated the transparency provided by licensed pet stores is the best way to know where pets come from and stated this ordinance strips consumers' rights.

Ann Diaz requested Council reconsider the ordinance banning the sale of puppies and kittens and discussed her poor experience with rescue dogs. Diaz discussed her positive experience with Pet City and stated their goal was to ensure pets ended up with the right family rather than in a shelter.

Sabrina Herrick shared frustration about Councilmembers endorsing Gordon McLaughlin as District Attorney. Herrick shared information about a specific case related to a student aid for disabled children who ended up with 164 charges, noting her child was a victim. Herrick stated only 11 of the 164 counts were charged demonstrating that Mr. McLaughlin does not care about violent crime or the disabled in the community.

Mary Oberlin shared frustration about the recently mandated single-hauler trash service and expressed frustration that residents now have to change to curbside pickup versus alley pickup.

Ross Carpenter opposed the ordinance banning the retail sale of puppies and kittens. Carpenter stated the main impact of the ordinance would be to shut down a business that has been here since 1973 resulting in the loss of sales tax revenue and the loss of jobs in the community. Carpenter urged Council to reconsider the ordinance and commented on concerns about a politicized Council.

Alyssa Miller-Hurley spoke on behalf of the Pet Advocacy Network which is opposed to the ordinance banning the sale of puppies and kittens. Miller-Hurley stated responsible pet stores and breeders are highly regulated and stated shelters are often overcrowded because they bring in animals from other states, often without proper documentation and history information. Miller-Hurley also requested Council grandfather Pet City for retail sales.

Gregg Kinnes asked Council to pause and think about the ordinance banning the retail sales of puppies and kittens in Fort Collins. Kinnes stated it was based on input from people who want Council to believe breeders abuse and mistreat dogs, which has no connection to Pet City.

Brett Pavel stated that he got the first puppy sold at Pet City and added that he has since obtained other dogs from the store, which he stated treats animals and people well. Pavel urged Council to respect those doing a good job with their business and allow them to stay.

Public comment closed at 7:05 p.m.

H) PUBLIC COMMENT FOLLOW-UP

Councilmember Ohlson asked about Kevin Flowers' concerns at the Whitewater Park and requested detailed answers as to what is being done to address the issues in the area. City Manager DiMartino replied she made note of the suggestions and will follow-up.

Councilmember Ohlson requested Colin Gerety provide his thoughts and ideas to Council in writing.

Councilmember Canonico requested a staff response to Rachel Mirsky's concerns about the paint on her vehicle. Clair Goodwin, Safety and Risk Management Senior Manager, provided some background information on the complaint and stated the claim was investigated, but these types of claims are usually denied as they fall under the Colorado Governmental Immunity Act. Councilmember Ohlson requested staff follow-up with the third-party representative who spoke to Mirsky to ensure proper language is being used.

Councilmember Gutowsky mentioned Rebecca Everette's comments on the Laporte Avenue improvements which has made the street so much safer. She commented on an accident in the area that resulted in a young man being paralyzed when there were no sidewalks.

Councilmember Potyondy thanked the speakers and requested staff comment on the consolidated hauling contract and how complaints are being managed, particularly as related to the alley versus curb issue. City Manager DiMartino replied the hauler has converted to new natural gas trucks, which are larger, and there is a need to evaluate the viability of using alleys for both safety and efficiency.

She noted staff members are engaging to provide responses to all situations and stated there will be an accommodation process for any individuals who cannot physically locate bins where they need to be. Item 1.

I) COUNCILMEMBER REMOVAL OF ITEMS FROM CONSENT CALENDAR FOR DISCUSSION

No items were pulled.

J) CONSENT CALENDAR

1. **Second Reading of Ordinance No. 107, 2024, Appropriating Unanticipated Philanthropic Revenue Received by City Give for Various Programs and Services as Designated by the Donors.**

This Ordinance, unanimously adopted on First Reading on August 20, 2024, appropriates \$58,120 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.

2. **Second Reading of Ordinance No. 108, 2024, Authorizing Transfer of Appropriations for the Affordable Housing and Planning and Development Process Improvement Project.**

This Ordinance, unanimously adopted on First Reading on August 20, 2024, transfers matching funds in the amount of \$55,000 from the Licensing, Permitting, and Code Enforcement operating business unit to the non-lapsing grant business unit for the Affordable Housing Development Review Process grant. On May 21, 2024, City Council adopted Ordinance No. 059, 2024, appropriating the \$200,000 awarded to the City by the State Department of Local Affairs (DOLA).

Adopted on Second Reading.

3. **Second Reading of Ordinance No. 109, 2024, Making Supplemental Appropriations of New Revenue in the 2050 Tax Park Rec Transit OCF Fund for Consulting Work Contributing to the Transfort Optimization Study.**

This Ordinance, unanimously adopted on First Reading on August 20, 2024, appropriates 2050 Transit Tax Reserves for additional consulting work for the Transfort Optimization Study.

Adopted on Second Reading.

4. **Second Reading of Ordinance No. 110, 2024, Making Supplemental Appropriations of Unanticipated Grant Revenue in the Transit Services Fund and New Revenue From the 2050 Tax Parks Rec Transit OCF Fund for Transfort Consulting Work Related to the West Elizabeth Corridor.**

This Ordinance, unanimously adopted on First Reading on August 20, 2024, appropriates unanticipated grant funding and 2050 Transit Tax Reserves for additional consulting work for West Elizabeth design work.

Adopted on Second Reading.

5. **Second Reading of Ordinance No. 111, 2024, Appropriating Prior Year Reserves in the Parking Services Fund for Parking Structure Maintenance, Parking Planning, and Safety.**

This Ordinance, unanimously adopted on First Reading on August 20, 2024, enables the City appropriate Civic Center Parking Structure (CCPS) reserve funds and Parking Services reserve funds. The funds will be used for the completion of maintenance projects and for increased security costs. If approved, this item will: 1) appropriate \$1,200,000 in CCPS Reserve funds and 2) appropriate \$395,000 from Parking Services reserves.

Adopted on Second Reading.

- 6. **Second Reading of Ordinance No. 112, 2024, Making a Supplemental Appropriation from the U.S. Department of Energy’s Energy Efficiency and Conservation Block Grant in support of the Edora Pool and Ice Center Lighting System Replacement Project.**

This Ordinance, unanimously adopted on First Reading on August 20, 2024, supports the Edora Pool and Ice Center Lighting System Replacement Project by appropriating \$206,680 of unanticipated revenue from the DOE. The City received formula funds under the U.S. Department of Energy’s Energy Efficiency and Conservation Block Grant (“EECBG”) program. The City was required to apply under the EECBG’s voucher program, specifically to demonstrate the beneficial use of funds in replacing the fluorescent lighting system in both ice rinks at Edora Pool and Ice Center (“EPIC”) with an energy efficient LED lighting system.

Adopted on Second Reading.

- 7. **Second Reading of Ordinance No. 113, 2024, Making Supplemental Appropriations from Prior Year Reserves and Developer Contributions and Authorizing Transfers of Appropriations for the College Avenue-Trilby Road Intersection Improvements Project and Related Art in Public Places.**

This Ordinance, unanimously adopted on First Reading on August 20, 2024, provides supplemental appropriations for the College Avenue-Trilby Road Intersection Improvements Project (Project). The funds will be used for construction of improvements at the intersection of South College Avenue and Trilby Road. If approved this item will appropriate the following ultimate amounts as designated: 1) \$11,781 from a payment-in-lieu (PIL) to the City from a development contribution to construction; 2) \$900,000 from Transportation Capital Expansion Fee (TCEF) reserves; 3) \$600,000 from Community Capital Improvement Program (CCIP) Arterial Intersection Improvements reserves; 4) \$119 (1% of PIL) from a PIL to the City from a development contribution to construction to the Art in Public Places (APP) program; 5) \$8,820 (0.8% of TCEF Project contribution) from TCEF reserves to the APP program; and 6) \$180 (0.2% of TCEF Project contribution) for maintenance of art from the Transportation Services fund reserves to the APP program.

Adopted on Second Reading.

- 8. **Second Reading of Ordinance No. 114, 2024, Authorizing Transfer of Appropriations from the South Timberline Mail Creek Trail Underpass Project to the South Timberline Corridor Project.**

This Ordinance, unanimously adopted on First Reading on August 20, 2024, reappropriates funding from the South Timberline Mail Creek Trail Underpass project (“Underpass”) to the South Timberline Corridor project (“Corridor”). No new funding will be appropriated.

Adopted on Second Reading.

- 9. **Second Reading of Ordinance No. 115, 2024, Making Supplemental Appropriations of Prior Year Reserves from Developer Contributions and Authorizing Transfers for the Future Vine and Timberline Overpass Project and Related Art in Public Places.**

This Ordinance, unanimously adopted on First Reading on August 20, 2024, appropriates development payment-in-lieu (PIL) funds for the Vine and Timberline Overpass Project (Project). The funds will be used for design services and grant application support services. If approved, this item will: 1) appropriate \$273,361 received in 2016 as a development contribution to construction by an adjacent development; and 2) appropriate \$3,318 (1% of PIL) from a PIL to the City from a development contribution to construction to the Art in Public Places (APP) program.

Adopted on Second Reading.

10. **Second Reading of Ordinance No. 116, 2024, Making Supplemental Appropriations of Revenue from Developer Contributions and Authorizing Transfers for the Cordova Road Right-of-Way Acquisition.**

This Ordinance, unanimously adopted on First Reading on August 20, 2024, appropriates developer contribution funds for the City to acquire right-of-way for Cordova Road as provided in the development agreement for The Landing at Lemay. If approved, this item will appropriate \$500,000 received in July as a development contribution for Cordova Road Right-of-Way Acquisition.

Adopted on Second Reading.

11. **Second Reading of Ordinance No. 117, 2024, Amending Chapters 12 and 19 of the Code of the City of Fort Collins Regarding the Requirements for the Building Energy and Water Scoring Program.**

This Ordinance, unanimously adopted on First Reading on August 20, 2024, amends City Code Chapters 12 and 19 relating to the Building Energy and Water Scoring (BEWS) program. This amendment would modify service requirements for municipal court citations issued under City Code Section 12-207. This item does not add any new requirements for building owners.

Adopted on Second Reading.

12. **Second Reading of Ordinance No. 118, 2024, Making Supplemental Appropriations from Grant Revenue and Prior Year Reserves and Authorizing Transfers of Appropriations for the Laporte Avenue Multimodal Improvement Project and Related Art in Public Places.**

This Ordinance, unanimously adopted on First Reading on August 20, 2024, reappropriates funding from the Laporte Bridges project ("Bridges") to the Laporte Avenue Multimodal Improvements Project (the "Project"), receive and appropriate Colorado Department of Transportation ("CDOT") funds, and provide supplemental appropriations to the Project. The CDOT funds will be used for the construction of a Rectangular Rapid Flashing Beacon ("RRFB") signal at Laporte Avenue and Impala Drive. If approved this item will: 1) authorize the Mayor to execute an amendment to the Intergovernmental Agreement (the "IGA") for the Project with CDOT; 2) appropriate \$49,500 of Highway Safety Improvement Program ("HSIP") grant funds to the Project; 3) appropriate \$330,500 from Transportation Capital Expansion Fee ("TCEF") reserves to the Project; 4) appropriate \$175,000 from Transportation Services Fund reserves to the Project; 5) reappropriate \$517,000 from Bridges to the Project; 6) appropriate \$4,044 (0.8% of TCEF and Transportation Services Project contribution) from TCEF reserves to the Art in Public Places ("APP") program; 5) appropriate \$1,011 (0.2% of TCEF and Transportation Services Project contribution) for maintenance of art from the Transportation Services Fund Reserves to the APP program.

Adopted on Second Reading.

13. **Second Reading of Ordinance No. 119, 2024, Making Supplemental Appropriations for Colorado Department of Transportation Revenue for the Intersection Improvements on U-287 (College Avenue) Project.** Item 1.

This Ordinance, unanimously adopted on First Reading on August 20, 2024, appropriates Colorado Department of Transportation (CDOT) revenue dedicated to infrastructure improvements complying with the Americans with Disabilities Act (ADA).

Adopted on Second Reading.

14. **Second Reading of Ordinance No. 120, 2024, Authorizing the Conveyance to Larimer County of a Conservation Easement and a Right of First Refusal on the Rocky Ridge Property.**

This Ordinance, unanimously adopted on First Reading on August 20, 2024, authorizes an Intergovernmental Agreement (IGA) with Larimer County for the Rocky Ridge Conservation Project. The Project will conserve 484 acres in fee within the Wellington Community Separator. The Ordinance will authorize the conveyance of a conservation easement and right of first refusal on the property.

Adopted on Second Reading.

15. **Second Reading of Ordinance No. 121, 2024, Making Supplemental Appropriations of Unanticipated Grant Revenue, Prior Year Reserves, and Authorizing Transfers for the Poudre Water Supply Infrastructure Wildfire Ready Action Plan.**

This Ordinance, unanimously adopted on First Reading on August 20, 2024, supports Fort Collins Utilities (Utilities) in developing a Wildfire Ready Action Plan (WRAP) in collaboration with the City of Greeley (Greeley) and the Water Supply and Storage Company (WSSC). The WRAP will help Utilities and its partners mitigate the vulnerability of water supplies and water supply infrastructure in the upper Poudre and Michigan River watersheds to the threat of wildfire. Accordingly, pursuant to Resolution No. 2024-066, the City, Greeley, and WSSC entered into an agreement, dated May 21, 2024, to coordinate their joint efforts related to funding and developing the WRAP. In addition, the City has recently been awarded grant funding from the Colorado Water Conservation Board (CWCB) through the Wildfire Ready Watershed Grant Program to assist in the development of a WRAP. Once adopted, this resolution will authorize Utilities to enter into the Intergovernmental Grant Agreement (IGGA) with the State of Colorado to receive funding to support the development of the WRAP. The Ordinance will: 1) appropriate the grant revenue from the State of Colorado; 2) appropriate monetary contributions from Greeley and WSSC; and 3) appropriate and authorize transfers of Utilities grant match commitments.

Adopted on Second Reading.

16. Second Reading of Ordinance No. 122, 2024, Designating the Chavez/Ambriz/Gonzales Property, 724 Martinez Street, Fort Collins, Colorado, as a Fort Collins Landmark Pursuant to Fort Collins City Code Chapter 14.

This Ordinance, unanimously adopted on First Reading on August 20, 2204, requests City landmark designation for the Chavez/Ambriz/Gonzales Property at 724 Martinez Street. In cooperation with the property owners, City staff and the Historic Preservation Commission (Commission) have determined the property to be eligible for designation. The property is significant under City Code 14-22(a) Standard 1, Events/Trends, for association with the early sugar beet industry in Fort Collins, its social history, and its Hispanic history, as well as under Standard 3, Design/Construction, as a rare example of adobe construction in Fort Collins and including a Community Development Block Grant (CDBG)-funded addition. The owners are requesting designation, which will provide protection of the property's exterior and access to financial incentives for owners to use for historic properties.

Adopted on Second Reading.

17. Second Reading of Ordinance No. 123, 2024, Amending Chapter 4 of the Code of the City of Fort Collins to Ban the Retail Sale of Dogs and Cats.

This Ordinance, unanimously adopted on First Reading on August 20, 2024, bans the retail sale of dogs and cats from stores within Fort Collins city limits.

Adopted on Second Reading.

18. First Reading of Ordinance No. 124, 2024, Appropriating Prior Year Reserves in the General Fund and Authorizing Transfer of Appropriations to the Recreation Fund for the Purchase of a Bus for Use by the Recreation Department's Childcare Programs.

The purpose of this item is to appropriate funds designated for childcare projects to purchase a full-size bus committed to Recreation Department's childcare programs.

19. First Reading of Ordinance No. 125, 2024, Making Supplemental Appropriation from the Colorado Auto Theft Prevention Authority Grant for the Fort Collins Police Services Property Crimes Unit.

The purpose of this item is to support the Fort Collins Police Services' Property Crimes Unit by appropriating \$50,000 of unanticipated grant revenue awarded by the Colorado State Patrol.

In July 2024 the Colorado State Patrol awarded Fort Collins Police Services \$50,000 in capacity as a partner agency of the Beat Auto Theft Through Law Enforcement (BATTLE) Task Force. The \$50,000 award is under the BATTLE program's FY25 cycle. These state funds will be used for overtime pay for Fort Collins Police Services personnel to support multiagency and multijurisdictional BATTLE operations to identify, interdict, investigate, enforce, and prosecute motor vehicle theft-related crimes.

Adopted on First Reading.

20. First Reading of Ordinance No. 126, 2024, Appropriating Prior Year Reserves in the General Fund for the Grocery Tax Rebate Program.

The purpose of this item is to request an appropriation of \$442,460 from General Fund reserves to fulfill the FY2024 Grocery Tax Rebate Program rebate and personnel budget obligations.

Adopted on First Reading.

21. **First Reading of Ordinance No. 127, 2024, Appropriating Unanticipated Philanthropic Revenue Received by City Give for Various Programs and Services as Designated by the Donors.** Item 1.

The purpose of this item is to request an appropriation of \$189,390 in philanthropic revenue received through City Give. These miscellaneous gifts to various City departments support a variety of programs and services and are aligned with both the City's strategic priorities and the respective donors' designation.

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

Adopted on First Reading.

22. **First Reading of Ordinance No. 128, 2024, Amending the City Plan Structure Plan Map in Conformance with the East Mulberry Plan Update.**

The purpose of this item is to update the Structure Plan Map following the recommended Place Type changes outlined in the East Mulberry Plan. The proposed changes encompass approximately 500 acres and reflect the changes previously presented and discussed with the Planning and Zoning Commission leading up to the adoption of the East Mulberry Plan in December 2023. Proposed changes are summarized in the following sections of this report and do not deviate from what was included within the adopted version of the 2023 East Mulberry Plan.

Adopted on First Reading.

23. **Items Relating to the William Neal Parkway and Ziegler Road Intersection Improvements.**

A. Resolution 2024-108 Authorizing the Execution of an Intergovernmental Agreement Between the City of Fort Collins, Colorado, and the Colorado Department of Transportation for the William Neal and Ziegler Intersection Improvements Project.

B. First Reading of Ordinance No 129, 2024, Making Supplemental Appropriations and Authorizing Transfers of Appropriations for the William Neal and Ziegler Intersection Improvements Project and Related Art in Public Places.

The purpose of this item is to enable the City to receive and expend federal Transportation Alternatives Program ("TAP") funds and local funds for the William Neal and Ziegler Intersection Improvements Project (the "Project"). The funds will be used to design and install an at-grade bicycle and pedestrian crossing at the intersection of William Neal Parkway and Ziegler Road. It is anticipated that a new at-grade crossing at this intersection will provide a safe crossing point between the Rendezvous Trail and Rigden Farm to the west and the Poudre River Trail extension and the future East Community Park to the east.

If approved, the item will: 1) authorize the Mayor to execute an intergovernmental agreement ("IGA") for the Project with the Colorado Department of Transportation ("CDOT"); 2) appropriate \$603,624 of TAP grant funds for the Project; 3) move previously appropriated matching funds from the Sustainable Funding 2050 Tax and Community Capital Improvement Program (CCIP) Bicycle Program for the Project; and 4) appropriate funds to the Art in Public Places (APP) program.

Resolution Adopted.

Ordinance Adopted on First Reading.

24. Items Relating to the Signal Upgrades Project.

Item 1.

A. Resolution 2024-109 Authorizing the Execution of an Intergovernmental Agreement Between the City of Fort Collins and the Colorado Department of Transportation for the Signal Upgrades Project.

B. First Reading of Ordinance No. 130, 2024, Making Supplemental Appropriations of Prior Year Reserves and Highway Safety Improvement Program Grant Funds and Authorizing Transfers for the Signal Upgrades Project and Related Art in Public Places.

The purpose of this item is to enable the City to receive and expend federal Highway Safety Improvement Program (“HSIP”) funds and local funds for the Signal Upgrades Project (the “Project”). The funds will be used to enhance and upgrade traffic signals at up to thirty-one locations throughout the City. It is anticipated that the traffic signal upgrades will increase safety and reduce crashes and injuries at these locations.

If approved, the item will: 1) authorize the Mayor to execute an intergovernmental agreement (“IGA”) for the Project with the Colorado Department of Transportation (“CDOT”); 2) appropriate \$606,410 of HSIP grant funds for the Project; 3) appropriate matching funds from the Transportation Services funds reserves, 4) move previously appropriated matching funds from the Transportation Services fund for the Project; and 5) appropriate funds to the Art in Public Places (“APP”) program.

Resolution Adopted.

Ordinance Adopted on First Reading.

25. Items Relating to the Prairie Ridge Conservation Project.

A. Resolution 2024-110 Authorizing the Mayor to Execute an Intergovernmental Agreement with Larimer County and the City of Loveland to Partner on the Purchase of a 142-acre Property in the Loveland Community Separator

B. First Reading of Ordinance No. 131, 2024, Authorizing the Conveyance of Property Rights Relating to the Acquisition of Property in the Loveland Community Separator.

The purpose of this item is to authorize an Intergovernmental Agreement (IGA) with Larimer County and the City of Loveland for the Prairie Ridge Addition. The Project will conserve 142-acres in fee adjacent to Prairie Ridge Natural Area in the Loveland Community Separator. The Ordinance will authorize the conveyance of a conservation easement on the property and a farming lease over the Prairie Ridge property.

Resolution Adopted.

Ordinance Adopted on First Reading.

26. Items Relating to the Pedestrian Intersection Improvements Project.

A. Resolution 2024-111 Authorizing the Execution of an Intergovernmental Agreement Between the City of Fort Collins and the Colorado Department of Transportation for the Pedestrian Intersection Improvement Project.

B. First Reading of Ordinance No. 132, 2024, Making Supplemental Appropriations and Authorizing Transfers of Appropriations for the Pedestrian Intersection Improvements Project and Related Art in Public Places.

The purpose of this item is to enable the City to receive and expend federal Highway Safety Improvement Program (“HSIP”) funds and local funds for the Pedestrian Intersection Improvements Project (the “Project”). The funds will be used to design and install pedestrian improvements at five locations. It is anticipated that these improvements will improve bicycle and pedestrian safety by reducing crashes.

If approved, the item will: 1) authorize the Mayor to execute an intergovernmental agreement (“IGA”) for the Project with the Colorado Department of Transportation (“CDOT”); 2) appropriate \$1,250,326 of HSIP grant funds for the Project; 3) move previously appropriated matching funds from the Community Capital Improvement Program (“CCIP”) Bicycle Program and Transportation Services Fund for the Project; and 4) appropriate funds to the Art in Public Places (“APP”) program.

Resolution Adopted.

Ordinance Adopted on First Reading.

27. Items Relating to the Mulberry Street Traffic Signal Synchronization Project.

A. Resolution 2024-112 Authorizing the Execution of an Intergovernmental Agreement Between the City of Fort Collins and the Colorado Department of Transportation for the Mulberry Street Traffic Signal Synchronization Project.

B. First Reading of Ordinance No. 133, 2024, Making Supplemental Appropriations and Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for the Mulberry Street Traffic Signal Synchronization Project and Related Art in Public Places.

The purpose of this item is to enable the City to receive and expend federal Congestion Mitigation and Air Quality (“CMAQ”) Improvement Program funds and local funds for the Mulberry Street Traffic Signal Synchronization Project (the “Project”). The funds will be used to gather and evaluate data for existing conditions and install adaptive signal system equipment at appropriate intersections on East Mulberry Street between College Avenue and Greenfields Court. It is anticipated that the synchronization of traffic signals along this corridor will reduce congestion and improve air quality.

If approved, the item will: 1) authorize the Mayor to execute an intergovernmental agreement (“IGA”) for the Project with the Colorado Department of Transportation (“CDOT”); 2) appropriate \$440,000 of CMAQ grant funds for the Project; 3) appropriate matching funds from the Transportation Services Funds Reserves for the Project; and 4) appropriate funds to the Art in Public Places (APP) program.

Resolution Adopted.

Ordinance Adopted on First Reading.

28. Resolution 2024-113 Authorizing the City Manager to Enter into Two Agreements with the Colorado State Forest Service for the Michigan Ditch Pre-Fire Mitigation Project.

The purpose of this item is for Council to authorize the City Manager to execute two agreements with the Colorado State Forest Service (CSFS) for the Michigan Ditch Pre-Fire Mitigation Project: (1) a services agreement to establish roles and responsibilities; and (2) a grant agreement to secure partial funding.

Resolution Adopted.

29. **Resolution 2024-114 Amending the Intergovernmental Agreement for Between the City of Loveland for the Construction, Ownership, Operation, Maintenance and Management of the Northern Colorado Law Enforcement Training Center.** Item 1.

The purpose of this item is to amend the original intergovernmental agreement (the “IGA”) for Northern Colorado Law Enforcement Training Center (“NCLETC”) to allow access to existing funds for needed repairs, maintenance and procurement of supplies by the facility manager as well as to clarify some definitions.

Resolution Adopted.

30. **Resolution 2024-115 Endorsing the Nomination of Tricia Canonico to the Board of Directors of the National League of Cities.**

The purpose of this item is to adopt a resolution of support for Councilmember Tricia Canonico as she applies for a leadership position on the Board of Directors of the National League of Cities.

Resolution Adopted.

31. **Resolution 2024-116 Setting the Dates of the Public Hearings on the 2025-26 Proposed City of Fort Collins Budget.**

The purpose of this item is to set two public hearing dates for the proposed 2025-26 budget that the City Manager has filed with the City Clerk pursuant to Section 2 of City Charter Article V. Section 3 of City Charter Article V now requires Council to set a date for a public hearing on the proposed budget and to cause notice of the hearing to be published. This Resolution sets two public hearing dates. The first for Council’s regular meeting on September 17, 2024, and the second for its regular meeting on October 1, 2024. The Resolution also directs the City Clerk to publish the notice of these two hearings that is attached as Exhibit “A” to the Resolution.

Resolution Adopted.

32. **Resolution 2024-117 Excusing the Absence of Mayor Jeni Arndt from Attendance at the September 3, 2024, Regular City Council Meeting.**

The purpose of this item is to excuse the absence of Mayor Jeni Arndt from the City Council meeting on September 3, 2024.

Resolution Adopted.

END OF CONSENT CALENDAR

Councilmember Pignataro moved, seconded by Councilmember Gutowsky, to approve the recommended actions on items 1-32 on the Consent Calendar.

Councilmember Potyondy thanked all who came out to speak about Item No. 17, *Second Reading of Ordinance No. 123, 2024, Amending Chapter 4 of the Code of the City of Fort Collins to Ban the Retail Sale of Dogs and Cats*. She stated Councilmembers are cognizant that this will not fix every issue but the ordinance speaks to our values as pet owners in the community and allows any existing businesses to transform their business model.

The motion carried 6-0.

Ayes: Mayor Pro Tem Francis, Councilmembers Gutowsky, Pignataro, Ohlson, Potyondy and Canonico. Nays: none.

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

None.

L) STAFF REPORTS

None.

M) COUNCILMEMBER REPORTS

Councilmember Canonico thanked the volunteers who came to the volunteer appreciation dinner. She stated last week marked the 20,000th Connexion customer and she reported on attending the League of Women Voters dinner.

Councilmember Gutowsky reported on the new alley improvements off Olive Street behind Bohlander Funeral Home and noted this is the 12th of 17 alleys that will be improved.

Councilmember Potyondy reported on the new asphalt art project on Canyon near the Lincoln Center and thanked the members of the community who volunteered to help with the project.

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

None.

O) CONSIDERATION OF ITEMS PLANNED FOR DISCUSSION

None.

P) RESUMED PUBLIC COMMENT

None.

Q) OTHER BUSINESS

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

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

OB 2. Councilmember Pignataro moved, seconded by Councilmember Canonico, 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 subsection (4)(b)**

for the purpose of discussing with the City's attorneys and appropriate management staff specific legal questions related to collective bargaining with the Fraternal Order of Police and the manner in which particular policies, practices or regulations of the City related to collective bargaining and employment may be affected by existing or proposed provisions of federal, state or local law.

And pursuant to:

Item 1.

- **City Charter Article Roman Numeral Two, Section 11(1),**
- **City Code Section 2-31(a)(1)(d), and**
- **Colorado Revised Statutes Section 24-6-402 subsection (4)(f)(I),**

for the purpose of discussing with the City’s attorneys and appropriate management staff personnel and strategy matters relating to negotiations with the Fraternal Order of Police.”

The motion carried 6-0.

Ayes: Mayor Pro Tem Francis, Councilmembers Gutowsky, Pignataro, Ohlson, Potyondy and Canonico. Nays: none.

(Secretary’s Note: Council went into executive session at 7:20 p.m. The Council meeting was reconvened at 8:15 p.m.)

R) ADJOURNMENT

There being no further business before the Council, the meeting was adjourned at 8:15 p.m.

Mayor Pro Tem

ATTEST:

City Clerk

File Attachments for Item:

2. Second Reading of Ordinance No. 124, 2024, Appropriating Prior Year Reserves in the General Fund and Authorizing Transfer of Appropriations to the Recreation Fund for the Purchase of a Bus for Use by the Recreation Department's Childcare Programs.

This Ordinance, unanimously adopted on First Reading on September 3, 2024, appropriates funds designated for childcare projects to purchase a full-size bus committed to Recreation Department's childcare programs.

September 17, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

LeAnn Williams, Director, Recreation
 Marc Rademacher, Sr. Manager, Recreation
 Adam Molzer, Manager, Social Sustainability

SUBJECT

Second Reading of Ordinance No. 124, 2024, Appropriating Prior Year Reserves in the General Fund and Authorizing Transfer of Appropriations to the Recreation Fund for the Purchase of a Bus for Use by the Recreation Department's Childcare Programs.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on September 3, 2024, appropriates funds designated for childcare projects to purchase a full-size bus committed to Recreation Department's childcare programs.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

BACKGROUND / DISCUSSION

In February 2020, a City asset that had historically been used to provide childcare services, located at 906 East Stuart Street in Fort Collins, was sold by Real Estate Services. The sale proceeds of \$269,524 were designated by City leadership at the time to address undefined future childcare issues, and the funds were dedicated to an Assigned reserve titled "childcare needs".

The Social Sustainability Department (SSD) has maintained the lead role in addressing Council's priority focused on community-level childcare infrastructure in recent years. In May 2023, recognizing that these funds had not been activated in 3+ years, SSD initiated an internal, interdepartmental review of potential projects that might benefit City-led childcare initiatives and broader childcare interests in Fort Collins. An overview of the process and timeline is attached.

In total, 8 project options from 4 departments were identified and further explored to determine the highest and best use of the childcare funds. Through collaborative discussions, self-vetting, and probing inquiries, 1 project option remains for further funding consideration.

The purchase of a full-size bus committed to the Recreation Department's childcare programs and related enrichment activities has been identified as a suitable investment using these assigned funds dedicated for childcare purposes.

Programming: The bus will be used primarily for the following program purposes:

- Camp Funquest and other summer youth camps.
- Other school-out day programs.
- Diversified youth recreation programs (ski trips, teen trips to corn mazes, other field trips, etc.), including Adaptive Recreation Opportunities (ARO) youth programs.
- Other City departments with youth-focused programs (when it is not needed by Recreation).
- Expanded childcare programs housed at the future southeast community center (2028).

Thirty-six (36) additional spots could be created for Camp Funquest with the addition of the bus resource. This offers a potential 22% increase in summer childcare spots provided by Recreation. 40% of enrollments in 2023 received reduced-fee tuition for income-qualified households.

The anticipated impacts of this purchase are as follows:

- Adds childcare spots by expanding day-trip participant capacity, which is currently limited by the Recreation Department's van-only fleet.
- Extends the life of Recreation's van fleet.
- Improves safety for children and staff by utilizing professional CDL drivers in a single vehicle.
- Simplifies logistics for childcare programming.

Vehicle Selection: Electric and CNG/RNG vehicle options were considered, however; those models do not have the necessary distance range to transport program participants to non-local destinations (ex: Estes Park and Denver) without re-charge or re-fuel services that are not yet easily accessible for those engine types. A diesel bus option has been identified as a suitable choice given its longer distance range capacity, as well as modern, lower-emission engines that are comparable with CNG/RNG vehicles. The City's Purchasing Department has indicated that vendor sourcing for this bus purchase can be completed following a Cooperative Contract vendor process.

Operations & Maintenance:

Drivers – Recreation Department will work with PSD to hire their CDL-qualified drivers during the out-of-school season. Recreation could also pay to have 2-3 Senior Coordinators (City staff) in youth programming complete their CDL to ensure there are enough qualified drivers to ensure there are a sufficient number of qualified drivers in the event that the PSD driver shortage extends into summer programming.

Storage – The bus will be parked at the fleet services yard when not in operation.

Budget – Recreation has existing O&M budgeted for the bus that was decommissioned, which will be assigned to this new bus.

Service – Repairs and upkeep will follow the recommended fleet maintenance program.

Durability – The anticipated useful life of the bus would be 10-12 years.

Transfort – The bus will remain independent from the Transfort fleet. Recreation is unable to use the Transfort fleet due to federal funding restrictions on those assets.

TBL Scan: A Triple Bottom Line Scan was completed on the purchase of a new diesel engine bus to assess the impacts of acquiring this new asset against environmental, economic, and social health interests. The results are included as an attachment and reflect the following:

- Strong, positive direct impacts for Social interests
- Moderate, positive direct impacts for Economic interests
- Moderate, neutral indirect impacts for Environmental interest

Equity Scan: An Equity Scan was completed by the City’s Equity Office to evaluate the proposed bus purchase against the City’s interests related to diversity, equity, and inclusion. The results are included as an attachment and reflect the following:

- Addresses community interest to increase childcare spots.
- Increases inclusion for youth with disabilities.
- Program materials are provided in Spanish. Consider translation/interpretation to Mandarin, as well as general reminder to provide translation/interpretation services for related programming.

Budget History: Prior budget offers for a bus purchase were not funded in the City’s 2020, 2021 and 2022 Budgeting For Outcomes (BFO) cycles. Recreation will evaluate other funding mechanisms to purchase a bus if funding is not secured with these dedicated childcare funds.

CITY FINANCIAL IMPACTS

This appropriation will utilize \$169,500 from the Childcare Reserve in the General Fund for transfer to the Recreation Department for the bus purchase, branded wrap and kit. The remaining \$100,024 will be retained for consideration of future eligible projects within the City organization.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 124, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING PRIOR YEAR RESERVES IN THE GENERAL
FUND AND AUTHORIZING TRANSFER OF APPROPRIATIONS
TO THE RECREATION FUND FOR THE PURCHASE OF A BUS
FOR USE BY THE RECREATION DEPARTMENT'S CHILDCARE
PROGRAMS

A. In February 2020, the sale of a City property historically used for childcare services provided the City with \$269,524. The Social Sustainability Department has conducted a review of potential projects to benefit City-led childcare initiatives using those funds. That review concluded that procuring a full-size bus to use for the Recreation Department's childcare programs would be of significant benefit to the City and its residents. This Ordinance will appropriate \$169,500 to procure the bus.

B. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of improving access to City-provided childcare programs.

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

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

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

F. The City Manager has recommended the transfer of \$169,500 from the General Fund to the Recreation Fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that there is hereby appropriated from prior year reserves in the General

Fund for transfer to the Recreation Fund and appropriated therein the sum of ONE HUNDRED SIXTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$169,500) to be expended in the Recreation Fund for the purchase of a bus for use by the Recreation Department's Childcare Programs.

Introduced, considered favorably on first reading on September 3, 2024, and approved on second reading for final passage on September 17, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: September 27, 2024
Approving Attorney: Ted Hewitt

File Attachments for Item:

3. Second Reading of Ordinance No. 125, 2024, Making Supplemental Appropriation from the Colorado Auto Theft Prevention Authority Grant for the Fort Collins Police Services Property Crimes Unit.

This Ordinance, unanimously adopted on First Reading on September 3, 2024, supports the Fort Collins Police Services' Property Crimes Unit by appropriating \$50,000 of unanticipated grant revenue awarded by the Colorado State Patrol.

In July 2024 the Colorado State Patrol awarded Fort Collins Police Services \$50,000 in capacity as a partner agency of the Beat Auto Theft Through Law Enforcement (BATTLE) Task Force. The \$50,000 award is under the BATTLE program's FY25 cycle. These state funds will be used for overtime pay for Fort Collins Police Services personnel to support multiagency and multijurisdictional BATTLE operations to identify, interdict, investigate, enforce, and prosecute motor vehicle theft-related crimes.

September 17, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Adam Ruehlen, Police Services
 Jason Lang, Police Services
 Kerri Ishmael, Grants Administration

SUBJECT

Second Reading of Ordinance No. 125, 2024, Making Supplemental Appropriation from the Colorado Auto Theft Prevention Authority Grant for the Fort Collins Police Services Property Crimes Unit.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on September 3, 2024, supports the Fort Collins Police Services' Property Crimes Unit by appropriating \$50,000 of unanticipated grant revenue awarded by the Colorado State Patrol.

In July 2024 the Colorado State Patrol awarded Fort Collins Police Services \$50,000 in capacity as a partner agency of the Beat Auto Theft Through Law Enforcement (BATTLE) Task Force. The \$50,000 award is under the BATTLE program's FY25 cycle. These state funds will be used for overtime pay for Fort Collins Police Services personnel to support multiagency and multijurisdictional BATTLE operations to identify, interdict, investigate, enforce, and prosecute motor vehicle theft-related crimes.

STAFF RECOMMENDATION

Staff recommend adoption of the Ordinance on Second Reading.

BACKGROUND / DISCUSSION

The BATTLE program is comprised of several regions throughout Colorado, including the BATTLE North region. Fort Collins Police Services, in capacity as a partner agency to the BATTLE North team, collaborates with other partner agencies to respond to motor vehicle theft-related crimes. The \$50,000 in BATTLE program funds supports Fort Collins Police Services' Property Crimes Unit in covering personnel time to prevent auto theft crimes, which has seen a steady growth within the City over the past five years.

CITY FINANCIAL IMPACTS

This item appropriates \$50,000 in unanticipated revenue from the Colorado Auto Theft Prevention Authority (CATPA) grant in support of Police Services Property Crimes Unit.

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

This grant is a reimbursement type grant, meaning General Fund expenses will be reimbursed up to \$50,000.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 125, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING A SUPPLEMENTAL APPROPRIATION FROM THE
COLORADO AUTO THEFT PREVENTION AUTHORITY GRANT
FOR THE FORT COLLINS POLICE SERVICES' PROPERTY
CRIMES UNIT

A. Fort Collins Police Services ("FCPS") is a member of the BATTLE program created by Colorado State Patrol ("CSP"). The purpose of BATTLE is for member agencies to collaborate and work with other law enforcement agencies around the state to investigate and respond to motor vehicle theft related crimes, which have seen a steady growth within the city over the past five years.

B. CSP manages the BATTLE program and provides grant funding opportunities to member agencies to help cover personnel costs for the time that is needed to prevent auto theft crimes.

C. The purpose of this item is to appropriate \$50,000 of unanticipated grant revenue from Colorado Auto Theft Prevention Authority (CATPA) to support FCPS Property Crimes Unit work on motor vehicle theft related crimes.

D. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of the prevention and investigation of motor vehicle theft crimes.

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

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

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

H. The City Council wishes to designate the appropriation herein for the CATPA Grant as an appropriation that shall not lapse until the earlier of the expiration of the grant or the City’s expenditure of all funds received from such grant.

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

Section 1. There is hereby appropriated from new revenue or other funds in the General Fund the sum of FIFTY THOUSAND DOLLARS (\$50,000) to be expended in the General Fund for the Fort Collins Police Services Property Crimes Unit.

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

Introduced, considered favorably on first reading on the September 3, 2024, and approved on second reading for final passage on September 17, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: September 27, 2024
Approving Attorney: Dawn Downs

File Attachments for Item:

4. Second Reading of Ordinance No. 126, 2024, Appropriating Prior Year Reserves in the General Fund for the Grocery Tax Rebate Program.

This Ordinance, unanimously adopted on First Reading on September 3, 2024, appropriates \$442,460 from General Fund reserves to fulfill the FY2024 Grocery Tax Rebate Program rebate and personnel budget obligations.

September 17, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Adam Molzer, Manager, Social Sustainability

SUBJECT

Second Reading of Ordinance No. 126, 2024, Appropriating Prior Year Reserves in the General Fund for the Grocery Tax Rebate Program.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on September 3, 2024, appropriates \$442,460 from General Fund reserves to fulfill the FY2024 Grocery Tax Rebate Program rebate and personnel budget obligations.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

BACKGROUND / DISCUSSION

Established in 1984, the Grocery Tax Rebate is intended to provide financially insecure residents relief from City sales tax charged on purchased food. The rebate amount is currently \$80 per person.

Applications are submitted via the Get FoCo online platform, where staff manually review each application and the uploaded documentation (EBT card copy, Medicaid card, LEAP letter, Free/Reduced Lunch letter) to verify income and residency eligibility. This is the third year partnering with Get FoCo and 96% of applications are now received via the web platform.

One 0.75-FTE staff member assists residents with the application process, manually uploads payment data, and supports a variety of other program functions to ensure a positive customer experience. This staff position was converted from hourly to classified status with benefits in January 2024, per Council guidance.

Between 2020-2023, the number of applications received increased over 95%, and rebates issued grew by 186%.

In 2023, the City processed 1,966 applications. The total amount issued in 2023 for the grocery rebate program was \$354,121. The FY2023 budget afforded \$150,000 for rebates.

From January to June 2024, the City has processed 1,553 applications. The total amount issued year-to-date in 2024 is \$292,460. The FY2024 budget affords \$165,000 for rebates.

If a monthly average of \$48,500 is realized for Q3 + Q4 2024, the total rebate obligation for 2024 will reach \$583,460. The monthly average during Q3 + Q4 2023 was \$37,333.

Additionally, Council Finance Committee expressed support for the conversion of the Grocery Tax Rebate Coordinator position from hourly to classified at their 12/14/2023 meeting. This conversion took effect in January 2024 and the resulting \$24,000 personnel budget shortfall needs to be made whole.

An appropriation of \$442,460 will meet the anticipated 2024 rebate and personnel obligations.

Actual & Anticipated	Obligation & Budget
January – June 2024 Obligated	+ \$292,460
July – December 2024 Anticipated	+ \$291,000
Personnel Conversion Shortfall	+ \$24,000
FY2024 Rebate Budget (general fund)	- \$165,000
Estimated Funding Needed	\$442,460

CITY FINANCIAL IMPACTS

This item appropriates \$442,460 from General Fund reserves for the anticipated Grocery Tax Rebate Program FY2024 budget shortfall.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The request in this Ordinance was presented at the August 1, 2024, Council Finance Committee and was recommended for approval.

Council Finance Committee also inquired about the average, annual household grocery budget expenditure in Fort Collins factored against the 2.25% grocery tax rate. Assigning a representative grocery budget amount is difficult, however; a reasonable range may be \$5,000 to \$7,500 per person each year. This correlates to \$112 to \$168 in grocery tax paid annually by a food-secure resident. This budget range is formulated from the following data:

- The Fort Collins Area Median Income (AMI) at 60% (1 household member) is \$49,920. This is the single head-of-household income limit for a Grocery Tax Rebate. A widely accepted personal budgeting guideline is to assign 10%-15% for food. This may be lower for households with restricted income or those receiving subsidized food benefits.
- To receive SNAP grocery benefits in Colorado, the gross annual income limit is \$29,160 for a single head-of-household. This provides a \$291 monthly SNAP benefit for eligible grocery purchases (10%).
- Feeding America’s annual *Map the Meal Gap* study prescribes \$411 per person per month in a food-secure Larimer County household (\$4,932 annual)

PUBLIC OUTREACH

None.

ATTACHMENTS

First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 126, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING PRIOR YEAR RESERVES IN THE GENERAL
FUND FOR THE GROCERY TAX REBATE PROGRAM

A. The City's Grocery Tax Rebate, codified in Sections 25-46 through 25-52 of the City Code, is intended to provide financially insecure residents relief from City sales tax charged on purchased food (the "Rebate"). The Rebate amount is currently \$80 per person per year.

B. Residents of the City and GMA who qualify for the Rebate may apply online. One City employee assists residents with the application process, manually uploads payment data, and supports a variety of other program functions to ensure a positive customer experience.

C. The City's 2024 budget included \$165,000 for Rebate payments. Additional funds are required to fund Rebates for all qualified residents due to increased demand for Rebates. Additionally, the position of the City employee who administers the Rebate program was converted from hourly to classified status with benefits in January 2024, increasing Rebate program costs. Consequently, an appropriation of \$442,460 is needed to fund and administer the Rebate program.

D. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of assisting low-income residents purchase food.

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

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

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that there is hereby appropriated from prior year reserves in the General Fund the sum of FOUR HUNDRED FORTY-TWO THOUSAND FOUR HUNDRED SIXTY DOLLARS (\$442,460) to be expended in the General Fund for the Grocery Tax Rebate Program.

Introduced, considered favorably on first reading on September 3, 2024, and approved on second reading for final passage on September 17, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: September 27, 2024
Approving Attorney: Ted Hewitt

File Attachments for Item:

5. Second Reading of Ordinance No. 127, 2024, Appropriating Unanticipated Philanthropic Revenue Received by City Give for Various Programs and Services as Designated by the Donors.

This Ordinance, unanimously adopted on First Reading on September 3, 2024, appropriates \$189,390 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.

September 17, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Nina Bodenhamer, City Give Director

SUBJECT

Second Reading of Ordinance No. 127, 2024, Appropriating Unanticipated Philanthropic Revenue Received by City Give for Various Programs and Services as Designated by the Donors.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on September 3, 2024, appropriates \$189,390 in philanthropic revenue received through City Give. These miscellaneous gifts to various City departments support a variety of programs and services and are aligned with both the City's strategic priorities and the respective donors' designation.

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

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

BACKGROUND / DISCUSSION

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

The City received several individual philanthropic donations supporting various departments totaling \$XX and these funds are currently unappropriated. As acknowledged by Section 2.5 of the City's Fiscal Management Policy 2-Revenue approved by City Council, the City Manager has adopted the Philanthropic Governance Policy to provide for the responsible and efficient management of charitable donations to the City.

This item requests appropriation of \$189,390 in philanthropic revenue received by City Give as follows:

A charitable gift of \$20,000 from Elevations Credit Union designated to Parks, Community Services in support of the City's 4th of July 2024 community celebration.

Grants totaling \$50,625 awarded to the City's Natural Areas designated to support restoration activities within Coyote Ridge Natural Area and Bobcat Ridge Natural Area. The funds represent a collaborative

grant via Larimer County awarded by The National Fish & Wildlife Foundation, an independent 501(c)(3) nonprofit organization.

Charitable gifts totaling \$80,000 in support of Safe Futures, Fort Collins Police Services which includes a gift of \$30,000 received from UCount, Timberline Church and \$50,000 received form Nancy Richardson in support of Safe Futures, Fort Collins Police Services as designated by the donors.

Charitable gifts totaling \$38,765 gifts designated for The Gardens on Spring Creek which includes \$665 received from OtterCares Foundation, \$1,647 received from Jessica MacMillan, \$3,000 received from Denver Botanical Garden, \$13,453 received form Judith McArthur and a \$20,000 sponsorship received from Nutrien.

These generous donations have been directed by the respective donors to be used by the City for designated uses within and for the benefit of City service areas and programs.

CITY FINANCIAL IMPACTS

This Ordinance will appropriate \$\$189,390 in new philanthropic revenue received in 2024 through City Give for gifts to various City departments support a variety of programs and services.

The donations shall be expended from the designated fund solely for the donor s’ directed intent. New Unanticipated Philanthropic Revenue is as follows:

Parks Charitable Gifts	\$20,000	General Fund
Natural Areas Charitable Gifts	\$50,625	Natural Areas Fund
Police Services Charitable Gifts	\$80,000	General Fund
The Gardens on Spring Creek Charitable Gifts	\$38,765	Cultural Services and Facilities Fund

The funds have been received and accepted per City Give Administrative and Financial Policy.

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

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 127, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING UNANTICIPATED PHILANTHROPIC
REVENUE RECEIVED BY CITY GIVE FOR VARIOUS
PROGRAMS AND SERVICES AS DESIGNATED BY THE
DONORS

A. The City of Fort Collins has long been the beneficiary of local philanthropy. 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.

B. The City has received \$189,390 in philanthropic gifts that require appropriation by City Council. These gifts are: \$20,000 received for Parks, Community Services to support the City's 4th of July community celebration; \$50,625 for the City's Natural Areas designated to support restoration activities within Coyote Ridge Natural Area and Bobcat Ridge Natural Area from Larimer County awarded by The National Fish & Wildlife Foundation; \$80,000 in support of Safe Futures, Fort Collins Police Services from Timberline Church (\$30,000) and Nancy Richardson (\$50,000); and \$38,765 for the Gardens on Spring Creek from Otter Cares Foundation (\$665), Jessica MacMillan (\$1,647), Denver Botanical Garden (\$3,000), Judith McArthur (\$13,453) and Nutrien (\$20,000).

C. This appropriation benefits the public health, safety and welfare of the residents of Fort Collins and serves the public purpose of supporting a variety of City programs and services as described herein.

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

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

F. Article V, Section 11 of the City Charter authorizes the City Council to designate in the ordinance when appropriating funds, a federal, state or private grant or donation, that such appropriation shall not lapse at the end of the fiscal year in which the appropriation is made, but continue until the earlier of the expiration of the 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 the following funds these amounts of philanthropic revenue received in 2024 to be expended as designated by the donors in support of the various City programs and services as described in this Ordinance.

General Fund	\$100,000
Natural Areas Fund	\$50,625
Cultural Services and Facilities Fund	\$38,765

Section 2. The appropriation herein for the Police Services donation 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 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 September 3, 2024, and approved on second reading for final passage on September 17, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: September 27, 2024
Approving Attorney: Ted Hewitt

File Attachments for Item:

6. Second Reading of Ordinance No. 128, 2024, Amending the City Plan Structure Plan Map in Conformance with the East Mulberry Plan Update.

This Ordinance, unanimously adopted on First Reading on September 3, 2024, updates the Structure Plan Map following the recommended Place Type changes outlined in the East Mulberry Plan. The proposed changes encompass approximately 500 acres and reflect the changes previously presented and discussed with the Planning and Zoning Commission leading up to the adoption of the East Mulberry Plan in December 2023. Proposed changes are summarized in the following sections of this report and do not deviate from what was included within the adopted version of the 2023 East Mulberry Plan.

September 17, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Megan Keith, Senior City Planner
 Janelle Guidarelli, Associate City Planner

SUBJECT

Second Reading of Ordinance No. 128, 2024, Amending the City Plan Structure Plan Map in Conformance with the East Mulberry Plan Update.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on September 3, 2024, updates the Structure Plan Map following the recommended Place Type changes outlined in the East Mulberry Plan. The proposed changes encompass approximately 500 acres and reflect the changes previously presented and discussed with the Planning and Zoning Commission leading up to the adoption of the East Mulberry Plan in December 2023. Proposed changes are summarized in the following sections of this report and do not deviate from what was included within the adopted version of the 2023 East Mulberry Plan.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

BACKGROUND / DISCUSSION

The East Mulberry Plan (the “Plan”) was adopted by City Council in December 2023. The Plan includes updated land use guidance via changes to place type designations found on the City Plan Structure Plan Map. These updates are based on changed conditions and development patterns, community engagement, and new Plan policy direction. The proposed Structure Plan map changes are an important implementation action of the East Mulberry Plan to reflect the corridor’s updated land use guidance in the comprehensive plan prior to future development, redevelopment and annexations in the Mulberry Corridor.

The recommended changes to the Structure Plan Map primarily reflect changes based on prior project-specific rezonings or annexations, the acquisition of newly purchased City properties, and reassignment of various residential neighborhoods and Manufactured Home Parks to better represent their existing residential characteristics and preservation opportunities. Several nonresidential designations near I-25 are also recommended to change to better reflect the existing mix of commercial and industrial uses around the interchange. In total, these proposed changes impact approximately 500 acres.

The table below outlines some of the recommended Place Type Changes. Each of these potential Place Type Changes are numbered, as depicted on Figure 1. Not every minor change is depicted with a map label. Table 1 also includes a column that describes how this change aligns with the goals of the Plan.

Table 1: Recommended Place Type Changes

Map Label	Place Type Assignment or Recommended Place Type Change	Alignment with Plan Goals and Strategies
1	Reassign the areas north of the Kingfisher Point Natural Area bordering Mulberry Street from the Suburban Mixed-Use Place Type to the Parks & Natural/ Protected Lands Place Type.	<p>Goal 6, Strategy 1 and 3</p> <p>Protect and enhance existing natural habitats and features like the Poudre River and the areas that surround it.</p>
2	Reassign the Nueva Vida Mobile Home Park from the Suburban Mixed-Use Place Type to the Mixed Neighborhoods Place Type.	<p>Goal 5, Strategy 2</p> <p>Preserve and enhance existing mobile home parks.</p>
3	Reassign the Boxelder Estates Neighborhood from the Suburban Neighborhood Place Type to the Rural Neighborhood Place Type.	<p>Goal 5, Strategy 1</p> <p>Maintain similar land use and streetscape character in established neighborhoods.</p>
4	Reassign the areas north of the Mulberry Street and Greenfield Court intersection from Mixed Neighborhood Place Type to Neighborhood Mixed Used District Place Type and Mixed Employment District Place Type, as approved in the Bloom PUD.	<p>Goal 4, Strategy 3</p> <p>Designate areas for commercial development that support the daily needs of residents and businesses.</p>
5	Reassign the Dry Creek neighborhood from Suburban Neighborhood Place Type to the Mixed Neighborhood Place Type.	<p>Goal 5, Strategy 1</p> <p>Maintain similar land use and streetscape character in established neighborhoods.</p>
6	Reassign the area fronting the I-25 Interchange from the Industrial Place Type to Suburban Mixed-Use District Place Type.	<p>Goal 4, Strategy 3</p> <p>Designate areas for commercial development that support the daily needs of residents and businesses.</p>
7	Reassign portions of the plan area northeast of the Airpark from the Industrial Place Type and Mixed Neighborhood Place Type to the R&D Flex District.	<p>Goal 1, Strategy 2</p> <p>Support the retention of existing industrial and agricultural business uses.</p>

The R&D Flex place type is applied to the area northeast of the Airpark, including the former runway/taxiways and the areas near Timberline and International Boulevard. The Industrial place type designation has remained for much of the Airpark southwest of the former runway/taxiways. The Industrial District place type supports land uses such as manufacturing, assembly plants, warehouses, outdoor storage yards, distribution facilities, as well as flex space for smaller, local start-ups. Transportation facilities in the Industrial District should promote the efficient movement of commercial truck traffic that supports and facilitates industrial function.

The R&D Flex District is one of the most flexible place type designations and supports a wide range of light industrial, employment, and commercial/retail land uses. Application of the R&D place type is supportive of Plan goals to remain a viable place for business and industry and promote additional neighborhood services and retail. This is particularly relevant for large portions of the former runway/taxiways and area around International Boulevard, which forms a bridge between established industrial development and new residential neighborhoods. The flexibility and range of uses within this place type make it ideal to accommodate a variety of future functions and land uses serving the needs of industrial and residential users while applying more modern buffering and compatibility development standards.

Figure 1 highlights the recommended changes, outlined in the East Mulberry Plan, in a red outline. Figure 2 below shows the existing Structure Plan Map, created in 2019. This existing Structure Plan map also includes this red outline showing the areas of potential change.

Figure 1: Potential Structure Plan Map Changes

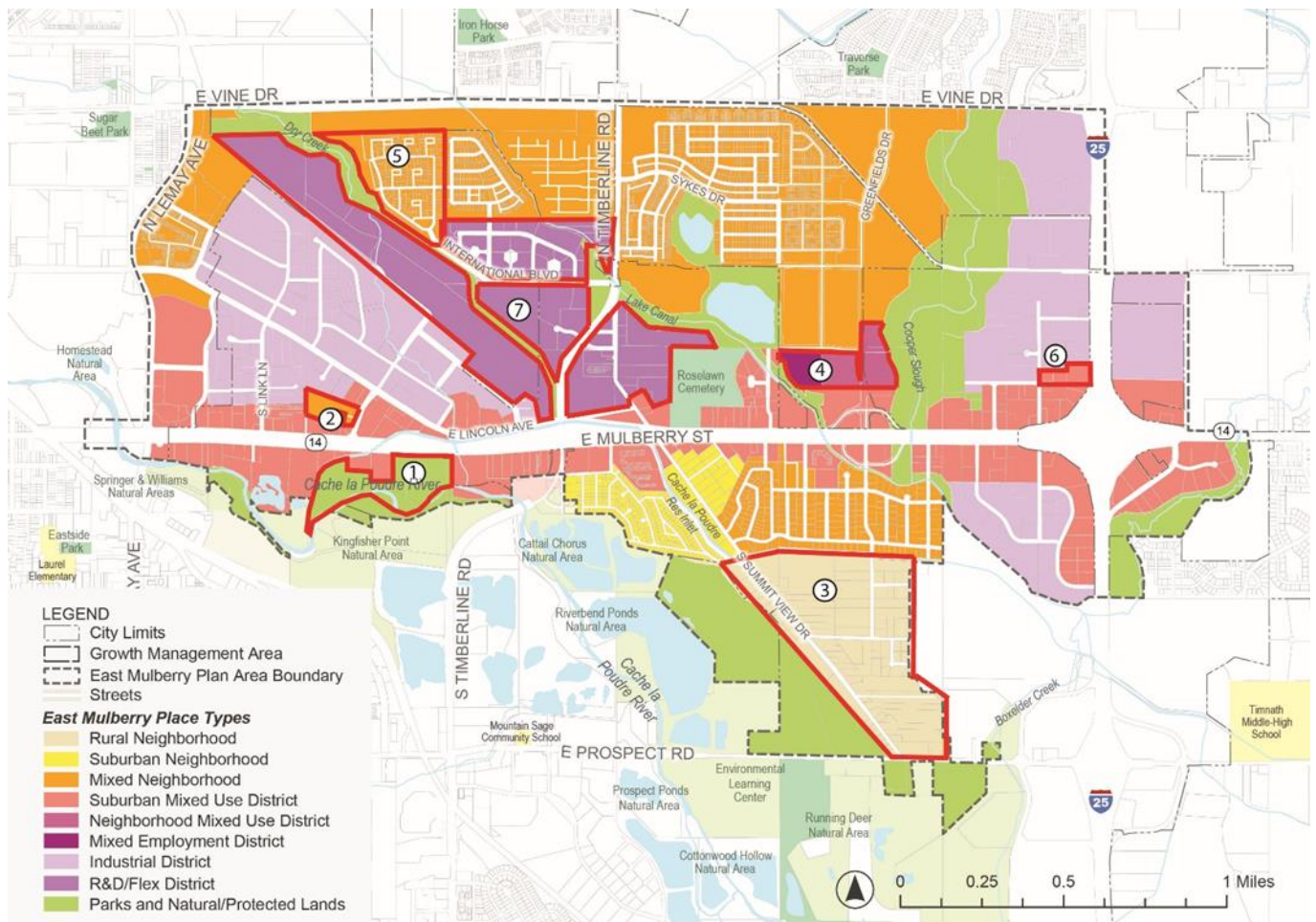
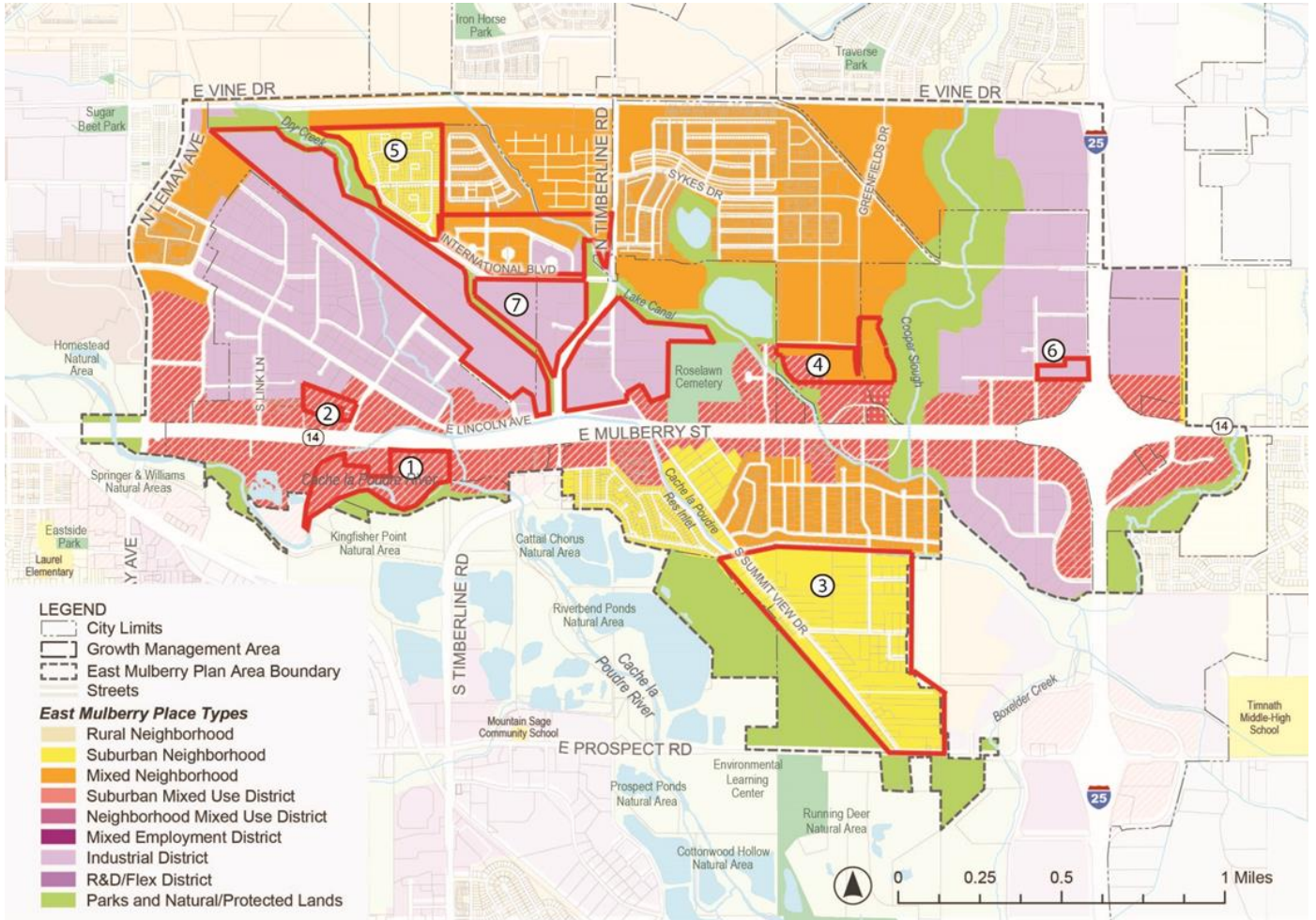


Figure 2: Existing Structure Plan Map (2019)



The table below illustrates the general alignment between the current Fort Collins zoning districts and the place types found in the City Plan Structure Plan Map. In some instances, there is a one-to-one relationship between the current zoning districts and the corresponding Structure Plan place types (i.e., the Industrial Zoning District and the Industrial District place type). In other instances, there are multiple zoning districts that may correspond with the purpose and intent of a particular Structure Plan place type (i.e., there are four zoning districts that correspond to the Mixed-Neighborhood place type), or multiple place types that correspond with a zoning district. Place types represent a broader approach to future land use guidance compared to zoning alone.

Table 2: Current City Zoning Districts and Corresponding Structure Plan Place Types

CURRENT CITY ZONING DISTRICTS	CORRESPONDING STRUCTURE PLAN PLACE TYPES
Residential	
Rural Lands District (RUL)	Rural Neighborhood
Residential Foothills District	
Urban Estate District	Rural Neighborhood or Suburban Neighborhood depending on development context
Low Density Residential District (RL)	Suburban Neighborhood
Low Density Mixed-Use Neighborhood (LMN)	Suburban Neighborhood or Mixed- Neighborhood depending on development context
Old Town District, Low (OT-A) - formerly NCL	Suburban Neighborhood
Medium Density Mixed-Use Neighborhood District (MMN)	Mixed Neighborhood
Old Town District, Medium (OT-B) - formerly NCM	
Old Town District, High (OT-C) formerly NCB	
High Density Mixed-Use Neighborhood District (HMN)	
Commercial and Mixed Use	
Downtown	Downtown
Community Commercial District (CC)	Suburban Mixed-Use
Community Commercial District- North College District (CCN)	
Community Commercial District- Poudre River District (CCR)	
Service Commercial District (CS)	
General Commercial District (CG)	Suburban Mixed-Use, Urban Mixed-Use
Neighborhood Commercial District (NC)	Neighborhood Mixed-Use
Limited Commercial District (CL)	Downtown; Suburban Mixed-Use
Employment and Industrial	
Employment District (E)	Mixed Employment; R&D Flex
Industrial District (I)	Industrial, R&D Flex

As an attachment to this staff report, pages extracted from City Plan describing each Place Type, principle and supporting land uses, density, and key characteristics of the place types are provided as Attachment 5. The attached excerpt is pages 92 through 107 of City Plan.

CITY FINANCIAL IMPACTS

None.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The Planning and Zoning Commission voted 7-0 to recommend City Council adopt amendments to the Structure Plan Map.

PUBLIC OUTREACH

As described in the East Mulberry Plan, community engagement related to the Plan spanned multiple years and took multiple forms. Some notable engagement activities beginning in 2020 included the following:

- East Mulberry Business Focus Groups, August 2020
- Community Q&A Sessions, April 2021
- Community Visioning Sessions, June 29, July 14, and August 4, 2021
- Online Visioning Survey, Summer 2021
- Community Advisory Group Meetings – five meetings spanning October 2021 through April 2022
- Community Workshops, October 2021
- Community and Business Workshops, January, and February 2022 Community Open House, October 2023

Notification and ongoing communication with residents and businesses occurred through the following channels:

- Over 2,200 postcard invitations were mailed to all addresses within the East Mulberry Enclave.
- Press Release distributed February 23, 2023.
- Over 200 in-person business visits to hand-deliver invitations.
- Invitation and event reminders distributed to over 500 East Mulberry email newsletter subscribers.

Summary documents of all engagement activities are available within the appendix of the East Mulberry Plan.

ATTACHMENTS

First Reading attachments not included.

1. Ordinance for Consideration
2. Exhibit A to Ordinance

ORDINANCE NO. 128, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING THE CITY PLAN STRUCTURE PLAN MAP IN
CONFORMANCE WITH THE EAST MULBERRY PLAN UPDATE

A. City Council adopted the East Mulberry Plan in December 2023 via Ordinance No. 162, 2023, to update the East Mulberry Corridor Plan adopted in 2002.

B. The East Mulberry Plan is an element of City Plan, the City's comprehensive plan, and it serves as a guide for growth and development in the area.

C. The Structure Plan Map contained in City Plan depicts place type designations within the city and the Growth Management Area (GMA) and serves as a guide for growth and development, especially for areas of the GMA subject to annexation and zoning.

D. To conform with the East Mulberry Plan and prior project specific rezonings and zonings related to annexations, City staff initiated a City Plan amendment to update the place type designations on the Structure Plan Map in seven areas totaling approximately 500 acres of land as shown on Exhibit "A" attached hereto.

E. At its July 18, 2024, regular meeting, the Planning and Zoning Commission on a 7-0 vote unanimously recommended that City Council amend the Structure Plan Map to make the changes shown on Exhibit "A".

F. City Council has determined that the proposed amendment of the Structure Plan Map is in the best interests of the city.

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

Section 1. The City Council finds that the amendment to the existing City Plan Structure Plan Map is necessary to conform to the East Mulberry Plan and prior rezonings and zonings related to annexations.

Section 2. City Council finds that the proposed amendment promotes the public welfare and is consistent with the vision, goals, principles and policies of City Plan and the elements thereof.

Section 3. The City Plan Structure Plan Map is hereby amended so as to appear as shown on Exhibit "A" attached hereto and incorporated herein by this reference.

Introduced, considered favorably on first reading on September 3, 2024, and approved on second reading for final passage on September 17, 2024.

Mayor

ATTEST:

City Clerk

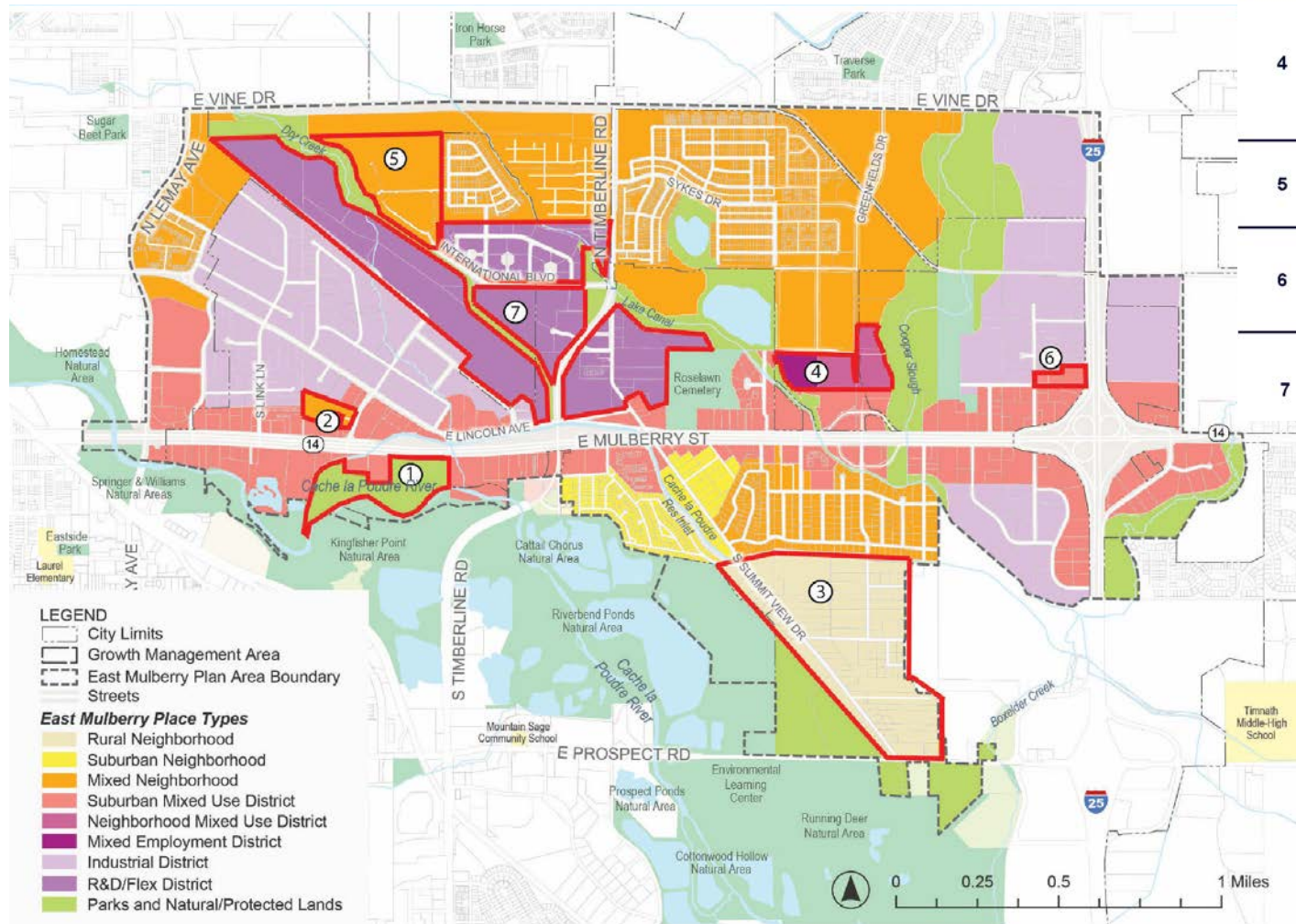
Effective Date: September 27, 2024
Approving Attorney: Brad Yatabe

EXHIBIT A TO ORDINANCE NO. 128, 2024

Item 6.

Map Label	Place Type Assignment or Recommended Place Type Change
-----------	--

- | | |
|---|--|
| 1 | Reassign the areas north of the Kingfisher Point Natural Area bordering Mulberry Street from the Suburban Mixed-Use Place Type to the Parks & Natural/ Protected Lands Place Type. |
| 2 | Reassign the Nueva Vida Mobile Home Park from the Suburban Mixed-Use Place Type to the Mixed Neighborhoods Place Type. |
| 3 | Reassign the Pleasant Acres and Boxelder Estates Neighborhoods from the Suburban Neighborhood Place Type to the Rural Neighborhood Place Type. |
| 4 | Reassign the areas north of the Mulberry Street and Greenfield Court intersection from Mixed Neighborhood Place Type to Neighborhood Mixed Used District Place Type and Mixed Employment District Place Type, as recommended within the Bloom PUD. |
| 5 | Reassign the Dry Creek neighborhood from Suburban Neighborhood Place Type to the Mixed Neighborhoods Place Type. |
| 6 | Reassign the area fronting the I-25 Interchange from the Industrial Place Type to Suburban Mixed-Use District Place Type. |
| 7 | Apply the R&D Flex Place Type designation to portions of the plan area northeast of the Airpark. |



File Attachments for Item:

7. Second Reading of Ordinance No 129, 2024, Making Supplemental Appropriations and Authorizing Transfers of Appropriations for the William Neal and Ziegler Intersection Improvements Project and Related Art in Public Places.

This Ordinance, unanimously adopted on First Reading on September 3, 2024, enables the City to receive and expend federal Transportation Alternatives Program (“TAP”) funds and local funds for the William Neal and Ziegler Intersection Improvements Project (the “Project”). The funds will be used to design and install an at-grade bicycle and pedestrian crossing at the intersection of William Neal Parkway and Ziegler Road. It is anticipated that a new at-grade crossing at this intersection will provide a safe crossing point between the Rendezvous Trail and Rigden Farm to the west and the Poudre River Trail extension and the future East Community Park to the east.

If approved, the item will: 1) authorize the Mayor to execute an intergovernmental agreement (“IGA”) for the Project with the Colorado Department of Transportation (“CDOT”); 2) appropriate \$603,624 of TAP grant funds for the Project; 3) move previously appropriated matching funds from the Sustainable Funding 2050 Tax and Community Capital Improvement Program (CCIP) Bicycle Program for the Project; and 4) appropriate funds to the Art in Public Places (APP) program.

September 17, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Tracy Dyer, Project Manager
Dana Hornkohl, Capital Projects Manager

SUBJECT

Second Reading of Ordinance No 129, 2024, Making Supplemental Appropriations and Authorizing Transfers of Appropriations for the William Neal and Ziegler Intersection Improvements Project and Related Art in Public Places.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on September 3, 2024, enables the City to receive and expend federal Transportation Alternatives Program (“TAP”) funds and local funds for the William Neal and Ziegler Intersection Improvements Project (the “Project”). The funds will be used to design and install an at-grade bicycle and pedestrian crossing at the intersection of William Neal Parkway and Ziegler Road. It is anticipated that a new at-grade crossing at this intersection will provide a safe crossing point between the Rendezvous Trail and Rigden Farm to the west and the Poudre River Trail extension and the future East Community Park to the east.

If approved, the item will: 1) authorize the Mayor to execute an intergovernmental agreement (“IGA”) for the Project with the Colorado Department of Transportation (“CDOT”); 2) appropriate \$603,624 of TAP grant funds for the Project; 3) move previously appropriated matching funds from the Sustainable Funding 2050 Tax and Community Capital Improvement Program (CCIP) Bicycle Program for the Project; and 4) appropriate funds to the Art in Public Places (APP) program.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

BACKGROUND / DISCUSSION

The intersection of William Neal Parkway and Ziegler Road is currently side street stop-controlled with high speeds and volumes on Ziegler Road. Current pedestrian and bicycle demand is high after the construction of residential housing to the west (Rigden Farm) including a local trail (Rendezvous Trail), and the Poudre River Trail segments to the east. City staff anticipates a traffic signal will be warranted at the intersection in the future. However, the need to address pedestrian and cyclist safety exists today. With the construction of the East Community Park and final segments of the Poudre River Trail, it is anticipated that demand for a safe intersection crossing will be significantly higher. The Project would close the gap between a local trail and neighborhood and the Poudre River Trail, providing a safe connection to the East Community

Park. Because of the extents of the Poudre River Trail, the project will increase access to schools, parks, transit, and the regional community.

The Project will install enhanced at-grade bicycle and pedestrian facilities at the intersection. In addition, the Project will improve connectivity to the Poudre River Trail in the vicinity where the Poudre River Trail crosses the Great Western Railway. Improvements at the intersection will meet the requirements of the Americans with Disabilities Act, eliminating or mitigating existing roadway hazards. The Project will install pedestrian and bike count collection infrastructure. The data will be shared with the North Front Range Metropolitan Planning Organization (“NFRMPO”) and CDOT. Signage and wayfinding will be included in the Project similarly to other City trail projects.

The Project is not explicitly defined in the NFRMPO Regional Active Transportation Plan (2021), but the need for safe local trail connections to the Poudre River Trail is identified and the Project will provide such a connection. The City’s Active Modes Plan identifies these improvements. This intersection is routinely used in the Safe Routes to School (SRTS) training rides with students.

City staff initially submitted to the NFRMPO for TAP funding for the Project in 2021. The Project was waitlisted at that time. Additional funding became available in 2023 as part of Infrastructure Investment and Jobs Act (IIJA) and the TAP funds were awarded.

CITY FINANCIAL IMPACTS

The following is a summary of the funding anticipated for design, right-of-way acquisition, and construction for the William Neal and Ziegler Intersection Improvements Project.

Funds to be Appropriated per this Action	
Transportation Alternatives Program (TAP) Funds	\$ 603,624
Sustainable Funding 2050 Tax (previously appropriated)	\$ 70,700
Community Capital Improvement Program (CCIP) Bicycle Program (previously appropriated)	\$ 55,479
Total Funds to be Appropriated per this Action	\$ 729,803
Transfer to Art in Public Places	\$ 700
Total Project Funds	\$ 729,103

The total fund amount projected for this Project is \$729,103 composed of funds appropriated with this action.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

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

PUBLIC OUTREACH

Staff will develop and implement a Public Engagement Plan for the Project in conjunction with the Communications & Public Involvement Office.

ATTACHMENTS

First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 129, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING SUPPLEMENTAL APPROPRIATIONS AND
AUTHORIZING TRANSFERS OF APPROPRIATIONS FOR THE
WILLIAM NEAL AND ZIEGLER INTERSECTION
IMPROVEMENTS PROJECT AND RELATED ART IN PUBLIC
PLACES

A. This Ordinance concerns the design and construction of and funding for an at-grade bicycle and pedestrian crossing at the intersection of William Neal Parkway and Ziegler Road to provide a safe crossing point between the Rendezvous Trail and Rigden Farm to the west and the Poudre River Trail extension and the future East Community Park to the east.

B. The intersection of William Neal Parkway and Ziegler Road is currently side street stop-controlled with high speeds and volumes on Ziegler Road. Current pedestrian and bicycle demand at the intersection is high after the construction of residential housing to the west (Rigden Farm) including a local trail (Rendezvous Trail), and the Poudre River Trail segments to the east.

C. City staff anticipate a traffic signal will be warranted at the intersection in the future. With the construction of the East Community Park and final segments of the Poudre River Trail, it is anticipated that demand for a safe intersection crossing will be significantly higher. However, the need to address pedestrian and cyclist safety exists today.

D. The William Neal and Ziegler Intersection Improvements Project (the "Project") has been developed to improve bicycle and pedestrian safety, to improve all modes of traffic flow at the William Neal/Ziegler Intersection, and to further develop the City's transportation infrastructure and interconnected trail network.

E. The Project will install enhanced at-grade bicycle and pedestrian facilities at the intersection. In addition, the Project will improve connectivity to the Poudre River Trail in the vicinity where the Poudre River Trail crosses the Great Western Railway. The Project will close the gap between a local trail and neighborhood and the Poudre River Trail, providing a safe connection to the East Community Park. Because of the extents of the Poudre River Trail, the project will increase access to schools, parks, transit, and the regional community.

F. Improvements at the intersection will meet the requirements of the Americans with Disabilities Act, eliminating or mitigating existing roadway hazards.

G. Signage and wayfinding will be included in the Project similarly to other City trail projects.

H. The Project will install pedestrian and bike count collection infrastructure. The data will be shared with the North Front Range Metropolitan Planning Organization (“NFRMPO”) and the Colorado Department of Transportation (“CDOT”). Although the Project is not explicitly defined in the NFRMPO Regional Active Transportation Plan (2021), the need for safe local trail connections to the Poudre River Trail is identified. The Project will provide such a connection.

I. The City’s Active Modes Plan identifies these improvements. This intersection is routinely used in the Safe Routes to School (“SRTS”) training rides with students.

J. City staff initially submitted to the NFRMPO for federal Transportation Alternatives Program (“TAP”) funding for the Project in 2021. The Project was waitlisted at that time. Additional funding became available in 2023 as part of Infrastructure Investment and Jobs Act (“IIJA”), and the TAP funds were awarded.

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

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

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

N. The City Manager has recommended the transfer of \$70,700 from the 2050 Parks Rec Transit and OCF fund to the Capital Projects fund and \$55,479 from the Community Capital Improvement Program Bicycle Program Budget in the Capital Projects fund to the William Neal and Ziegler Intersection Improvement Project Budget in the Capital Projects fund determined that the purpose for which the transferred funds are to be expended remains unchanged.

O. 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.

P. The total project cost of \$70,000 has been used to calculate the contribution to the APP program.

Q. The amount to be contributed in this Ordinance will be \$700.

R. A portion of the funds appropriated in this Ordinance for the Project are ineligible for use in the APP program due to restrictions placed on them by Colorado Department of Transportation, the source of these funds.

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

T. The City Council wishes to designate the appropriation herein for William Neal and Ziegler Intersection Improvements Project as an appropriation that shall not lapse until the completion of the project.

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

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

Section 1. There is hereby appropriated from new revenue or other funds in the Capital Projects fund the sum of SIX HUNDRED THREE THOUSAND SIX HUNDRED TWENTY-FOUR DOLLARS (\$603,624) to be expended in the Capital Projects fund for the Willam Neal and Ziegler Intersection Improvements Project.

Section 2. The unexpended and unencumbered appropriated amount of SEVENTY THOUSAND SEVEN HUNDRED DOLLARS: (\$70,700) is authorized for transfer from the 2050 Parks Rec Transit and OCF fund to the Capital Projects fund and appropriated therein to be expended for the Willam Neal and Ziegler Intersection Improvements Project.

Section 3. The unexpended and unencumbered appropriated amount of FIFTY-FIVE THOUSAND FOUR HUNDRED SEVENTY-NINE DOLLARS: (\$55,479) is authorized for transfer from the Bicycle Program budget in the Capital Projects fund to the William Neal and Ziegler Intersection Improvement budget in the Capital Projects fund

and appropriated therein to be expended for the William Neal and Ziegler Intersection Improvements Project.

Section 4. The unexpended and unencumbered appropriated amount of FIVE HUNDRED FIFTY DOLLARS (\$550) in the Capital Projects fund is hereby authorized for transfer to the Cultural Services and Facilities fund and appropriated and expended therein to fund art projects under the APP program.

Section 5. The unexpended and unencumbered appropriated amount of ONE HUNDRED FORTY DOLLARS (\$140) in the Capital Projects fund is hereby authorized for transfer to the Cultural Services and Facilities fund and appropriated and expended therein for the operation costs of the APP program.

Section 6. The unexpended and unencumbered appropriated amount of TEN DOLLARS (\$10) in the Capital Projects fund is hereby authorized for transfer to the Cultural Services and Facilities fund and appropriated and expended therein for the maintenance costs of the APP program.

Section 7. The appropriation herein for the William Neal and Ziegler Intersection Improvements Project is hereby designated, as authorized in Article V, Section 11 of the City Charter, as an appropriation that shall not lapse at the end of this fiscal year but continue until the completion of the project.

Introduced, considered favorably on first reading on September 3, 2024, and approved on second reading for final passage on September 17, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: September 27, 2024
Approving Attorney: Heather N. Jarvis

File Attachments for Item:

8. Second Reading of Ordinance No. 130, 2024, Making Supplemental Appropriations of Prior Year Reserves and Highway Safety Improvement Program Grant Funds and Authorizing Transfers for the Signal Upgrades Project and Related Art in Public Places.

This Ordinance, unanimously adopted on First Reading on September 3, 2024, enables the City to receive and expend federal Highway Safety Improvement Program (“HSIP”) funds and local funds for the Signal Upgrades Project (the “Project”). The funds will be used to enhance and upgrade traffic signals at up to thirty-one locations throughout the City. It is anticipated that the traffic signal upgrades will increase safety and reduce crashes and injuries at these locations.

If approved, the item will: 1) authorize the Mayor to execute an intergovernmental agreement (“IGA”) for the Project with the Colorado Department of Transportation (“CDOT”); 2) appropriate \$606,410 of HSIP grant funds for the Project; 3) appropriate matching funds from the Transportation Services funds reserves, 4) move previously appropriated matching funds from the Transportation Services fund for the Project; and 5) appropriate funds to the Art in Public Places (“APP”) program.

September 17, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Dillon Willett, Project Manager
Dana Hornkohl, Capital Projects Manager

SUBJECT

Second Reading of Ordinance No. 130, 2024, Making Supplemental Appropriations of Prior Year Reserves and Highway Safety Improvement Program Grant Funds and Authorizing Transfers for the Signal Upgrades Project and Related Art in Public Places.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on September 3, 2024, enables the City to receive and expend federal Highway Safety Improvement Program (“HSIP”) funds and local funds for the Signal Upgrades Project (the “Project”). The funds will be used to enhance and upgrade traffic signals at up to thirty-one locations throughout the City. It is anticipated that the traffic signal upgrades will increase safety and reduce crashes and injuries at these locations.

If approved, the item will: 1) authorize the Mayor to execute an intergovernmental agreement (“IGA”) for the Project with the Colorado Department of Transportation (“CDOT”); 2) appropriate \$606,410 of HSIP grant funds for the Project; 3) appropriate matching funds from the Transportation Services funds reserves, 4) move previously appropriated matching funds from the Transportation Services fund for the Project; and 5) appropriate funds to the Art in Public Places (“APP”) program.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

BACKGROUND / DISCUSSION

Traffic Operations staff identified ten intersections where there are frequent rear-end crashes on the approaches to the intersection. Staff proposed to install an additional primary signal head at each of these locations. In addition, staff proposed to install reflectorized borders and/or backplates to all signal faces at these locations. These practices have been proven to reduce rear-end crash rates and the severity of these crashes. In 2022, CDOT awarded the City an HSIP grant to perform the proposed work at these intersections (see attachment 4, Project Vicinity Map 1).

Traffic Operations staff identified twenty-one intersections on arterial roadways where there are frequent approach-turn crashes. Staff proposed to install Flashing Yellow Arrow (“FYA”) signal heads at these locations. This practice has been proven to reduce approach-turn crashes, particularly left-turn crashes. In 2023, CDOT awarded the City an HSIP grant to perform the proposed work at these intersections (see attachment 5, Project Vicinity Map 2).

CITY FINANCIAL IMPACTS

The following is a summary of the funding anticipated for design, procurement, and installation for the Signal Upgrades Project.

Funds to be Appropriated per this Action	
Highway Safety Improvement Program (HSIP) Funds	\$ 606,410
Transportation Services Funds Reserves	\$ 39,278
Transportation Services Funds (previously appropriated)	\$ 28,775
Total Funds to be Appropriated per this Action	\$ 674,463
Transfer to Art in Public Places	\$ 674
Total Project Funds	\$ 673,789

The total fund amount projected for this Project is \$673,789 composed of funds appropriated with this action.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

This Project was identified in the 2024 work plan for the Traffic Operations Department.

PUBLIC OUTREACH

Staff will develop and implement a Public Engagement Plan for the Project in conjunction with the Communications and Public Involvement Office.

ATTACHMENTS

First Reading attachments not included.

1. Ordinance for Consideration
2. Exhibit A to Ordinance (Project Vicinity Maps 1 and 2)

ORDINANCE NO. 130, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING SUPPLEMENTAL APPROPRIATIONS OF PRIOR YEAR
RESERVES AND HIGHWAY SAFETY IMPROVEMENT
PROGRAM GRANT FUNDS AND AUTHORIZING TRANSFERS
FOR THE SIGNAL UPGRADES PROJECT AND RELATED ART
IN PUBLIC PLACES

A. This Ordinance concerns the Signal Upgrades Project (the “Project”) to upgrade and improve traffic signals at up to thirty-one locations throughout the City to increase safety and reduce crashes.

B. Traffic Operations staff identified ten intersections where there are frequent rear-end crashes on the approaches to the intersection. Staff proposed to install an additional primary signal head and reflectorized borders and/or backplates to all signal faces at each of these locations. These practices have been proven to reduce rear-end crash rates and the severity of these crashes. See Exhibit A, Project Vicinity Map 1.

C. In 2022, the Colorado Department of Transportation (“CDOT”) awarded the City a federal Highway Safety Improvement Program (“HSIP”) grant to perform the signal head and reflectorized borders/backplates work at the identified ten intersections.

D. Traffic Operations staff identified twenty-one intersections on arterial roadways where there are frequent approach-turn crashes. Staff proposed to install Flashing Yellow Arrow (“FYA”) signal heads at these locations. Employing FYAs has been proven to reduce approach-turn crashes, particularly left-turn crashes. See Exhibit A, Project Vicinity Map 2.

E. In 2023, the CDOT awarded the City an HSIP grant to perform the FYA installation work at the identified twenty-one intersections.

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

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

H. Article V, Section 9 of the City Charter permits the City Council, upon recommendation of the City Manager, to make a supplemental appropriation by ordinance at any time during the fiscal year, provided that the total amount of such supplemental

appropriation, in combination with all previous appropriations for that fiscal year, do not exceed the current estimate of actual and anticipated revenues and all other funds to be received during the fiscal year.

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

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

K. The City Manager has recommended the transfer of \$28,775 from Previously appropriated funds in the Transportation Services fund to the Capital Projects fund and \$28,775 from reserves in the Transportation Services fund to the Capital Projects fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

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

M. The total Project cost of \$67,379 has been used to calculate the contribution to the APP program.

N. The amount to be contributed in this Ordinance will be \$674.

O. A portion of the funds appropriated in this Ordinance for the Project are ineligible for use in the APP program due to restrictions placed on them by Colorado Department of Transportation, the source of these funds.

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

Q. The City Council wishes to designate the appropriation herein for the Signal Upgrades Project as an appropriation that shall not lapse until the completion of the Project.

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

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

Section 1. There is hereby appropriated from new revenue or other funds in the Capital Projects fund the sum of SIX HUNDRED SIX THOUSAND FOUR HUNDRED TEN DOLLARS (\$606,410) to be expended in the Capital Projects fund for the Signal Upgrades Project.

Section 2. The unexpended and unencumbered appropriated amount of TWENTY-EIGHT THOUSAND SEVEN HUNDRED SEVENTY-FIVE DOLLARS: (\$28,775) is authorized for transfer from the Transportation Services fund to the Capital Projects fund and appropriated therein to be expended for the Signal Upgrades Project.

Section 3. There is hereby appropriated from prior year reserves in the Transportation Services fund the sum of THIRTY-NINE THOUSAND TWO HUNDRED SEVENTY-EIGHT DOLLARS (\$39,278) to be expended in the Transportation Services fund for Transfer to the Capital Projects fund and appropriated therein to be expended for the Signal Upgrades Project.

Section 4, The unexpended and unencumbered appropriated amount of FIVE HUNDRED THIRTY DOLLARS (\$530) in the Capital Projects fund is hereby authorized for transfer to the Cultural Services and Facilities fund and appropriated and expended therein to fund art projects under the APP program.

Section 5. The unexpended and unencumbered appropriated amount of ONE HUNDRED THIRTY DOLLARS (\$130) in the Capital Projects fund is hereby authorized for transfer to the Cultural Services and Facilities fund and appropriated and expended therein for the operation costs of the APP program.

Section 6. The unexpended and unencumbered appropriated amount of FOURTEEN DOLLARS (\$14) in the Capital Projects fund is hereby authorized for transfer to the Cultural Services and Facilities fund and appropriated and expended therein for the maintenance costs of the APP program.

Section 7. The appropriations herein for the Signal Upgrades 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.

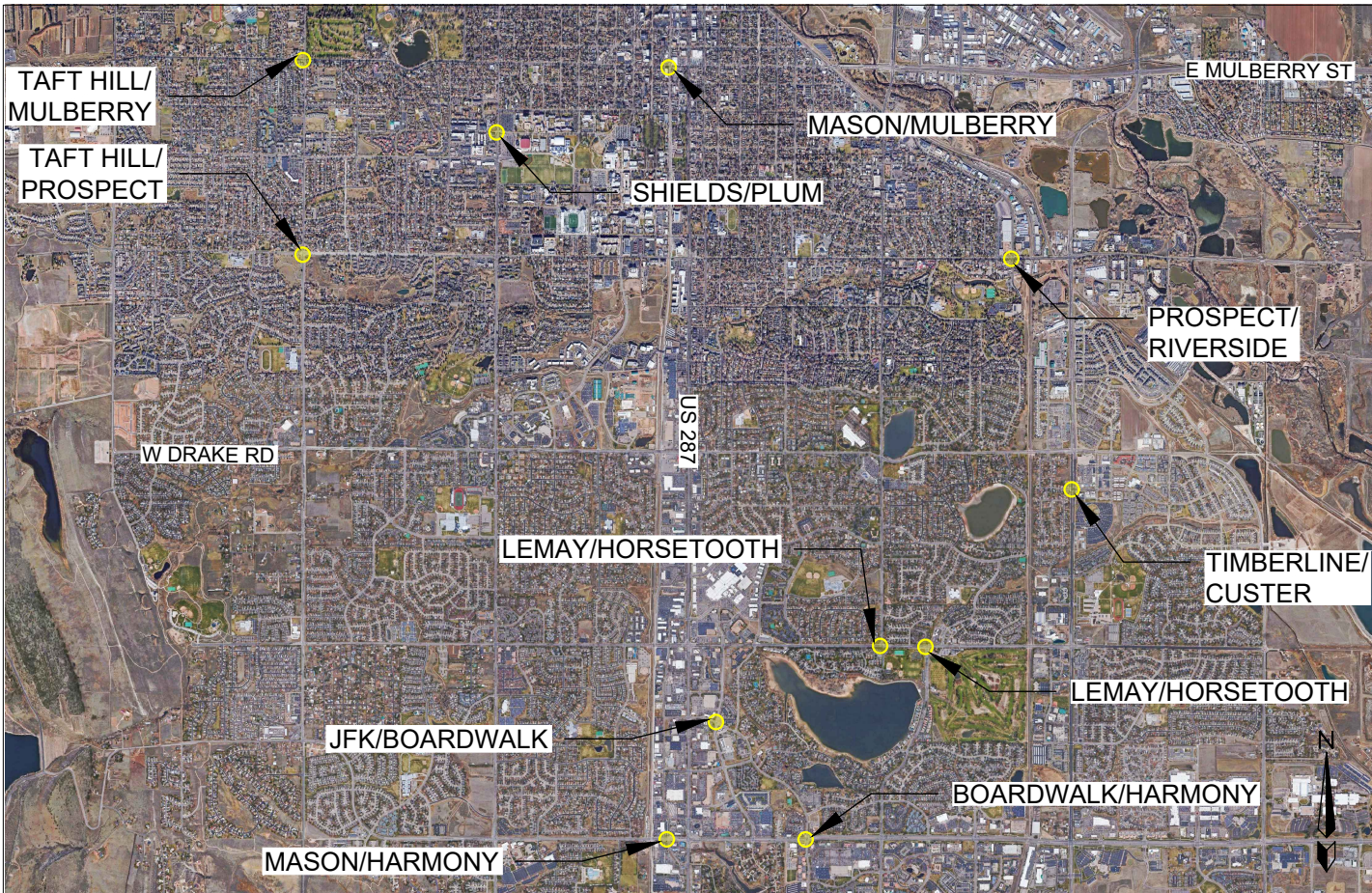
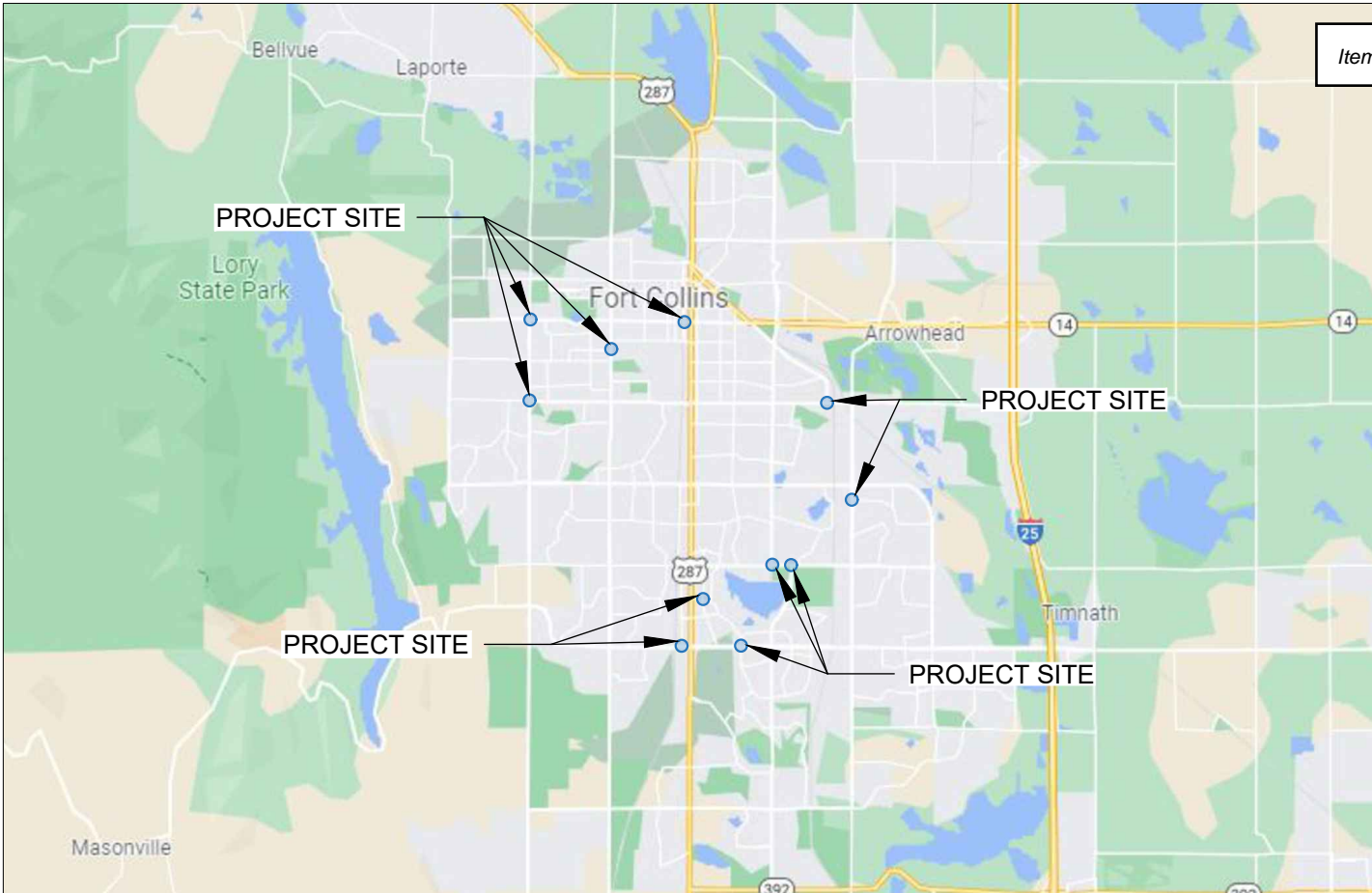
Introduced, considered favorably on first reading on September 3, 2024, and approved on second reading for final passage on September 17, 2024.

Mayor

ATTEST:

City Clerk

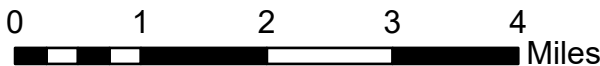
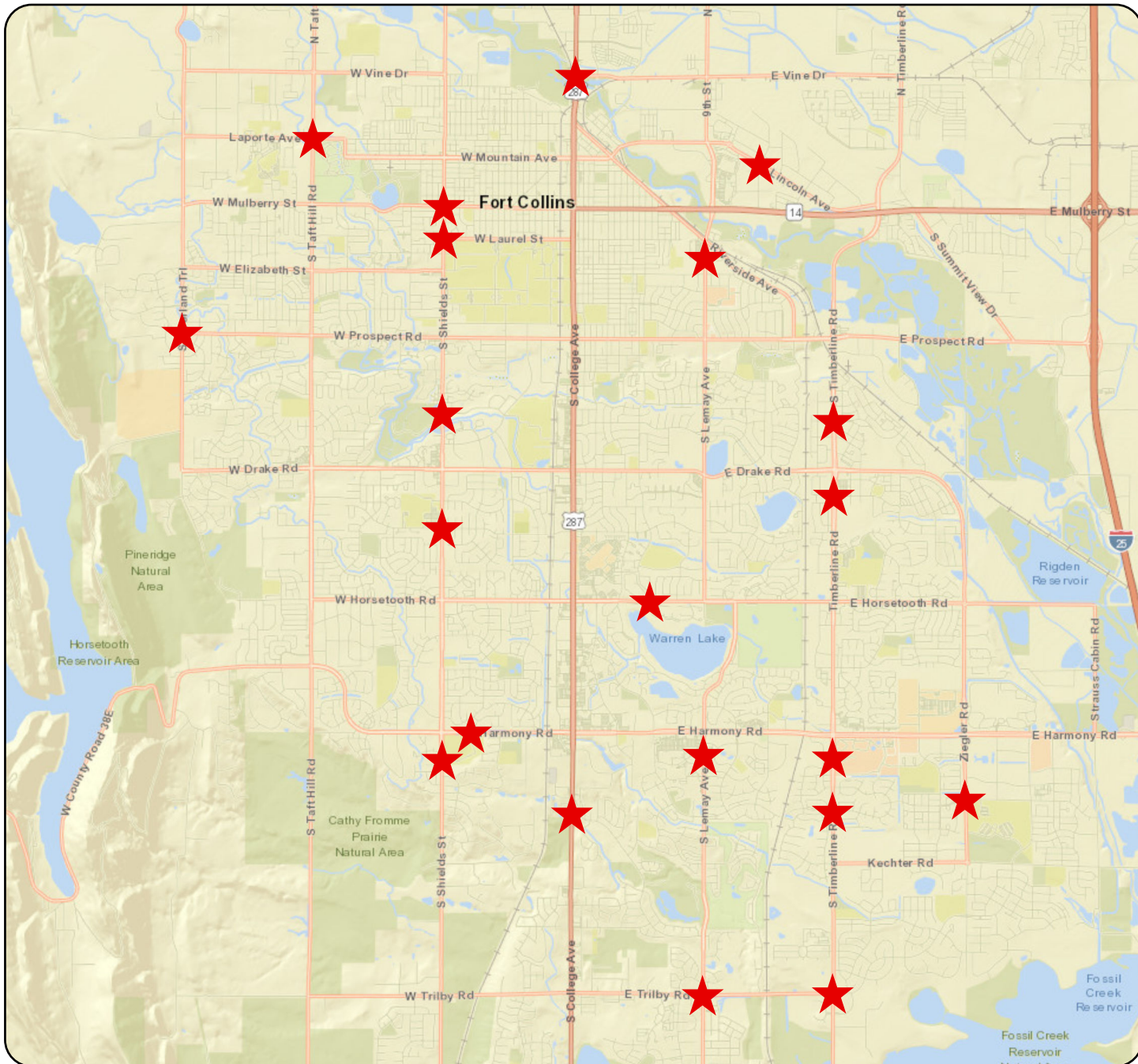
Effective Date: September 27, 2024
Approving Attorney: Heather N. Jarvis



Signal Upgrades
Vicinity Map 1

Signal Upgrades

Vicinity Map 2



 Project Locations



City of Fort Collins, Bureau of Land Management, Esri, HERE, Garmin, NGA, USGS, NPS



File Attachments for Item:

9. Second Reading of Ordinance No. 131, 2024, Authorizing the Conveyance of Property Rights Relating to the Acquisition of Property in the Loveland Community Separator.

This Ordinance, unanimously adopted on First Reading on September 3, 2024, authorizes an Intergovernmental Agreement (IGA) with Larimer County and the City of Loveland for the Prairie Ridge Addition. The Project will conserve 142-acres in fee adjacent to Prairie Ridge Natural Area in the Loveland Community Separator. The Ordinance will authorize the conveyance of a conservation easement on the property and a farming lease over the Prairie Ridge property.

September 17, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Tawnya Ernst, Land Conservation Lead Specialist
Julia Feder, Environmental Planning Manager

SUBJECT

Second Reading of Ordinance No. 131, 2024, Authorizing the Conveyance of Property Rights Relating to the Acquisition of Property in the Loveland Community Separator.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on September 3, 2024, authorizes an Intergovernmental Agreement (IGA) with Larimer County and the City of Loveland for the Prairie Ridge Addition. The Project will conserve 142-acres in fee adjacent to Prairie Ridge Natural Area in the Loveland Community Separator. The Ordinance will authorize the conveyance of a conservation easement on the property and a farming lease over the Prairie Ridge property.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

BACKGROUND / DISCUSSION

The City of Loveland, in partnership with Fort Collins and the County, acquired the original 785-acre Prairie Ridge Natural Area from the Sauer family in 2000. Fee title ownership is split 75% (Loveland) and 25% (Fort Collins).

There are three entities intend to collaborate on the acquisition of a 142-acre addition to Prairie Ridge Natural Area. Closing is anticipated in October.

Fort Collins, Loveland and Larimer County have collaborated for more than two decades to acquire land that meets shared conservation goals. The proposed transaction between the three agencies would authorize Fort Collins to contribute \$1,702,332.00 toward the \$6.8 million acquisition of the property in exchange for a 25% ownership interest. Loveland will hold the remaining 75% interest. The County would receive a conservation easement on property for their financial contribution to the acquisition. The conservation easement adds an extra layer of protection to the conserved property and ensures it will remain undeveloped and managed for its conservation values.

Loveland and Fort Collins also intend to continue their long-standing lease arrangement with the Sauer family. Since the initial acquisition of Prairie Ridge, the Cities have entered into a series of lease agreements with the Sauers enabling the family to continue dryland farming portions of the natural area as Loveland gradually restores the property. Currently, the Sauers lease 560 acres of Prairie Ridge. As

a condition of the upcoming sale, the Sauers requested a modification to the existing lease to include the 142-acre property and to extend the lease term. To accommodate this request and simplify the lease arrangements, Loveland and Fort Collins will:

- Vacate the existing lease with the Sauers and enter into a new lease that incorporates the new and existing acreage (700 acres total)
- Establish a 10-year term for dryland farming
- Specify how the Sauer family will work with Loveland to restore agreed upon areas of the property, i.e.: north end of Prairie Ridge and drainages

Loveland is also collaborating on this initial restoration work with partners including Wildlands Restoration Volunteers and High Plains Environmental Center to restore existing wetland drainages through Prairie Ridge. The Sauer family will continue living on their adjacent 10-acre property containing a home and several agricultural outbuildings.

The project addresses key criteria noted in the Land Acquisition Partnership Guidelines:

- The project aligns with the goals of the Council-adopted Natural Areas Master Plan for regional conservation and partnerships by conserving lands within the Loveland Community Separator.
- Larimer County, the City of Loveland and the City have a positive track record of partnerships.
- The proposed partnership enhances landscape-scale conservation within the Community Separator.

CITY FINANCIAL IMPACTS

The total cost to acquire this property is \$6,720,000 plus closing and due diligence costs. The purchase price will be split as follows:

<u>Entity</u>	<u>Contribution Amount</u>
City of Loveland	\$3,506,996
City of Fort Collins	\$1,702,332
Larimer County	\$400,000
Great Outdoors Colorado Grant	\$1,100,000
Private Donor	\$40,000
High Plains Foundation	<u>\$60,000</u>
- Total	\$6,809,328

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

At its August 14, 2024, meeting, the Land Conservation and Stewardship Board voted unanimously to recommend that Council approve an Intergovernmental Agreement with Larimer County and the City of Loveland to: 1) partner on the acquisition of a 142-acre addition to Prairie Ridge Natural Area; 2) approve a farming lease with the current landowner; and 3) convey a conservation easement to Larimer County.

PUBLIC OUTREACH

Natural Areas staff presented the proposed partnership to the Land Conservation and Stewardship Board in a public meeting on August 14, 2024. Larimer County Open Lands staff presented the

proposed partnership to the Board of County Commissioners on July 30. Loveland staff presented the proposed partnership to their Open Lands and Trails Advisory Commission on August 14, 2024, and will present the project to their City Council on September 3, 2024.

ATTACHMENTS

First Reading attachments not included.

1. Ordinance for Consideration
2. Exhibit A to Ordinance
3. Exhibit B to Ordinance

ORDINANCE NO. 131, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE CONVEYANCE OF PROPERTY RIGHTS
RELATING TO THE ACQUISITION OF PROPERTY IN THE
LOVELAND COMMUNITY SEPARATOR

A. To meet shared land conservation goals, the City, the City of Loveland (“Loveland”) and Larimer County (“County”) have been collaborating for more than two decades on funding partnerships to acquire various open space properties and conservation easements.

B. The City, Loveland and the County have been working toward the purchase a 142-acre property (the “Property”) in the Loveland Community Separator adjacent to the existing 785-acre Prairie Ridge Natural Area. The legal description of the Property is as follows:

The S ½ of Section 28, Township 6 North, Range 69 West of the 6th P.M., County of Larimer, State of Colorado. Except those parcels described in deeds recorded: May 31, 2000 at Reception No. 2000035785 and October 19, 2016 at Reception No. 20160071291, and except any portion lying within County Road 19.

C. Concurrently with first reading of this Ordinance, the City Council has adopted Resolution 2024-110 authorizing an intergovernmental agreement between the City, Loveland and the County regarding the conservation of the Property (the “IGA”).

D. The County has agreed to contribute \$400,000 towards the \$6,809,328 total cost of acquisition of the Property and related costs in exchange for the City’s and Loveland’s agreement to convey to the County a conservation easement (the “Conservation Easement”) over the Property. In addition, the State Board of the Great Outdoors Colorado Trust Fund (“GOCO”) is providing Loveland a grant of \$1,100,000 toward the acquisition and GOCO will have approval authority for the Conservation Easement. The Conservation Easement will ensure that any development on the Property is limited in size and area to designated “building envelopes”, and that the Property will be managed to protect its conservation values in perpetuity. The City, Loveland and the County have also agreed that as part of the Conservation Easement, Loveland will retain the ability to construct soft surface trails on the Property. The general form of the Conservation Easement is attached as Exhibit A.

E. The City will also convey a right of first refusal to Loveland in case the City ever wishes to sell all or a portion of its fee interest in the Property, in which case Loveland would be able to purchase the fee interest up for sale at fair market value. The right of first refusal is reciprocal, so if Loveland sells all or a portion of its fee interest in the property, the City has the ability to purchase it at fair market value. The IGA provides for the right of first refusal.

F. The City and Loveland also intend to continue their lease arrangement with the Sauer family, which is the seller of the Property (the “Sauers”). Since the initial acquisition of the 785-acre Prairie Ridge property, the City and Loveland have entered into a series of lease agreements with the Sauers enabling the family to continue dryland farming portions of the Prairie Ridge Natural Area as Loveland gradually performs restoration work there. Currently, the Sauers lease 560 acres of Prairie Ridge Natural Area. As a condition of the City’s and Loveland’s purchase of the Property, the Sauers requested a modification to the existing lease to include Property and to extend the lease term in a new lease (the “Lease”).

G. The Lease will vacate the City and Loveland’s existing lease with the Sauers and enter into a new lease that incorporates the new and existing acreage, totaling 700 acres. The Lease will require rent for dryland farming, have a 10-year term and specify how the Sauers will work with Loveland to restore agreed-upon areas of the Property and Prairie Ridge Natural Area. The form of the Lease is attached hereto as Exhibit B.

H. At its August 14, 2024 meeting, the Land Conservation and Stewardship Board voted unanimously to recommend that Council approve a farming lease with the Sauers and convey a conservation easement to the County for the Property.

I. City Code Section 23-111(a) authorizes the City Council to sell, convey or otherwise dispose of any interest in real property owned by the City, provided that the City Council first finds, by ordinance, that such sale or other disposition is in the best interests of the City.

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

Section 1. The City Council hereby finds that the City’s conveyance of a conservation easement on the Property, granting of a right of first refusal on the Property to Loveland, and conveying a 10-year dryland farming lease to the Sauers on the Property and the adjacent Prairie Ridge Natural Area as provided herein are in the best interests of the City.

Section 2. The City Council hereby authorizes the Mayor to execute such documents as are necessary to convey a conservation easement to the County on terms and conditions consistent with this Ordinance, including Exhibit A, together with such terms and conditions and modifications as the City Manager, in consultation with the City Attorney, determines are necessary or appropriate to protect the interests of the City.

Section 3. The City Council hereby authorizes the Mayor to execute such documents in addition to the IGA as may be necessary to grant a right of first refusal to Loveland on terms and conditions consistent with this Ordinance, together with such terms and conditions as the City Manager, in consultation with the City Attorney, determines are necessary or appropriate to protect the interests of the City.

Section 4. The City Council hereby authorizes the City Manager to execute such documents as may be necessary to grant a 10-year dry farming lease to the Sauer family on terms and conditions consistent with this Ordinance, including Exhibit B, together with such terms and conditions and modifications as the City Manager, in consultation with the City Attorney, determines are necessary or appropriate to protect the interests of the City.

Introduced, considered favorably on first reading on September 3, 2024, and approved on second reading for final passage on September 17, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: September 27, 2024
Approving Attorney: Ted Hewitt

**General Form of the
DEED OF CONSERVATION EASEMENT**

PRAIRIE RIDGE ADDITION

NOTICE: THIS PROPERTY INTEREST HAS BEEN ACQUIRED IN PART WITH GRANT # _____ (“GRANT”) FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND. THIS DEED OF CONSERVATION EASEMENT CONTAINS RESTRICTIONS ON THE USE AND DEVELOPMENT OF THE PROPERTY WHICH ARE INTENDED TO PROTECT ITS OPEN SPACE AND OTHER CONSERVATION VALUES. THE BOARD HAS FOUND THAT THIS DEED OF CONSERVATION EASEMENT PROVIDES BENEFITS THAT ARE IN THE PUBLIC INTEREST.

This DEED OF CONSERVATION EASEMENT (“**Deed**” or “**Conservation Easement**” or “**Easement**”) is granted this _____ day of _____, 2024 (“**Effective Date**”), by the Co-grantors **CITY OF FORT COLLINS, COLORADO**, a Colorado municipal corporation, having its principal address at 300 LaPorte Avenue, P.O. Box 580, Fort Collins, CO 80522 and the **CITY OF LOVELAND, COLORADO**, a Colorado municipal corporation having its principal address at 500 E 3rd St, Loveland, CO 80537 (hereinafter collectively referred to as “**Grantor**”), to and for the benefit of the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LARIMER, STATE OF COLORADO**, whose principal address is 200 W. Oak Street, Fort Collins, Colorado 80521 (hereinafter referred to as “**Grantee**”). (Grantor and Grantee may be individually referred to herein as a “**Party**” and collectively referred to herein as “**Parties.**”) The following exhibits are attached hereto and are incorporated by reference:

- Exhibit A - Legal Description and ALTA survey of the Property
- Exhibit B - Map of the Property [including roads, features and other areas designated in this Deed]
- Exhibit C - Baseline Acknowledgement

RECITALS

A. Grantor is the sole owner in fee simple of approximately 141.861 acres of real property located in Larimer County, Colorado more particularly described in **Exhibit A** attached hereto and generally depicted on the map attached hereto as **Exhibit B** (the “**Property**”). Hereinafter, “**Grantor**” means the Grantor described above and successors to, and transferees and assigns of, Grantor's interest in the Property.

B. The Property possesses relatively natural wildlife habitat and native plant communities, significant open space, cultural resources, agricultural land and scenic and other aesthetic and ecological values (the “**Conservation Values**”) of great importance to Grantor, Grantee, the people of Larimer County and the people of the State of Colorado. In particular, the Property contains the following characteristics which are also included within the definition of Conservation Values.

- i. **Habitat Values:** The Property provides relatively natural habitat (lower montane foothills shrublands) and migration corridors for a broad range of wildlife species, including mule deer, elk, black bear, mountain lion, coyote, fox, various small mammals, various reptile and amphibian species, raptors, and other resident and migratory bird species.
- ii. **Scenic and Open Space Values:** The Property is being conserved for the scenic enjoyment of the general public. The Property is highly visible from both W. 57th Street and Wilson Avenue in Loveland, CO and provides a viewshed of the foothills and mountains. Conservation of the Property also protects the community separator as well as the agricultural heritage of the front range.
- iii. **Agricultural Land Values:** The Property is suitable for Dryland wheat farming and limited livestock grazing.
- iv. **Recreational Values:** Conservation of the Property will provide potential for future public access for appropriate non-motorized trail-based recreation such as walking, hiking, horseback riding, and biking.

C. Conservation of this property is consistent with the following federal, state and local governmental policies:

- i. C.R.S. § 33-1-101, et seq., provides in relevant part that "[i]t is the policy of the state of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and its visitors."
- ii. C.R.S. § 38-30.5-101, et seq., provides for the establishment of conservation easements to maintain land "in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural, horticultural, wetlands, recreational, forest, or other use or condition consistent with the protection of open land, environmental quality or life-sustaining ecological diversity, or appropriate to the conservation and preservation of buildings, sites, or structures having historical, architectural, or cultural interest or value."
- iii. Larimer County's Comprehensive Plan (2019) includes the following principles and policies:
 - "Larimer County supports and encourages the conservation, stewardship, and resiliency of our natural resources, wildlife habitat and ecosystems" (Sec. W&NR1).
 - "Larimer County promotes conservation of healthy, sustainable agricultural land and water resources" (Sec. W&NR2).
 - "Protect and provide adequate water resources for current and future uses in the County..." (Sec. W&NR3; 3.5).
- iv. Larimer County Open Lands Master Plan (2015) Chapter 3 establishes "priority areas" for conservation including the Laramie Foothills, Livermore, Buckeye, Buckhorn/Redstone, and Blue Mountain areas as well as partnership areas in Estes Valley, the Foothills Corridor, Bellvue, the Wellington Separator and the Laramie River Valley and states that "the Open Lands Program will primarily focus on the natural landscapes, areas of high ecological value, river

corridors, and agricultural priorities areas with willing landowners beyond municipal Growth Management Areas.” Additionally, the Larimer County Open Lands Master Plan identifies the Big Thompson River, Little Thompson River and Cache La Poudre River corridors as “priority areas” for conservation.

- v. Larimer County Open Lands Master Plan (2015) Chapter 3 also emphasizes agricultural and water rights conservation, stating that “Agriculture is an economically important land use and is integral to the local history of Larimer County and its communities. Preservation and interpretation of this important and declining land use is a benefit to the community for its food production, as a cornerstone of the local economy, as an urban delineator, providing community connection to the rural culture, and for historical context... Ensuring water availability for agriculture... is critical to sustaining conservation values throughout Larimer County.”
- vi. Larimer County Environmental Responsibility Policy states that Larimer County will "make every effort to protect the environmental integrity of the County's natural resources by developing policy to address these 11 environmental issues: Wildlife Habitats and Migration Corridors, Threatened and endangered species, Unique vegetation and critical plant communities, Wetlands/riparian/waterways, Aquatic/water quality, Hydrology/Groundwater, Unique Geological features, Agriculture, Viewsheds, Air Quality, Cultural and Traditional use features."
- vii. Larimer County’s Right to Farm and Ranch Policy (1998) states that “Ranching, farming, and all manner of agricultural activities and operations within and throughout Larimer County are integral elements of and necessary for the continued vitality of the County’s history, economy, landscape, open space, lifestyle and culture. Given their importance to Larimer County, Northern Colorado, and the State, agricultural lands and operations are worthy of recognition and protection.”
- viii. The Western Governors’ Association Policy Resolution 2021-04 states that the “Western Governors support all reasonable proactive management efforts to conserve species and the ecosystems upon which they depend to sustain populations of diverse wildlife and habitats, preclude the need to list a species under the ESA, and retain the West’s wildlife legacy for future generations. Western Governor’s also support initiatives that engage stakeholders to develop incentives for early, voluntary conservation measures to address multiple threats to species while preserving and enhancing western working landscapes.”
- ix. The Colorado Department of Transportation statutes, C.R.S. § 43-1-401, et seq., provide that the "preservation and enhancement of the natural and scenic beauty of this state" is a substantial state interest.
- x. Priority III of Colorado’s Statewide Comprehensive Outdoor Recreation Plan (SCORP) 2019-2023 is land, water, and wildlife conservation and the goal of Priority III is “Private and public lands and waters are conserved to support

sustainable outdoor recreation, the environment, and wildlife habitat. Objective I of Priority III is to advance landscape-scale conservation.

- xi. Colorado’s 2015 State Wildlife Action Plan (SWAP) contains the following guiding principles:
 - “Encourage and support conservation actions that meet the needs of Species of Greatest Conservation Need;
 - Acknowledge the pivotal role that private landowners and local stakeholders play in conservation;
 - Maintain an atmosphere of cooperation, participation, and commitment among wildlife managers, landowners, private and public land managers, and other stakeholders in development and implementation of conservation actions.”
- xii. The City of Loveland Parks, Recreation, Open Lands & Trails Master Plan 2023, Section V. Standards, Guidelines and Policies, identifies Natural Resource and Wildlife Areas to support resource and habitat conservation or protection in areas that provide an ecological or environmental benefit to the community, and Regional Open Lands and Trails to support open lands that enhance connectivity to regional trail, protect viewsheds or unique landmarks, or otherwise provide a unique benefit to City residents.
- xiii. The City of Fort Collins Natural Areas Master Plan (2014) states that “the mission of the Natural Areas Department is to conserve and enhance lands with natural resource, agricultural, and scenic values, while providing meaningful education and appropriate recreation opportunities.”
- xiv. A Plan for the Region Between Fort Collins & Loveland (1995) which prioritizes the preservation of open lands to protect views to foothills, preserve rural character and maintain a sense of separation between communities.

D. Grantor intends that the Conservation Values be preserved and protected in perpetuity, and that the Deed prohibit any uses that would materially adversely affect the Conservation Values or that otherwise would be inconsistent with the Purpose (defined below). The Parties acknowledge and agree that uses expressly permitted by this Deed and Grantor’s land use patterns existing on the Property as of the Effective Date (as defined in **Section 26**, below) do not materially adversely affect the Conservation Values and are consistent with the Purpose.

E. By granting this Deed, Grantor further intends to create a conservation easement interest that binds Grantor and future owners of the Property and to convey to Grantee the right to preserve and protect the Conservation Values in perpetuity.

F. Grantee is a governmental subdivision of the State of Colorado, with an open space program dedicated to land conservation, and a “qualified organization” under I.R.C. § 170(h) and Treas. Reg. § 1.170A-14(c), whose primary purpose is to preserve and protect significant open space, natural areas, wildlife habitat, and develop parks and trails for present and future generations.

G. Grantee is qualified to hold conservation easements as a governmental entity under C.R.S. § 38-30.5-104, *et seq.*, which provides for conservation easements to maintain land and water in a natural, scenic or open condition, for wildlife habitat, or for agricultural and other uses or conditions consistent with the protection of open land in Colorado.

H. Larimer County is certified as license number **CE035** by the State of Colorado's Division of Conservation pursuant to C.R.S. § 12-15-104 and 4 C.C.R. 752-1, Chapter 2, to hold conservation easements for which a tax credit is claimed.

I. Funding for this project has been provided in part by the Great Outdoors Colorado Trust Fund program. The voters of the State of Colorado by adoption of Article XXVII to the Constitution of the State of Colorado, the legislature of the State of Colorado by adoption of enabling legislation, and the State Board of the Great Outdoors Colorado Trust Fund ("Board"), by adopting and administering competitive grants application and rigorous due diligence review processes, have established that it is the policy of the State of Colorado and its people to preserve, protect, enhance and manage the state's wildlife, park, river, trail and open space heritage, to protect critical wildlife habitats through the acquisition of lands, leases or easements, and to acquire and manage unique open space and natural areas of statewide significance.

J. Grantee agrees by accepting this Deed to preserve and protect in perpetuity the Conservation Values for the benefit of this and future generations.

NOW, THEREFORE, pursuant to the laws of the State of Colorado, and in particular C.R.S. § 38-30.5-101, *et seq.*, and in consideration of the recitals set forth above and the mutual covenants, terms, conditions, and restrictions contained in this Deed, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor voluntarily grants and conveys to Grantee, and Grantee voluntarily accepts, a conservation easement in gross in perpetuity over the Property for the Purpose set forth below and of the nature and character and to the extent set forth in this Deed.

1. **PURPOSE.** The purpose of this Deed is to preserve and protect in perpetuity the Conservation Values as they exist upon the Effective Date and as they may evolve in the future, in accordance with I.R.C. § 170(h), Treas. Reg. § 1.170A-14 and C.R.S. § 38-30.5-101, *et seq.* ("**Purpose**"). To effectuate the Purpose, Grantor and Grantee agree: (i) to allow those uses of the Property that are expressly permitted by this Deed, subject to any limitations or restrictions stated in this Deed, and those uses of the Property that do not materially adversely affect the Conservation Values; and (ii) to prevent any use of the Property that is expressly prohibited by this Deed or will materially adversely affect the Conservation Values. Notwithstanding the foregoing, nothing in this Deed is intended to compel a specific use of the Property, such as agriculture, other than the preservation and protection of the Conservation Values.

2. **BASELINE DOCUMENTATION REPORT.** The Parties acknowledge that a written report has been prepared by Colorado Natural Heritage Program and has been reviewed and approved by the Parties, which documents the Property's condition as of the Effective Date (the "Baseline Report"). The Baseline Report contains a natural resources inventory of the Property

and also documents existing improvements on and current uses of the Property. A copy of the Baseline Report shall be kept on file with each Party and by this reference made a part of this Deed. The Parties acknowledge that the Baseline Report is intended to establish and accurately represents the condition of the Property as of the Effective Date, and the Parties have acknowledged the same in a signed statement, a copy of which is attached as **Exhibit D**. The Parties will use the Baseline Report to ensure that any future changes to the Property are consistent with the Purpose. However, the Parties agree that the existence of the Baseline Report shall in no way limit the Parties' ability to use other pertinent information in resolving any controversy that may arise with respect to the condition of the Property as of the Effective Date.

3. RIGHTS OF GRANTEE. To accomplish the Purpose, in addition to the rights of the Grantee described in C.R.S. § 38-30.5-101, *et seq.*, and the rights of Grantee described elsewhere in this Deed, the Deed conveys the following rights to Grantee:

- a. To preserve and protect the Conservation Values in perpetuity;
- b. To enter upon the Property at reasonable times to monitor Grantor's compliance with and, if necessary, to enforce the terms of this Deed. Such entry shall be made upon prior reasonable notice to Grantor, except in the event Grantee reasonably determines that immediate entry upon the Property is necessary to prevent or mitigate a violation of this Deed. In the case where Grantee has determined that immediate entry is necessary, a reasonable attempt will be made to notify Grantor prior to such entry. Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property when exercising any such rights;
- c. To prevent any activity on or use of the Property that is inconsistent with the Purpose or the express terms of this Deed and to require the restoration of areas or features of the Property that may be damaged by any inconsistent use; and
- d. To require Grantor to consult with Grantee regarding the negotiations of any and all agreements between Grantor and third parties that may impact or disturb any portion of the surface of the Property, including but not limited to easement agreements, utility easements, right-of-way agreements, surface use agreements, and lease agreements (other than those specifically related to the agricultural operations of the Property), and to have the right to approve any such agreement prior to such agreement being executed. Nothing in this Deed is intended to require Grantee to approve any action or agreement that is inconsistent with the terms of this Deed.

4. RESERVED RIGHTS. Subject to the terms of this Deed, Grantor reserves to Grantor, and to Grantor's personal representatives, heirs, successors, and assigns, all rights accruing from Grantor's ownership of the Property, including (i) the right to engage in or permit or invite others to engage in all uses of the Property that are expressly permitted by this Deed, subject to any limitations or restrictions stated in this Deed, and those uses of the Property that do not materially adversely affect the Conservation Values; and (ii) to retain the economic viability of the Property and retain income derived from the Property from all sources, unless otherwise provided in this Deed, that are consistent with the terms of this Deed. Grantor may not, however, exercise these retained rights in a manner that is expressly prohibited by this Deed or that materially adversely

affects the Conservation Values. Without limiting the generality of the foregoing, Grantor reserves the specific rights set forth below.

a. Right to Convey. Grantor may sell, give, lease, bequeath, devise, mortgage, or otherwise encumber or convey the Property, subject to the following: (i) any lease, deed, or other conveyance or encumbrance is subject to this Deed, and any such document shall specifically incorporate the terms and conditions of this Deed by reference to this Deed; (ii) any lease or deed or other conveyance document shall specifically state which reserved rights have been exercised, if at all, and which reserved rights are specifically allocated to the new owner or lessee; and (iii) notice of any proposed conveyance or encumbrance as set forth in this **Section 4.a** shall be subject to the provisions of **Section 19** of this Deed.

b. Land Management. To accomplish the preservation and protection of the Conservation Values in perpetuity, Grantor shall operate, manage and maintain the Property in a manner that promotes the continued viability of the natural resources on the Property while maintaining any permissible productive uses of the Property, subject to the provisions of **Section 6** of this Deed. Specifically, Grantor agrees to conduct the activities listed below in a manner consistent with the Purpose. Notwithstanding the foregoing, Grantor and Grantee recognize that changes in economic conditions, in agricultural technologies, in accepted farm, ranch and forest management practices, and in the situation of Grantor may result in an evolution of agricultural, silvicultural, and other uses of the Property, and such uses are permitted if they are consistent with the Purpose.

(1) Habitat Management. Grantor may conduct any activities to create, maintain, restore, or enhance wildlife habitat and native biological communities on the Property, provided that such activities do not have more than a limited, short-term adverse effect on the Conservation Values.

(i) Weed/Pest Management. Management of land to control erosion, growth of weeds, rodents, pests, insects and pathogens, fire danger and other threats is permitted consistent with applicable laws and regulations and in keeping with maintenance of the Conservation Values of the Property, and in accordance with the Land Management Plan described in **Section 6** below. The Grantor agrees to manage noxious weeds in accordance with the requirements of Larimer County, the State of Colorado, and other applicable agencies.

(ii) Maintenance/Restoration. Maintenance, stabilization, replacement, or restoration of existing springs, wetlands, ditches, and rangeland are permitted if and to the extent consistent with the Purpose and the terms of this Deed.

(iii) Prescribed Fire. Igniting outdoor prescribed fires for ecological purposes shall be allowed on the Property, provided that such activity is conducted in accordance with accepted prescribed burn practices, all applicable laws or regulations, and the Land Management Plan described in **Section 6** below.

(2) Agriculture. Grantor reserves the right to use the Property for agricultural crops, grazing cattle, and domestic livestock including the lease of the property to individuals who intend to use the property for the same. Grantor shall conduct all agricultural activities using stewardship and management methods such as NRCS best practices that preserve the natural resources upon which agriculture is based, and will require that any tenant of the property conducts their operations in the same manner. Long-term stewardship and management goals include preserving soil productivity, maintaining natural stream channels, preventing soil erosion, minimizing and controlling invasive species, avoiding unsustainable livestock grazing practices, and minimizing loss of native vegetative cover.

(i) Grazing. Livestock grazing is permitted in accordance with sound stewardship and management practices, and in a manner that such activity does not result in overgrazing or material environmental degradation of the Property. Livestock grazing shall be managed so that the overall condition of the Property is preserved at its baseline condition and in no event in less than “fair” condition (as defined by *an applicable U.S. Department of Agriculture - Natural Resources Conservation Service Technical Guide*). For the purposes of this Deed “livestock” shall mean cattle, sheep, goats, llamas, alpaca, and bison. The raising of other livestock and/or game animals shall not be permitted unless specifically approved by the Grantee and described in the Land Management Plan. The Grantor shall comply with and have responsibility for compliance of the Property with the Colorado Noxious Weed Act and any other governmental noxious weed control regulations.

(3) Timber Management. Grantor may plant native trees on the Property. Trees may be cut to control insects and disease, to control invasive non-native species, to prevent personal injury and property damage, to promote forest health, and for fire mitigation purposes including limited and localized tree and vegetation thinning and the creation of defensible space for permitted improvements. Dead trees may also be cut for firewood and other uses on the Property. Any large-scale fire mitigation activities or commercial timber harvesting on the Property shall be conducted on a sustainable yield basis and in substantial accordance with a forest management plan prepared by a competent professional forester. Any large-scale fire mitigation activities or timber harvesting shall be conducted in a manner that is consistent with the Purpose. A copy of the forest management plan shall be approved by Grantee and provided to the Board prior to any large-scale fire mitigation activities or commercial timber harvesting.

c. Recreational Activities. Grantor reserves the right to engage in non-commercial, non-motorized recreational activities, such as horseback riding, hiking, mountain biking, cross-country skiing, snowshoeing, and other similar trail-based, low-impact recreational uses, and to make the Property available to the public for such uses, in accordance with an adopted Land Management Plan and **Section 12** below. Recreational trail activities for public use in the future are permitted in accordance with **Section 4.d(2)** of this Deed. Grantor reserves the right to impose

such usage fees and accommodation rental fees as are reasonable by contemporary standards from time to time to help it defray its maintenance and operating costs associated with the Property, and may impose other reasonable terms, conditions, rules and regulations on public access and use; and Grantor may impose and enforce such closures of areas of the Property to public use and access as Grantor, in the reasonable exercise of its discretion, deems necessary and appropriate.

d. Residential and Non-Residential Improvements. There are no Residential or Non-Residential Improvements, as defined below, existing on the Property as of the Effective Date. Grantor reserves the right to construct, place, enlarge and improve Non-Residential Improvements, the locations of which are limited to the area within the Building Envelope described in **Section 4.d(1)**, with the prior written approval of Grantee, and Grantor shall provide prior notice of such construction to Grantee in accordance with **Section 7** of this Deed. Grantor reserves the right to construct Minor Non-Residential Improvements, as defined below, within or outside of the Building Envelope, without Grantee's approval. Once constructed, Grantor may remove, maintain, repair and replace such Non-Residential Improvements and Minor Non-Residential Improvements in their initially constructed locations without Grantee's approval. The construction or placement of any Residential Improvements on the Property (within or outside of the Building Envelope) is prohibited.

"Residential Improvements" shall mean covered improvements containing habitable space intended for full- or part-time human habitation, including but not limited to homes, cabins, guest houses, mobile homes, yurts, tepees, and any space attached to any such improvement such as a garage or covered porch. This definition of residential improvements is not intended to include short-term campground accommodations, such as tents or recreational vehicles.

"Non-Residential Improvements" shall mean all other covered or uncovered non-residential improvements that may be intended for public use but are not intended for human habitation, including but not limited to trailhead parking areas (including vault toilets, shelters and kiosks), parking lots, picnic areas, entrance gates and fee stations, and non-residential improvements commonly associated with campground facilities (including tent pads, recreational vehicle hook-ups, bathrooms with flush toilets and shower houses). Such non-residential improvements shall also include improvements intended to support the management and operation of the Property as an open space, including but not limited to equipment sheds and well houses.

"Minor Non-Residential Improvements" shall mean minor agricultural or non-residential improvements including but not limited to fences (subject to the terms of **Section 4.f** of this Deed), gates, corrals, cisterns, stock tanks, stock ponds, troughs, livestock feeding stations, wildlife viewing platforms, sprinklers, water lines, water wells, ditches, trail markers (including trail-based interpretive signs), site signs and trash receptacles.

In no case shall any structure be built on the Property within three hundred (300) feet of any stream, surface spring running water all year, or wetland, as identified in the Baseline Report or as may subsequently develop or be determined to exist on the Property, with the exception of water facilities (wells) described in **Section 5.h**. below. No structure shall exceed thirty (30) feet in height, as

measured from the average elevation of the finished grade to the highest point of the structure, unless approved by Grantee. Any anticipated construction not defined in the Management Plan shall require Grantee approval. All development and construction must comply with local, state, and federal requirements.

(1) **Building Envelope.** Grantor may designate one Building Envelope totaling no more than _____ (___) acres. The specific location of the Building Envelope will be determined by Grantor after the conveyance of this Deed. Prior to construction of any Non-Residential Improvements within the Building Envelope, Grantor shall present Grantee with a plan describing and depicting the proposed boundaries of the Building Envelope within the Building Area. Grantee shall review the proposed location of the Building Envelope to ensure that it is located wholly within the Building Area. Upon acknowledgment that the boundaries of the proposed Building Envelope are located wholly within the Building Area, Grantor shall, at its expense, describe and depict the boundaries of the Building Envelope using a survey and provide a copy of such survey to Grantee. Grantor and Grantee shall execute and record an addendum to this Deed that utilizes the survey describing and depicting the exact boundaries of the Building Envelope, titled Exhibit E (“Building Envelope Survey”). After the addendum is properly executed and recorded, new Non-Residential Improvements may be built within the Building Envelope subject to the following limitations:

(i) There are no limits on the number or square footage of Non-Residential and Minor Non-Residential Improvements allowed within the Building Envelope. Any improvements or the enlargement of existing improvements shall be made in such a manner that will not substantially diminish or impair the conservation values of the Property. The intent of this allowance is to give Grantor the flexibility to accommodate the variety of facilities needed to support public recreational access and the management of such access on the Property.

(ii) The maximum height of all Non-Residential and Minor Non-Residential Improvements shall not exceed thirty (30) feet.

(iii) Small scale wind or solar energy generation equipment for onsite use may be installed subject to the Larimer County building code and **Section 4.g** herein.

e. **Roads and Trails.** Maintenance of existing Roads and Trails (in existence at the time of the Effective Date) is permitted. “**Roads**” shall mean any road that is graded, improved or maintained, including seasonal unimproved roads and two-track roads. “**Trails**” shall mean any unimproved or improved path or paved or unpaved trail constructed or established by human use, but shall not include game trails established and solely used by wildlife or cattle trails established and solely used by cattle.

(1) Roads. Grantor shall not construct or establish any new Road without express written permission of Grantee. Any such road will not be wider than necessary to provide access for all permitted uses or to meet local codes for width of access to improvements permitted by this Deed. Grantor may reconstruct existing roadways, as shown on **Exhibit B** and described in the baseline report, if necessitated by natural causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. Such reconstructed roads shall be in the same location, width and level of improvement as pre-existed.

(2) Trails. While the Property is owned by the Grantor, the City of Loveland may construct unpaved trails of such number, type and nature as are normally associated with a natural area that is opened to the public for limited use. The City of Loveland will work with Grantee on the location of any potential future trail alignments by providing notice and accepting input on the extent and location of such trails to ensure their compliance with the Purpose of this Deed. Trail construction by an owner other than the City of Loveland shall be subject to prior written approval by the Grantee in its discretion. The City of Loveland may also install directional, educational, safety signs, benches or other customary trail improvements.

f. Fences. Existing fences may be maintained, repaired and replaced and new fences may be installed for purposes of reasonable and customary management of livestock, and for separation of ownership and other uses. Replacement and new fencing shall be installed in a manner that is not inconsistent with the preservation and protection of the Conservation Values of the property and shall permit the movement of wildlife across the property, following then current Colorado Parks and Wildlife wildlife-friendly fence standards. Low profile fencing that is designed to blend with or complement the natural and scenic features of the landscape should be incorporated where viewed from public vantage points.

g. Utility Improvements. If otherwise permitted in an instrument recorded as of the Effective Date, or approved by Grantor after notice to Grantee is provided in accordance with **Section 7** of this Deed, existing energy generation or transmission infrastructure and other existing utility improvements, if any, may be repaired or replaced with an improvement of similar size and type at their current locations on the Property without further permission from Grantee. Utility improvements include but are not limited to: (i) natural gas distribution pipelines, electric power poles, transformers, and lines; (ii) telephone and communications towers, poles, and lines; (iii) septic systems; (iv) water wells, domestic water storage and delivery systems; and (v) renewable energy generation systems including, but not limited to, wind, solar, geothermal, or hydroelectric for use on the Property ("**Utility Improvements**"). Utility Improvements may be enlarged or constructed on the Property, subject to the restrictions below and provided that they are consistent with the Purpose. Nothing in this section shall be construed to permit large-scale or commercial utility improvements.

1) Additional Requirements. Prior to the enlargement or construction of any Utility Improvements on the Property, Grantor shall seek approval for such enlargement or construction from Grantee in accordance with **Section 7** of this Deed. Following the repair, replacement, enlargement or construction of any Utility Improvements, Grantor shall promptly restore any disturbed area to a condition consistent with the Purpose. No Utility Improvement shall exceed thirty (30) feet in height.

(2) Alternative Energy.

(i) Wind, solar, and hydroelectric generation facilities that are primarily for the generation of energy for use on the Property in conjunction with those activities permitted by this Deed (collectively “Alternative Energy Generation Facilities”) may be constructed in accordance with this **Section 4.f**. Notwithstanding the foregoing, no approval of Grantee shall be required if the Alternative Energy Generation Facilities permitted by this **Section 4.f** are installed in conjunction with the operation of an agricultural improvement as described in **Section 4.b** of this Deed. Any other Alternative Energy Generation Facility may only be constructed with the prior written approval of Grantee in Grantee’s sole discretion. Without limiting Grantee’s right to withhold such approval in its sole discretion, factors which Grantee may consider in determining whether to grant such approval shall include, but not be limited to, (a) whether the installation and siting would substantially diminish or impair the Conservation values, (b) the physical impact of the proposed facility on the Conservation Values, (c) the feasibility of less impactful alternatives, and (d) such other factors as Grantee may determine are relevant to the decision. The construction of Alternative Energy Generation Facilities that are not for use primarily in conjunction with those activities permitted by this Deed are prohibited anywhere on the Property. Nothing in this **Section 4.f** shall be construed as permitting the construction or establishment of a commercial wind farm or solar energy production facility.

(ii) Any energy generated by Alternative Energy Generation Facilities constructed in accordance with this **Section 4.f** that is incidentally in excess of Grantor’s consumption may be sold, conveyed, or credited to a provider of retail electric service to the extent permitted by Colorado law.

(iii) In the event of technological changes or legal changes that make “expanded” Alternative Energy Generation Facilities more compatible with I.R.C. Section 170(h) or any applicable successor law, Grantee in its sole discretion may approve expanded Alternative Energy Generation Facilities that would not substantially diminish or impair the Conservation Values. For the purposes of this **Section 4.f**, the term “expanded” shall mean the development of Alternative Energy Generation Facilities to an extent that is greater than the level permitted by **Section 4.f**.

g. Historic Structures. Grantor shall have the right to maintain any historic or cultural features on the Property.

5. PROHIBITED AND RESTRICTED USES. Any activity on or use of the Property inconsistent with the Purpose of this Conservation Easement or that would materially adversely affect the Conservation Values is prohibited, and Grantor acknowledges and agrees that it will not conduct, engage in or permit any such use or activity. Without limiting the generality of the foregoing, the following uses of, or activities on, the Property, though not an exhaustive list, are inconsistent with the Purpose and are expressly prohibited:

a. Development Rights. As of the Effective Date, no structures (residential or non-residential) exist on the Property. To fulfill the Purpose, Grantor hereby conveys to Grantee all development rights, except those expressly reserved by Grantor herein, deriving from, based upon, or attributable to the Property in any way, including but not limited to, all present and future rights to divide the Property for the purpose of development into residential, commercial, or industrial lots or units or to receive density or development credits for the same for use off of the Property (“**Grantee’s Development Rights**”). The parties agree that Grantee’s Development Rights shall be held by Grantee in perpetuity in order to fulfill the Purpose, and to ensure that such rights are forever released, terminated and extinguished as to Grantor, and may not be used on or transferred off of the Property to any other property or used for the purpose of calculating density credits or permissible lot yield of the Property or any other property.

b. Improvements.

(1) Residential Improvements. Grantor shall not construct or place any Residential Improvements on the Property. Residential Improvements are defined in **Section 4.d** of this Deed.

(2) Non-Residential, and Minor Non-Residential Improvements. Grantor shall not construct or place any Non-Residential Improvements or Minor Non-Residential Improvements on the Property except in accordance with **Section 4.d** of this Deed. The construction or placement of Non-Residential Improvements outside of the Building Envelope described in **Section 4.d(1)** is prohibited.

(3) Recreational and Commercial Improvements. Grantor shall not construct or place any new recreational improvements on the Property, including but not limited to, athletic fields, golf courses or ranges, racetracks, airstrips, helicopter pads, zip lines, or shooting ranges, except as allowed for those uses specifically reserved in **Section 4.c** above. No campsites or campgrounds shall be allowed outside the designated Building Envelope.

c. Subdivision. Division or subdivision of the Property, physically or by legal process, including partition, is strictly prohibited. At all times the Property shall be owned, conveyed and transferred subject to the terms of this Conservation Easement, and any such transfer shall convey the Property in its entirety, regardless of whether the Property consists of separate parcels as of the Effective Date, was acquired as separate parcels, or is treated as separate parcels for property tax or other purposes.

d. Removal of Vegetation and Timber Harvesting. Except as set forth in **Section 4.b** of this Deed, Grantor may not remove any vegetation, including shrubs and trees, or harvest any timber from the Property.

e. Sodbusting. Sodbusting of native habitat is prohibited, including but not limited to grassland, riparian, forest and wetland habitats. Sodbusting is defined as the practice of breaking, tilling, and/or turning over virgin soils not previously farmed. This prohibition extends to previously farmed areas that have been restored to native vegetation.

f. Mineral and Hydrocarbon Extraction. As of the Effective Date, Grantor does not own all of the coal, oil, gas, hydrocarbons, sand, soil, gravel, rock and other minerals of any kind of description (the “**Minerals**”) located on, under, or in the Property or otherwise associated with the Property. For this reason, a minerals assessment report has been completed by _____ dated _____, in compliance with I.R.C. § 170(h)(5)(b)(ii) and Treas. Reg. § 1.170A-14(g)(4). The report concludes that, as of the Effective Date, the probability of extraction or removal of Minerals from the Property by any surface mining method is so remote as to be negligible. This Deed expressly prohibits the mining or extraction of Minerals using any surface mining method. Grantor may permit subsurface access to Minerals from locations off the Property, provided that Grantor shall not permit such subsurface access to disturb the subjacent and lateral support of the Property or to materially adversely affect the Conservation Values. Notwithstanding the foregoing, Grantor and Grantee may permit mineral extraction utilizing methods other than surface mining if the method of extraction has a limited, localized impact on the Property that is not irretrievably destructive of the Conservation Values. However, Grantor and Grantee agree that the following provisions shall apply to any proposed mineral extraction by Grantor or any third party, as applicable:

(1) Soil, Sand, Gravel and Rock. Grantor may extract soil, sand, gravel or rock without further permission from Grantee so long as such extraction: (i) is solely for use on the Property for non-commercial purposes; (ii) is in conjunction with activities permitted in this Deed, such as graveling roads and creating stock ponds; (iii) is accomplished in a manner consistent with the preservation and protection of the Conservation Values; (iv) does not involve disturbing by such extraction more than one half-acre (0.5 acres) of the Property at one time, and uses methods of mining that may have a limited and localized impact on the Property but are not irretrievably destructive of the Conservation Values; (v) does not result in the establishment of new roads; (vi) is reclaimed within a reasonable time by refilling or some other reasonable reclamation method for all areas disturbed, including revegetation with appropriate seed mix to match the vegetation that was on-site prior to the disturbance; and (vii) does not disturb the

subjacent and lateral support of the Property. This provision shall be interpreted in a manner consistent with I.R.C. § 170(h), as amended, and the Treasury Regulations adopted pursuant thereto.

(2) Oil and Gas. As of the Effective Date there are no active oil or gas wells on the Property. Grantor, or a third party permitted by Grantor, may explore for and extract oil and gas owned in full or in part by Grantor, provided Grantor ensures that such activities are conducted in a manner that does not constitute surface mining and complies with the following conditions:

(i) The exploration for or extraction of oil, gas and other hydrocarbons is conducted in accordance with a plan (the “**Oil and Gas Plan**”), prepared at Grantor’s expense and approved in advance by Grantee. The Oil and Gas Plan shall describe: (a) the specific activities proposed; (b) the specific land area to be used for well pad(s), parking, staging, drilling, and any other activities necessary for the extraction of oil and gas, and the extent of the disturbance of such land area before and after reclamation; (c) the location of facilities, equipment, roadways, pipelines and any other infrastructure to be located on the Property; (d) the method of transport of oil or gas produced from the Property; (e) the method of disposal of water, mining byproducts and hazardous chemicals produced by or used in the exploration and development of the oil or gas; (f) the proposed operation restrictions to minimize the impacts on the Conservation Values, including noise and dust mitigation and any timing restrictions necessary to minimize impacts to wildlife; (g) the reclamation measures necessary to minimize disturbance to and reclaim the surface of the Property, including restoring the soils to the original contours and replanting and re-establishing native vegetation using specific seed mixes and processes to ensure successful re-vegetation of the Property, including and in addition to those measures required by law; and (h) remedies for damages to the Conservation Values.

(ii) No tank batteries, refineries, secondary production facilities, compressors, gas processing plants, or other similar facilities may be located on the Property.

(iii) Areas of surface disturbance shall be mitigated promptly in accordance with the Oil and Gas Plan.

(iv) Travel for the purpose of oil or gas development shall be restricted to existing roads or to new roads approved in advance in writing by Grantee as part of the Oil and Gas Plan.

(v) Well facilities shall either be placed underground, or screened or concealed from view by the use of existing topography, existing native vegetation, newly planted but native vegetation, and/or use of natural tone coloring. Pipelines shall be located underground along or under existing roadways.

(vi) Drilling equipment may be located above ground without concealment or screening, provided that such equipment shall be promptly removed after drilling is complete.

(vii) Any soil or water contamination due to the exploration for or extraction of oil or gas must be promptly remediated at the expense of Grantor.

(viii) Any water, mining byproducts or hazardous chemicals produced by or used in the exploration and development of the oil or gas shall not be stored or disposed of on the Property.

(ix) Flaring to enhance oil production is prohibited; flaring for emergencies or operational necessity is permitted.

(x) Grantor shall not allow use of the Water Rights for any oil and gas activities.

(xi) Grantor shall restore the well pad to the smallest footprint required post drilling as soon as initial drilling operations cease.

(xii) Grantee shall be released, indemnified and held harmless by the oil and gas operator, provided the operator is not the Grantor, from any liabilities, damages, or expenses resulting from any claims, demands, costs or judgments arising out of the exercise of any rights by Grantor, any lessees or third parties relating to the exploration for or extraction of oil, gas or hydrocarbons.

(3) Third-Party Mineral Extraction. If a third party owns all, or controls some, of the Minerals, and proposes to extract Minerals from the Property, Grantor shall immediately notify Grantee in writing of any proposal or contact from a third party to explore for or develop the Minerals on the Property. Grantor shall not enter into any lease, surface use agreement, no-surface occupancy agreement, or any other instrument related to Minerals associated with the Property (each, a “**Mineral Document**”), with a third party subsequent to the Effective Date without providing a copy of the same to Grantee prior to its execution by Grantor for Grantee’s review and approval. Any Mineral Document shall require that Grantor provide notice to Grantee whenever notice is given to Grantor, require the consent of Grantee for any activity not specifically authorized by the instrument, and give Grantee the right, but not the obligation, to object, appeal and intervene in any action in which Grantor has such rights. Any Mineral Document must either (i) prohibit any access to the surface of the Property or (ii) must (a) limit the area(s) of disturbance to a specified area(s); (b) include provisions that ensure that the proposed activities have a limited, localized impact on the Property that is not irremediably destructive of the Conservation Values; and (c) contain a full description of the activities proposed, a description of the extent of disturbance, the location of facilities, equipment, roadways, pipelines and any other infrastructure, the proposed operation restrictions to minimize

impacts on the Conservation Values, reclamation measures including and in addition to those required by law, and remedies for damages to the Conservation Values. Any Mineral Document that only permits subsurface access to Minerals but prohibits any access to the surface of the Property shall also prohibit any disturbance to the subjacent and lateral support of the Property, and shall not allow any use that would materially adversely affect the Conservation Values.

(4) This **Section 5.f** shall be interpreted in a manner consistent with I.R.C. § 170(h) and the Treasury Regulations adopted pursuant thereto.

g. Trash. The dumping or accumulation of any kind of trash or refuse on the Property, including but not limited to household trash and hazardous chemicals, is prohibited. Limited dumping or accumulation of other farm-related trash and refuse produced on the Property is permitted, provided that such dumping does not substantially diminish or impair the Conservation Values and is confined within a total area less than one-quarter acre at any given time. Recreation related trash is permitted to be accumulated on site provided that it is contained within trash cans and dumpsters and removed from the property within a reasonable period of time. This **Section 5.g** shall not be interpreted to prevent the storage of agricultural products and by-products on the Property in accordance with all applicable government laws and regulations.

h. Topographical Changes. No excavating, grading, cut and fill, berming or other similar topographical changes shall occur on the Property, except in connection with the construction of permitted improvements or in acts of restoration, if any.

i. Erosion or Water Pollution. Any activity or use that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters is prohibited.

j. Hazardous Materials. The storage, dumping or other disposal of hazardous and/or toxic materials, industrial wastes or other similar materials on the Property is prohibited.

k. Commercial or Industrial Activity.

1) No industrial uses shall be allowed on the Property. Commercial uses are allowed, as long as they are conducted in a manner that is consistent with I.R.C. § 170(h) and the Purpose. Without limiting other potential commercial uses that meet the foregoing criteria, the following uses are allowed:

(i) Grazing livestock, as defined in **Section 4.b(2)** above;

(ii) Commercial activities permitted in City of Loveland Natural Areas such as photography, seed collection, filming and guided programs (including but not limited to hikes, bike rides, horseback rides and environmental or cultural education programs).

(iii) For any commercial use not expressly set forth in this paragraph, Grantor shall provide Grantee with written notice of Grantor's proposed use, and Grantor shall only commence such use with Grantee's written approval, in accordance with **Section 7** of this Deed. Grantee shall have the right to require Grantor to supply sufficient detail to inform Grantee's approval.

(2) The foregoing descriptions of allowed commercial uses notwithstanding, commercial feed lots and other intensive growth livestock farms, such as dairy, swine or poultry farms, are inconsistent with the Purpose and are prohibited. For purposes of this Deed, "commercial feed lot" is defined as a permanently constructed, confined area or facility within which the Property is not grazed or cropped annually, and which is used and maintained for purposes of engaging in the commercial business of the reception and feeding of livestock.

m. Signs and Billboards. No commercial signs, billboards, awnings, or advertisements shall be displayed or placed on the Property, except for appropriate and customary ranch or pasture identification signs, signs identifying the Property as an Open Space area and related informational, directional, and other signage of a number, nature and type typical of other Larimer County Open Spaces (including kiosks and educational signs), "for sale" or "for lease" signs alerting the public to the availability of the Property for purchase or lease, "no trespassing" signs, signs regarding the private leasing of the Property for hunting, fishing or other low-impact recreational uses, and signs informing the public of the status of ownership. No signs shall significantly diminish or impair the Conservation Values. Grantee shall erect one or more signs visible from the nearest public roadway, or from an alternative location approved by the Board, identifying the Board's Grant and investment in this Property to the public.

n. Outdoor Lighting. Except for existing lighting not in conformity with this requirement, all external lighting shall comply with local lighting ordinances, including any dark sky requirements of the Larimer County building code.

o. Motorized Vehicles. Motorized vehicles may be used only in conjunction with activities permitted by this Deed and in a manner that is consistent with the Purpose. Motorized vehicles may not be operated or ridden "off road" on the Property, except as may be necessary for the conduct of land maintenance, including trail maintenance, patrol and construction, and agricultural activities as may be permitted by this Conservation Easement. Off-road vehicle courses for snowmobiles, all-terrain vehicles, motorcycles, or other motorized vehicles are prohibited.

6. LAND MANAGEMENT PLAN. Grantor and Grantee acknowledge that the preservation and protection of the Conservation Values as contemplated under this Deed require careful and thoughtful stewardship of the Property. Grantor and Grantee shall jointly prepare a Land Management Plan ("**Management Plan**") within ten (10) years of the Effective Date of this Deed. In the event Grantee believes at any time prior to development of the Management Plan, that the resource management practices used on the Property are not consistent with the Purpose, Grantor and Grantee shall jointly prepare an interim Land Stewardship Plan ("**Stewardship Plan**")

detailing requirements for the preservation and protection of the Conservation Values regarding: agricultural, timber, mining, water, wildlife, weed control or other management practices that Grantee has identified as being at issue. Grantor shall comply with the requirements established in the Management Plan. Grantee shall provide the Management Plan to the Board. The Parties will cooperate in an effort to update the Management Plan if either Party determines an update is necessary. Grantor shall adopt reasonable rules, regulations and enforcement practices concerning the allowed public recreational uses and shall actively manage the Property and implement and enforce such regulations and practices, in accordance with its practices for similar open space properties, so that the permitted usage of the Property by the public will not have a material adverse effect on the Conservation Values associated with the Property. The budgeted funds and resources allocated and devoted to the management of the Property, including those utilized for the implementation and enforcement of rules, regulations and practices, are solely within the discretion of Grantor.

7. GRANTOR NOTICE AND GRANTEE APPROVAL. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the Purpose. Whenever notice is required, Grantor shall notify Grantee in writing within a reasonable period of time prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Purpose. Where Grantee's approval is required, Grantor shall not undertake the requested activity until Grantor has received Grantee's approval in writing. Grantee shall grant or withhold its approval in writing within a reasonable period of time within receipt of Grantor's written request thereof and submittal sufficient supporting details as described above. Grantee's approval may be withheld only upon Grantee's reasonable determination that the activity as proposed is not consistent with the Purpose or the express terms of this Deed, unless this Deed provides that approval for a particular request may be withheld in the sole discretion of the Grantee.

8. ENFORCEMENT. If Grantee finds what it believes is a violation of this Deed, Grantee shall immediately notify Grantor and the Board in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either:

- a. Restore the Property to its condition prior to the violation; or
- b. Provide a written explanation to Grantee of the reason why the alleged violation should be permitted, in which event the Parties agree to meet as soon as possible to resolve their differences. If a resolution cannot be achieved at the meeting, the Parties may meet with a mutually acceptable mediator to attempt to resolve the dispute. Grantor shall discontinue any activity that could increase or expand the alleged violation during the mediation process. If Grantor refuses to undertake mediation in a timely manner or should mediation fail to resolve the dispute, Grantee may, at its discretion, take appropriate legal action. Notwithstanding the foregoing, when Grantee, in its sole

discretion, determines there is an ongoing or imminent violation that could irreversibly diminish or impair the Conservation Values, Grantee may, at its sole discretion, take appropriate legal action without pursuing mediation, including but not limited to seeking an injunction to stop the alleged violation temporarily or permanently or to require the Grantor to restore the Property to its prior condition. The Board shall in no event be required to participate in any mediation.

9. COSTS OF ENFORCEMENT. Grantor shall pay any costs incurred by Grantee in enforcing the terms of this Deed against Grantor, including without limitation costs and expenses of suit, attorney fees and any costs of restoration necessitated by Grantor's violation of the terms of this Deed. If the deciding body determines that Grantor has prevailed in any such legal action, then each Party shall pay its own costs and attorney fees. However, if the deciding body determines that Grantee's legal action was frivolous or groundless, Grantee shall pay Grantor's costs and attorney fees in defending the legal action.

10. NO WAIVER OR ESTOPPEL. If the Grantee does not exercise, or delays the exercise of, its rights under this Deed in the event of a violation of any term, such inaction or delay shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent violation of the same or any other term of this Deed or of any of Grantee's rights under this Deed. Grantor waives any defense of laches, estoppel, or prescription, including the one-year statute of limitations for commencing an action to enforce the terms of a building restriction or to compel the removal of any building or improvement because of the violation of the same under C.R.S. § 38-41-119, *et seq.*

11. ACTS BEYOND GRANTOR'S CONTROL. Nothing contained in this Deed shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including without limitation fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. Notwithstanding the foregoing, Grantor shall take reasonable efforts to prevent third parties from performing, and shall not knowingly allow third parties to perform, any act on or affecting the Property that is inconsistent with the Purpose.

12. ACCESS. The general public shall have access to the Property, in Grantor's discretion, subject to any regulations by Grantor necessary and appropriate to protect the public health and safety, and subject to the requirements of this Deed. The Parties acknowledge that Grantor may "post" and close portions of the Property to public access to protect areas of environmental sensitivity and for other management purposes that are consistent with the purposes of this Deed. Grantor at Grantor's sole discretion may close the entire site to public access in the event of an emergency or other exigent circumstances.

13. COSTS AND LIABILITIES. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including weed control and eradication and maintaining adequate comprehensive

general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

14. TAXES. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively “**Taxes**”), including any Taxes imposed upon, or incurred as a result of, this Deed, and shall furnish Grantee with satisfactory evidence of payment upon request.

15. LIABILITY. As government entities, Grantor and Grantee are responsible for their own wrongful or negligent acts and omissions and those of their respective officers and employees. Anything else in this Deed to the contrary notwithstanding, no term or condition of this Deed shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to Grantor and Grantee under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. Seq., as amended or as may be amended in the future (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted), subject to any applicable provisions of the Colorado Constitution and applicable laws. Without limiting the foregoing, nothing in this Deed shall be construed as giving rise to any right or ability in Grantee, nor shall Grantee have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any similar law of regulation.

16. REAL PROPERTY INTEREST. The conservation easement interest created by this Deed constitutes a real property interest immediately vested in Grantee, the value of which has not been determined as of the Effective Date. Should the Deed be taken for the public use or otherwise terminated according to **Section 17** below, Grantee shall be entitled to compensation for its interest, which shall be determined by a qualified appraisal that establishes the ratio of the value of the Deed interest to the value of the fee simple interest in the Property, expressed as a percentage, as of the date of the taking or termination (the “Easement Value Percentage”). The Easement Value Percentage shall be used to determine Grantee’s compensation according to the following **Section 17**.

17. CONDEMNATION OR OTHER EXTINGUISHMENT. If this Deed is taken, in whole or in part, by exercise of the power of eminent domain (“**Condemnation**”), or if circumstances arise in the future that render the Purpose impossible to accomplish, this Deed can only be terminated, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each Party shall promptly notify the other Party and the Board in writing when it first learns of such circumstances. Grantee shall be entitled to full compensation for its interest in any portion of this Deed that is terminated as a result of Condemnation or other proceedings. Grantee’s proceeds shall be an amount at least equal to the Easement Value Percentage multiplied by the value of the unencumbered fee simple interest (excluding the value of any improvements) in the portion of the Property that will no longer be encumbered by this Deed as a result of Condemnation or termination. Grantor and Grantee will require an appraisal to be completed by a qualified appraiser on the Colorado Department of Transportation Appraiser List to deliver a report of their

findings to all Parties, at the expense of the condemning party to determine Easement Value Percentage. Payments to the Grantee for the easement value will coincide with the percentages in which each Grantee initially contributed to the Property: City of Loveland 75%, City of Fort Collins 25%. The Board shall be entitled to receive sixteen percent (16%) of Grantee's compensation. Grantee shall promptly remit the Board's share of these proceeds to the Board.

Grantor shall not voluntarily accept proceeds equal to less than the full fair market value of the affected Property unrestricted by this Deed as determined by an appraisal or through a valuation hearing in an eminent domain proceeding without the approval of Grantee. Grantee shall use its proceeds in a manner consistent with the conservation purposes of this Deed or the mission of the Grantee. Grantee's remedies described in this **Section 17** shall be cumulative and shall be in addition to any and all remedies now or hereafter existing at law or in equity, including the right to recover any damages for loss of Conservation Values as described in C.R.S. § 38-30.5-108.

18. ASSIGNMENT.

a. This Deed is transferable, but Grantee may assign its rights and obligations under this Deed only to an organization that:

- (1) is a qualified organization at the time of transfer under I.R.C. § Section 170(h) as amended (or any successor provision then applicable) and the applicable regulations promulgated thereunder;
- (2) is authorized to acquire and hold conservation easements under Colorado law;
- (3) agrees in writing to assume the responsibilities imposed on Grantee by this Deed; and
- (4) is approved in writing as a transferee by the Board in its sole and absolute discretion. Grantee shall provide the Board with a written request to assign the Easement at least forty-five (45) days prior to the date proposed for the assignment transaction.

b. If Grantee ever shall cease to exist or is no longer qualified to enforce the terms and provisions of this Deed, a court with jurisdiction shall transfer the Grantee's rights and obligations under this Conservation Easement to another qualified organization having similar purposes that agrees to assume the responsibility.

c. The Board shall have the right to require Grantee to assign its rights and obligations under this Easement to a different organization if Grantee ceases to exist; is unwilling, unable, or unqualified to enforce the terms and provisions of this Easement; or is unwilling or unable to effectively monitor the Property for compliance with this Easement at least once every calendar year. Prior to any assignment under this Paragraph 18.c., the Board shall consult with Grantee and provide Grantee an opportunity to address the Board's concerns. If the Board's concerns are not addressed to its satisfaction, the Board may require that Grantee

assign this Easement to an organization designated by the Board that complies with Paragraph 18.a.(1), (2), and (3) above.

D. If Grantee desires to transfer this Easement to a qualified organization having similar purposes as Grantee, but Grantor or the Board has refused to approve the transfer, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Easement, provided that Grantor and the Board shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter.

e. Upon compliance with the applicable portions of this **Section 18**, the Parties shall record an instrument completing the assignment in the property records of the county or counties in which the Property is located. Assignment of the Deed shall not be construed as affecting the Deed's perpetual duration and shall not affect the Deed's priority against any intervening liens, mortgages, easements, or other encumbrances.

19. SUBSEQUENT TRANSFERS. Grantor shall incorporate by reference the terms and conditions of this Deed in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property. Grantor further agrees to give written notice to Grantee and the Board of the transfer of any interest at least forty-five (45) days prior to the date of such transfer and may be required to pay the Board an Additional Board Refund under **Section 20** below. The failure of Grantor to perform any act required by this **Section 19** shall not impair the validity of this Deed or limit its enforceability in any way.

20. ADDITIONAL BOARD REFUND. The Board's Grant has provided partial consideration for Grantor's acquisition of fee title to the Property, associated water rights, and/or partial real estate interest in the Property above and beyond this Easement; therefore, any voluntary sale, conveyance, transfer, or other disposal of all or any portion of Grantor's interest in the Property or associated water rights ("Sale"), excluding any lease of the Property or the water rights to a third party in the ordinary course of using the Property for permitted purposes, shall constitute a material change to the Grant that shall require prior written Board approval and may require a separate refund to the Board of an amount to compensate the Board for use of the Board's Grant, plus administrative costs (the "Additional Board Refund"), in addition to any payment that the Board may be entitled to receive under **Sections 16 and 17** above.

A. Amount. The amount of the Additional Board Refund shall be based upon a percentage of Grantor's net proceeds from the Sale (which shall be defined as the fair market value of the property being sold in the Sale, minus direct transaction costs) ("Net Proceeds"). The Additional Board Refund shall be determined by: a) first dividing the Board's Grant amount by the original purchase price for fee title to the Property; b) then by multiplying the resulting ratio by the Net Proceeds; and c) adding interest figured from the Grant payment date at the Prime Rate listed by the Federal Reserve Bank of Kansas City, Missouri that is most current on the effective date of the Sale. The Board may, in its sole discretion, waive the requirement for payment of interest or reduce the amount of interest due at the time of the Sale. The Additional

Board Refund shall be paid to the Board in cash or certified funds on or before the effective date of the Sale.

b. Possible Exception to Refund Requirement. If a Sale occurs to a third party which is eligible to receive open space funding from the Board, and the Board has provided written confirmation of the third party's eligibility, Grantor shall not be required to pay the Board an Additional Board Refund, unless the Board determines in its sole discretion that one or more aspects of the Grant have changed that reduce the Grant project's scope from that of the original Grant as approved by the Board. (For example, if the Grantor proposed that the Grant project would include public access to the Property, and the Sale will result in substantially the same amount and type of public access, the Board will deem that a material change in the Grant project's scope has not occurred, and Grantor shall not be required to pay the Board an Additional Board Refund, unless another aspect of the Grant project has changed that reduces the Grant project's scope from that of the original Grant as approved by the Board).

20. NOTICES. Any notice, demand, request, consent, approval, or communication that either Party or the Board is required to give to the other in writing shall be either served personally or delivered by (a) certified mail, with return receipt requested; or (b) a commercial delivery service that provides proof of delivery, addressed as follows:

TO GRANTEE:
 Open Lands Program Manager
 Larimer County Natural Resources
 1800 S. County Road 31
 Loveland, CO 80537

TO GRANTOR:
 Natural Areas Director
 City of Fort Collins, Natural Areas Department
 P.O. Box 580
 Fort Collins, CO 80522

AND

Open Lands & Trails Manager
 Parks and Recreation Department
 City of Loveland
 500 E. 3rd Street Suite 200
 Loveland, CO 80537

TO THE BOARD:
 Executive Director
 State Board of the Great Outdoors Colorado Trust Fund
 1900 Grant Street, Suite 725

Denver, CO 80203

or to such other addresses as the Parties or the Board from time to time shall designate by written notice to the other.

- 21. GRANTOR'S TITLE WARRANTY.** Grantor warrants that Grantor has good and sufficient title to the Property and Grantor has access to the Property for the purposes granted or permitted to Grantee in this Deed, and Grantor promises to defend the same against all claims whatsoever.
- 22. SUBSEQUENT LIENS ON THE PROPERTY.** No provisions of this Deed shall be construed as allowing the Grantor to use this Property as collateral for subsequent borrowing including but not limited to deeds of trusts and mortgages. This provision is not intended to limit Grantor's ability to seek or provide support for grant funding that utilizes the value of the Property as match.
- 23. RECORDING.** Grantee shall record this Deed in a timely fashion in the official records of each county or counties in which the Property is situated and may re-record it at any time as may be required to preserve its rights in this Deed.
- 24. ENVIRONMENTAL ATTRIBUTES.** Unless otherwise provided in this Deed, Grantor reserves all Environmental Attributes associated with the Property. "**Environmental Attributes**" shall mean any and all tax or other credits, benefits, renewable energy certificates, emissions reductions, offsets, and allowances (including but not limited to water, riparian, greenhouse gas, beneficial use, and renewable energy), generated from or attributable to the conservation, preservation and management of the Property in accordance with this Deed. Nothing in this **Section 24** shall modify the restrictions imposed by this Deed or otherwise be inconsistent with the Purpose.
- 25. DEED CORRECTION.** The Parties shall cooperate to correct mutually acknowledged errors in this Deed (and exhibits), including typographical, spelling, or clerical errors. The Parties shall make such corrections by written agreement. Any corrections shall be recorded in the records of the Clerk and Recorder of the county or counties in which the Property is located.
- 26. EFFECTIVE DATE.** The Effective Date of this Deed shall be the date and year first written above.
- 27. JURISDICTION.** Any mediation or arbitration concerning this Conservation Easement shall take place in Larimer County, Colorado, or other location mutually agreed to by the parties, and only upon consent from Grantee. Any court action concerning this Conservation Easement shall take place in the District Court for Larimer County, Colorado, and Grantor and Grantee hereby consent to personal jurisdiction in Larimer County, Colorado.
- 28. GENERAL PROVISIONS.**

a. Controlling Law. The interpretation and performance of this Deed shall be governed by the laws of the State of Colorado.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Deed shall be liberally construed in favor of the grant to effect the Purpose and the policy and purpose of C.R.S. § 38-30.5-101, *et seq.* If any provision in this Deed is found to be ambiguous, an interpretation consistent with the Purpose that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this Deed, or the application thereof to any person or circumstance, is found to be invalid, it shall be deemed severed from this Deed, and the balance of this Deed shall otherwise remain in full force and effect.

d. Entire Agreement. The Recitals above are a material part of this Deed and are incorporated into this Deed. With the exception of the Intergovernmental Agreement between the Parties dated _____, 2024 regarding the Prairie Ridge Addition this Deed sets forth the entire agreement of the Parties with respect to the grant of a conservation easement over the Property and supersedes all prior discussions, negotiations, understandings, or agreements relating to the grant, all of which are merged in this Deed.

e. Joint Obligation. The obligations imposed upon Grantor and Grantee in this Deed shall be joint and several in the event that more than one entity or individual holds either interest at any given time.

f. Obligations Subject to Annual Appropriations. Any obligations of the Parties under this Deed for fiscal years after the year of this Deed are subject to annual appropriation by such Parties' governing bodies, in their sole discretion, of funds sufficient and intended for such purposes.

g. Non-Merger. Unless Grantor and Grantee expressly state in writing that they intend a merger of estates or interests to occur, then no merger shall be deemed to have occurred hereunder or under any documents executed in the future affecting this Conservation Easement. If Grantee wishes to acquire fee title to the Property or any additional interest in the Property (such as a leasehold), Grantee must first obtain the written approval of the Board. As a condition of such approval, the Board may require that the Grantee first transfer the Easement to another qualified organization consistent with **Section 18** above.

h. Successors. The covenants, terms, conditions, and restrictions of this Deed shall be binding upon, and inure to the benefit of, the Parties and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

i. Termination of Rights and Obligations. Provided a transfer is permitted by this Deed, a Party's rights and obligations under the Deed terminate upon transfer of the Party's

interest in the Deed or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

j. Captions. The captions in this Deed have been inserted solely for convenience of reference and are not a part of this Deed and shall have no effect upon construction or interpretation.

k. No Third Party Beneficiaries. This Deed is entered into by and between Grantor and Grantee and is solely for the benefit of Grantor and Grantee and the Board and their respective successors and assigns for the purposes set forth in this Deed. This Deed does not create rights or responsibilities in any third parties beyond Grantor, Grantee, and the Board.

l. Amendment. If circumstances arise under which an amendment to or modification of this Deed or any of its exhibits would be appropriate, Grantor and Grantee may jointly amend this Deed so long as the amendment (i) is consistent with the Conservation Values and Purpose of this Deed, (ii) does not affect the perpetual duration of the restrictions contained in this Deed, (iii) does not affect the qualifications of this Deed under any applicable laws, (iv) complies with Grantee's and the Board's procedures and standards for amendments (as such procedures and standards may be amended from time to time) and (v) receives the Board's prior written approval. Any amendment must be in writing, signed by both parties, and recorded in the records of the Clerk and Recorder of the county or counties in which the Property is located. In order to preserve the Easement's priority, the Board may require that the Grantee obtain subordinations of any liens, mortgages, easements, or other encumbrances. For the purposes of the Board's approval under item (v) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Easement. Nothing in this paragraph shall be construed as requiring Grantee or the Board to agree to any particular proposed amendment.

m. Change of Conditions or Circumstances. A change in the potential economic value of any use that is prohibited by or inconsistent with this Deed, or a change in any current or future uses of neighboring properties, shall not constitute a change in conditions or circumstances that make it impossible for continued use of the Property, or any portion thereof, for conservation purposes and shall not constitute grounds for terminating the Deed in whole or in part. In conveying this Deed, the Parties have considered the possibility that uses prohibited or restricted by the terms of this Deed may become more economically valuable than permitted uses, and that neighboring or nearby properties may in the future be put entirely to such prohibited or restricted uses. It is the intent of Grantor and Grantee that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Deed, in whole or in part. In addition, the inability of Grantor, or Grantor's heirs, successors, or assigns, to conduct or implement any or all of the uses permitted under the terms of this Deed, or the unprofitability of doing so, shall not impair the validity of this Deed or be considered grounds for its termination or extinguishment, in whole or in part.

o. Termination of the Board. In the event that Article XXVII of the Colorado Constitution, which established the Board, is amended or repealed to terminate the Board or merge the Board into another entity, the rights and obligations of the Board hereunder shall be assigned to and assumed by such other entity as provided by law, but in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

p. Authority to Execute. Each Party represents to the other that such Party has full power and authority to execute, deliver, and perform this Deed, that the individual executing this Deed on behalf of each Party is fully empowered and authorized to do so, and that this Deed constitutes a valid and legally binding obligation of each Party enforceable against each Party in accordance with its terms.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed of Conservation Easement as of the Effective Date.

[Signatures on following pages.]

GRANTEE:

**BOARD OF COUNTY COMMISSIONERS
LARIMER COUNTY, COLORADO**

BY: _____
Chair

ATTEST:

APPROVED AS TO FORM:

Deputy Clerk of the Board
Date: _____

County Attorney
Date: _____

STATE OF COLORADO)
) ss:
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by _____ as Chair of the Board of County Commissioners, Larimer County, Colorado.

Witness my hand and official seal.

Notary Public

My commission expires: _____

GRANTOR:

CITY OF FORT COLLINS

By: _____
 Kelly DiMartino, City Manager

Date: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk
Printed Name: _____

Assistant City Attorney
Printed Name: _____

STATE OF COLORADO)
) ss:
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Kelly DiMartino as City Manager of the City of Fort Collins.

Witness my hand and official seal.

Notary Public

My commission expires: _____

GRANTOR:

CITY OF LOVELAND

By: _____
Rod Wensing, Acting City Manager

Date: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

Assistant City Attorney

STATE OF COLORADO)
) ss:
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Rod Wensing as Acting City Manager of the City of Loveland.

Witness my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION AND ALTA SURVEY OF THE PROPERTY

The S ½ of Section 28, Township 6 North, Range 69 West of the 6th P.M., County of Larimer, State of Colorado.

Except those parcels described in deeds recorded: May 31, 2000 at Reception No. 2000035785 and October 19, 2016 at Reception No. 20160071291, and except any portion lying within County Road 19.

EXHIBIT A

EXHIBIT A
LEGAL DESCRIPTION AND ALTA SURVEY OF THE PROPERTY continued

MAP OF THE PROPERTY

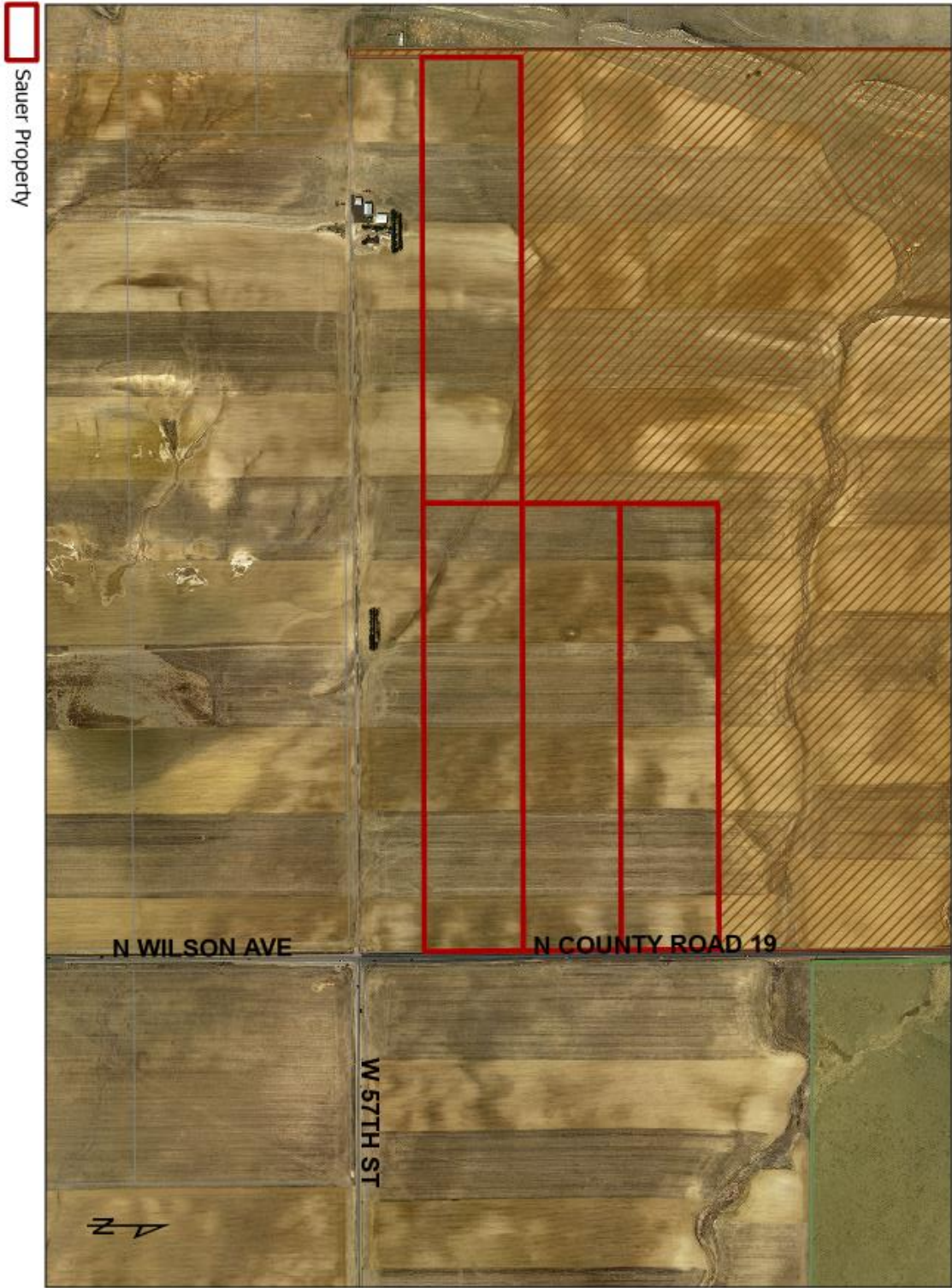


EXHIBIT C

BASELINE ACKNOWLEDGEMENT

ACKNOWLEDGEMENT SHEET FROM BASELINE INVENTORY (to be inserted)

DRYLAND FARM LEASE

THIS LEASE is entered into between the City of Loveland, Colorado and the City of Fort Collins, Colorado (referred to herein as "Owners") and Sauer Dryland, LLC ("Tenant") whose address is 1530 West Shore Drive, Loveland, CO 80538.

WHEREAS, the City of Loveland and the City of Fort Collins ("Owners") own approximately 925 acres of land, more particularly described in **Exhibit "A"** and **Exhibit "B,"** known as Prairie Ridge Natural Area (the "Property"); and

WHEREAS, the Owners and Tenant entered into a Dryland Farm Lease commencing August 1, 2023 for 560 farmable acres of a portion of the Property ("Original Lease"),

WHEREAS, the Owners entered into two Intergovernmental Agreements ("IGAs"), dated, March 22, 2000 as subsequently amended, and dated _____ regarding their joint ownership of the Property and related rights and responsibilities; and

WHEREAS, the IGAs provided that the Owners would use their best efforts to negotiate a lease with a tenant for farming the Property; and

WHEREAS, the IGAs further provided that the City of Loveland ("Managing Entity") is responsible for the management of the Property; and

WHEREAS, the parties desire to terminate the Original Lease; and

WHEREAS, the Owners desire to enter into a lease agreement with Tenant for dryland agricultural production of the Property.

NOW THEREFORE, the parties agree as follows:

1. **Agricultural Crop Production.** Tenant agrees to farm a portion of the Property, approximately 700 acres, located in Sections 21 and 28 of Township 6 North, Range 69 West, more particularly described on **Exhibit "C"** attached hereto and made a part hereof (the "Leased Property"). Tenant shall only utilize the Leased Property for agricultural crop production. Tenant agrees to use all reasonable efforts to keep the land in a neat and clean condition, free of noxious weeds and otherwise in accordance with local dryland crop production customs, free of trespassers, and to prohibit any impermissible uses of the Property under this lease. During the term of the Lease, Tenant agrees to cooperate with the Managing Entity to restore portions of the Lease Property, which portions shall be mutually agreed upon by Tenant and Managing Entity, to its natural state by, where applicable, ceasing agricultural crop production and seeding or planting the appropriate native wetland or short grass prairie vegetation.

2. **Rent.** On or before December 1st, 2024, Tenant shall pay the Managing Entity rent in the amount of Thirteen Dollars (\$13.00) per acre for the acreage planted into crop the preceding fall on the portion of the Leased Property. Tenant shall pay the rent without any other demand or notice, by December 1st of each subsequent year during the first five (5) years of this Lease. In the subsequent five years, beginning December 1st, 2029, until the termination of the term of this Lease, on or before December 1st, 2029 and on or before December 1st each subsequent year until the terminate of this Lease, Tenant shall pay the Managing Entity rent

without any other demand or notice in the amount of Twenty Dollars (\$20.00) per acre of the acreage planted into crop the preceding fall on the portion of the Leased Property.

3. Term. The term of this Lease is for a period of ten (10) years, commencing on October 1, 2024 and terminating on the 30th day of September, 2034.

4. Income and Expenses. Tenant shall receive 100% of the crop and the Production Flexibility payments from the Farm Service Agency. Tenant shall be solely responsible for any and all costs associated with crop production, insect control, and perennial weed control on all cultivated areas of the Leased Property, whether in active production or fallow.

5. Termination By Tenant. Tenant shall have the right to cancel this Lease upon giving ninety(90) days prior written notice to the Managing Entity and, in this event, Tenant shall pay cash rent in the amount per acre that was set by the Owners for that year's crop, for any growing crop, Tenant's obligations hereunder shall continue and Tenant shall have the right to harvest that crop until July 31st the following year. Tenant shall not be entitled to damages or reimbursement of any expenses associated with the crop production.

6. Property Management.

- a. The Tenant shall manage cultivation of the Leased Property to prevent soil erosion, control weeds, and enhance the visual attributes in a manner consistent with local farming practices and any management plan adopted by the Owners for the Prairie Ridge Natural Area (the "Management Plan").
- b. Tenant shall execute any adjustments required by the Managing Entity with respect to farming operations that have a negative impact on natural resources. The Tenant shall execute any adjustments required by the Managing Entity within the time period required by the Managing Entity. The Tenant shall be held responsible and accountable for any damage to the Leased Property and ecological integrity of the area as a result of failure to adhere to any of Managing Entity's requirements. Such failure by the Tenant shall be grounds for termination of the Lease pursuant to paragraph twenty-two (22) of this Lease.
- c. Tenant shall farm the Leased Property in a manner that conforms to current best practices for dryland wheat production as established by USDA and NRCS which may include strip cropping with alternating production and fallow strips across the field of a typical width, with approximately 50% of the farmable acreage in fallow each year. Specific management practices to be determined by Tenant at Tenant's discretion to allow for an adaptive management approach on the site.

7. Use

- a. Tenant shall use the Leased Property only for the purpose of farming, except as otherwise provided in this Agreement. The type of crops produced and any use of the Leased Property by the Tenant other than crop production must be approved by the Managing Entity.

- b. The Tenant must not make alterations, additions, improvements, land treatment, or changes to the Leased Property, or the improvements located thereon, without the prior written approval of the Managing Entity. Any such alterations, additions, improvements, land treatment or changes approved by the Managing Entity must be completed by the Tenant in a good and workmanlike manner.
- c. The Managing Entity reserves the right to perform management activities at any time during the year. Any management activity that Managing Entity determines has the potential to influence the Tenant's use of the Leased Property will be coordinated with the Tenant.
- d. The Tenant shall not, nor permit any person to engage, in hunting, trapping, shooting, harassing of wildlife, or recreation activities upon the Leased Property.
- e. The Tenant shall not use the Leased Property in a manner so as to violate any applicable law, statute, ordinance, rule, or regulation of any governmental entity or body.
- f. There are no water rights associated with this Lease.
- g. The Managing Entity, in its sole discretion, will resolve any conflicts between use of the Property for agricultural purposes and use of the Property for any other purpose. Tenant acknowledges and agrees their use of the Leased Property may be reduced or restricted in order to accommodate such conflicts.
- h. Agreements and resolution of issues with adjacent property owners shall be the sole responsibility of the Owners.

8. Maintenance and Repairs

- a. The Tenant shall maintain and keep in orderly condition and in a good state of repair all of the Leased Property and improvements located thereon, whether existing as of the date of this Lease or added thereafter.
- b. The Tenant is only responsible for maintenance and repairs on the Leased Property that are ordinary and routine in nature. Tenant will promptly notify Owners of needed maintenance and repairs to the Leased Property that are extraordinary or major in nature. Responsibility for materials and labor costs of needed construction, reconstruction, or major maintenance and repair shall be by mutual agreement of Owners and Tenant. The Tenant shall confer with the Owners annually on capital improvements needed for the Leased Property as well as scheduling routine maintenance.
- c. Tenant shall be responsible for the application of herbicide for control of noxious weeds and any needed insect control on the cultivated portion of the Leased Property. In using any herbicides or other materials to control noxious and toxic plants or using pesticides for the control of insects on the Leased Property, the Tenant shall comply with all applicable federal, state, and local laws, rules, and regulations regarding the application and storage of such

herbicides, pesticides, and materials, and shall be in accordance with any applicable provisions of the Management Plan. The Tenant shall be responsible for the costs of any herbicides or other material necessary to control such plants on those portions of the Leased Property.

- d. The Managing Entity shall be responsible for controlling all noxious and toxic plants found in the non-cultivated portion of the Property and upon any other portions of the Property in use by the Managing Entity for the management of natural resources or recreation. The Managing Entity shall be responsible for the costs of any herbicides or other material necessary to control such plants on those portions of the Property.
- e. The Tenant shall keep records of all fertilizer, pesticide, and herbicide applications, which records shall be accessible and available to the Owners upon reasonable notice for their review and copying.
- f. Tenant may manage prairie dogs on the Leased Property with the methods and to the degree Tenant sees fit provided that such methods are humane, conform to local regulations, and follow the best management practices as outlined by the Colorado State University Extension fact sheet 6.506 "Managing Prairie Dogs."
- g. The Managing Entity shall be responsible for any maintenance or repairs necessitated as a result of the Managing Entity, their officers, employees, agents, or permittees entering upon and using the Property as permitted by the Lease.
- h. All maintenance and repairs to the Leased Property required of the Tenant must be made promptly and when necessary. In addition, all such maintenance and repairs must be done in a good and workmanlike manner.
- i. If the Tenant fails to perform any maintenance or make any repairs required under this Lease, the Managing Entity may, but is not required to, make such maintenance and repairs on the Tenant's account, and the Managing Entity may add its costs and expenses for such repairs or replacements as additional rent due to the Managing Entity under this Lease. Tenant will then pay such amount to the Managing Entity within thirty (30) days after receiving written notice from the Managing Entity of the costs and expenses paid by the Owners for such maintenance and repairs.
- j. At the end of the Lease term, or upon termination under paragraph five (5) or paragraph twenty-two (22) of this Lease, the Tenant shall re-deliver the Leased Property and the improvements located thereon in a condition and state of repair comparable to the condition which existed at the time of original delivery, ordinary wear and tear, as determined by Managing Entity, excepted.

9. Tenant Covenants and Responsibilities

- a. Tenant shall allow Owners access to the Leased Property at all times. Tenant shall allow public access for a trail head facility in the southeast corner of the Leased Property with the capacity for approximately 20 vehicles and approximately 2 miles of soft surface trail.
- b. Tenant shall only allow odors, fumes, vibrations, and noise on and from the Leased Property, which are commensurate with the normal conduct of agricultural operations.
- c. Except as otherwise specifically provided in the Lease, all costs of crop production, including machinery, equipment, fuel, labor, seed, fertilizer, herbicides, pesticides, and soil supplements on the Leased Property shall be the responsibility of and provided by the Tenant.
- d. Tenant shall not take, collect, gather, remove, alter, sell, possess, damage, or destroy any cultural or historic artifacts or natural objects on the Leased Property.
- e. Tenant shall keep its farming operations in a neat and clean condition, and free from trash or litter.
- f. Tenant shall not place, store, use, or dispose upon the land of the Leased Property, temporarily or permanently, any substances, including fuel products that are hazardous, toxic, dangerous, or harmful or which are defined as a hazardous substance by the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") 42 USC 9601. These substances shall be referred to collectively as "hazardous substances." Tenant shall immediately notify Owners by phone or email and in writing, of all spills, releases, inspections, correspondence, orders, citations, notices, fines, response and/or cleanup actions, and violations of law, regulations, or ordinances which affect the Property.
- g. Tenant agrees that Tenant shall not permit any mechanic's lien to be perfected or remain against the Property. Tenant shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Property.
- h. Tenant agrees that Tenant shall not assign, sublet, pledge, or mortgage any of Tenant's interest herein without the prior written consent of the Owners thereto, which consent shall be in the absolute discretion of the Owners. This shall not preclude Tenant from using Tenant's share of the crops for collateral for an operating loan.
- i. Tenant agrees to deliver up and surrender to the Owners, possession of said Leased Property at the expiration or termination of this Lease, by lapse of time or otherwise.
- j. The Tenant's vehicular access on the Property shall be only for crop

management purposes. The Owners retain the right to implement vehicle access restrictions if vehicle access abuses or conflicts occur that may impact natural resources.

- k. No public access, hunting, or recreational use of the Property can be authorized by the Tenant.
- l. The Tenant and Tenant's guests, invitees and employees must not use the Property in any way that violates any applicable law, statute, ordinance, rule, or regulation of any governmental entity or body.

10. Tenants Having Agent or Manager Relationships. The Tenant may make legal arrangements with a third party to operate the Tenant's agricultural business under an agent or manager relationship. The Tenant retains full responsibility for compliance with the provisions and requirements specified in the Lease. Under an agent or manager relationship Owners must approve in advance an agreement made between a Tenant and manager or agent. Copies of the agreement must be filed with the Owners. The agreement must state the scope of authority conferred on the manager or agent.

11. Contacts. The Tenant shall provide a list of persons, including addresses and phone numbers, which may be contacted in the case of emergencies. The level of responsibility of each contact shall be noted. The Owners shall keep the list on file.

12. Assignment and Subletting. Tenant shall not assign any portion of this Lease nor sublet any portion of the Property without the prior written approval of the Owners, which shall not be unreasonably withheld. This Lease shall bind all successors and any permitted assigns of the parties.

13. Insurance. Owners and Tenant, in their discretion, shall each be independently responsible to maintain and pay for their own crop damage insurance.

General Liability Insurance. The Tenant shall procure and keep in force during the duration of this Lease a policy of comprehensive general liability insurance insuring the Tenant and naming the Owners as an additional insured against any liability for personal injury, bodily injury, or death arising out of its use of the Property with at least One Million Dollars (\$1,000,000) each occurrence. The Tenant shall furnish to the Owners a certificate of insurance evidencing insurance coverage required by this Lease.

Workers Compensation Insurance. If applicable, the Tenant shall pay and maintain workers compensation insurance.

14. Indemnity. Tenant shall indemnify and save harmless Owners from and against any and all claims, suits, actions, damages, and causes of action arising during the term of this Lease for personal injury, loss of life, or damage to property sustained in, or upon the Property, and from and against all costs, attorneys fees, expenses, and liabilities incurred in and about any such claims, the investigation thereof or the defense of any action or proceedings brought thereon, and from any judgments, orders, decrees, or liens, resultant therefrom by virtue of the use of the Property by Tenant's or their agent's negligence or willful and wanton conduct. By requiring this right to indemnification, the Owners in no way waive or intend to waive the limitations on liability which

are provided to the Owners under the Colorado Governmental Immunity Act, C.R.S., Sections 24-10-101, et seq.

15. Release. Tenant hereby releases the Owners from any claim for personal injury or property damage suffered by Tenant as a result of any activity occurring on the Leased Property pursuant to this Lease.

16. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to Owners:

City of Loveland: Open Lands and Trails Manager
City of Loveland
500 E. 3rd Street
Loveland, CO 80525

City of Fort Collins: Natural Areas Department Director
City of Fort Collins
P.O. Box 580
Fort Collins, Colorado 80522

If to Tenant: Jake Sauer
Sauer Dryland LLC
1530 West Shore Drive
Loveland, CO 80538

17. Condition of Property. Prior to signing this Lease, Tenant has inspected or caused to be inspected the Leased Property and takes the Leased Property in the condition "AS IS." No additional representation, statement, or warranty, express or implied, has been made by or on behalf of Owners as to such condition. In no event shall the Owners be liable for any defect in such Leased Property or for any limitation on its use for crop production.

18. Joint and Several Liability. If this Lease is signed on behalf of Tenant by more than one person, then the liability of the persons so signing shall be joint and several. (The language "joint and several" means that if more than one person has signed the Lease, then each of these persons individually and all of these persons collectively are fully responsible for fulfilling all of the obligations of this Lease, except where expressly otherwise agreed between Owners and Tenant. For example, one person signing the Lease may be liable for any or all damages to the Property, even if caused by another person signing the Lease; and one person signing the Lease is liable for the total amount of rent due, even though other persons have also signed the Lease.)

19. Removal of Personal Property. Tenant shall have the duration of the Lease term to remove all of Tenant's personal property from the Leased Property, unless Owners terminate this Lease as provided in either paragraph five (5) or paragraph twenty-two (22) of this Lease. Tenant agrees that any personal property of Tenant remaining on the Leased Property after the end of the Lease term, or termination of the Lease, shall be deemed abandoned by Tenant and Owners shall have the right to dispose of any such personal property in any manner Owners deem appropriate. Tenant will be liable for any disposal costs incurred by Owners.

20. No Partnership Created. This Lease shall not be deemed to give rise to a partnership relation, and neither party shall have authority to obligate the other without written consent, except as specifically provided in the Lease.

21. Miscellaneous Provisions

- a. Time is of the essence of this Lease and of all provisions herein.
- b. If any provisions of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.
- c. Notwithstanding anything to the contrary contained herein, Owners' liability under this Lease shall be limited to Owners' interest in the Property.
- d. Subject to the provisions hereof, the benefits of this Lease and the burdens hereunder inure to and are binding upon the parties hereto and their respective heirs, administrators, successors, agents, and permitted assigns unless this Lease is otherwise terminated as provided in either paragraph five (5) or paragraph twenty-two (22) of this Lease.
- e. The Owners reserve the right to grant to any third party such easements and rights-of-way as it desires over, across, and under portions of the Property and to lease all or any portion of the Property to any other third party so long as such easements, rights-of-way, and leases do not unreasonably interfere with the Tenant's continuing use of the Leased Property as provided in this Lease.
- f. This Lease will not be recorded. However, at the request of the Tenant, the Owners and the Tenant will execute a memorandum of lease for recording, containing the names of the parties, the legal description of the Leased Property, the term of the Lease and such other information as the parties mutually agree upon.
- g. Notwithstanding anything herein to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the "Colorado Governmental Immunity Act", Section 24-10-101, et. seq. CRS, as now or hereafter amended. The parties understand and agree that the liability of the Owners for claims for injuries to persons or property arising out of negligence of the Owners, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of Section 24-10-101, et. seq., CRS, as now or hereafter amended. Any liability of the Owners created under any other provision of this contract, whether or not incorporated herein by reference, shall be controlled by, limited to, and otherwise modified so as to conform with, the above cited laws.

22. Default.

- a. The Tenant agrees to observe and perform the conditions and agreements herein set forth to be observed and performed by the Tenant. If Tenant defaults in the payment of rent, or any part thereof, or if the Tenant shall fail to observe or perform any conditions or agreements set forth in this Lease, Owners shall give Tenant written notice that Tenant has fifteen (15) days to cure such breach. If Tenant fails to commence within said fifteen-day period, a course of performance to cure such default and thereafter to diligently pursue the work required to correct it, then, and in that event, and as often as the same may happen, it shall be lawful for the Owners, at their election, to terminate this Lease and obtain a court order for the re-entry and repossession of the Leased Property, using such force as may be necessary, and for removal therefrom of crops and any personal property belonging to the Tenant without prejudice to any claim for rent or for the breach of covenants hereof. Tenant agrees to indemnify and hold harmless the Owners from and against any costs for the removal and storing of crops and personal property elsewhere incurred by the Owners under the provisions of this paragraph.
- b. If the Owners shall commence an action for collection of rent or other sums payable under this Lease, or to compel performance of any of the terms or conditions of this Lease, or for damages for failure of Tenant to perform under this Lease, the Owners shall collect from the Tenant and Tenant shall pay to the Owners all reasonable attorney's fees in respect thereof, unless the Owners shall lose such action.

23. Venue. This Lease shall be governed by the laws of the State of Colorado. Venue for any action brought under this Lease shall be in Larimer County, Colorado.

24. Entire Agreement. This Lease contains the entire agreement of the parties and may not be altered or amended except by mutual written agreement signed by both parties. This Lease shall supersede any prior agreements between the parties and shall specifically terminate the Original Lease between the parties.

(Remainder of page left intentionally blank.)

IN WITNESS WHEREOF, the parties have executed this Dryland Farm Lease as of the date last written below.

TENANT:

Jake Sauer

Matt Sauer

The foregoing instrument was acknowledged before me this ____ day of

_____, 20____ by _____
Notary's official signature

SEAL

Commission expiration date

OWNERS:

CITY OF LOVELAND

ATTEST:

City Clerk

Rod Wensing, Acting City Manager

Date: _____

Approved As To Form:

Assistant City Attorney

CITY OF FORT COLLINS

ATTEST:

City Clerk

Kelly DiMartino, City Manager

(Print Name)

Date _____

Approved As To Form:

Assistant City Attorney

(Print Name)

Exhibit A – Legal Description

Legal Description of a parcel of land being portions of Sections 21 and 28, Township 6 North, Range 69 West of the 6th Principal Meridian, Larimer County, Colorado being more particularly described as follows:

Beginning at the Southwest Corner of said Section 28 and considering the West line of the Southwest Quarter of said Section 28 as bearing South 00°03'32" West and with all bearings contained herein relative thereto; thence along the South line of the Southwest Quarter of said Section 28 North 89°36'54" East 50.00 feet; thence departing said South line North 00°03'32" East 1013.51 feet; thence North 89°50'35" East 2626.58 feet to a point on the North-South centerline of said Section 28; thence along said North-South centerline North 00°05'42" West 1153.00 feet; thence departing said North-South centerline North 89°50'35" East 2674.10 feet to a point on the East line of the Southeast Quarter of said Section 28; thence along said East line North 00°14'02" West 529.32 feet to the East One Quarter Corner of said Section 28; thence along the East line of the Northeast Quarter of said Section 28; North 00°14'13" West 2651.15 feet to the Northeast Corner of said Section 28; thence along the East line of the Southeast Quarter of said Section 21 North 00°12'58" West 2626.00 feet to the East One Quarter Corner of said Section 21; thence along the East-West centerline of said Section 21 South 89°53'47" West 2660.74 feet to the center One Quarter Corner of said Section 21; thence continuing along said East-West centerline South 89°53'38" West 2708.47 feet to the West One Quarter Corner of said Section 21; thence along the West line of the Southwest Quarter of said Section 21 South 01°00'49" East 2636.00 feet to the Southwest Corner of said Section 21; thence along the West line of the Northwest Quarter of the Northwest Quarter of said Section 28 South 00°03'02" West 1335.90 feet to the Northwest Corner of the Southwest Quarter of the Northwest Quarter of said Section 28; thence along the West line of the Southwest Quarter of the Northwest Quarter of said Section 28 South 00°00'43" West 1335.51 feet to the West One Quarter Corner of said Section 28; thence along the West line of the Southwest Quarter of said Section 28 South 00°03'32" West 2670.98 feet to the POINT OF BEGINNING.

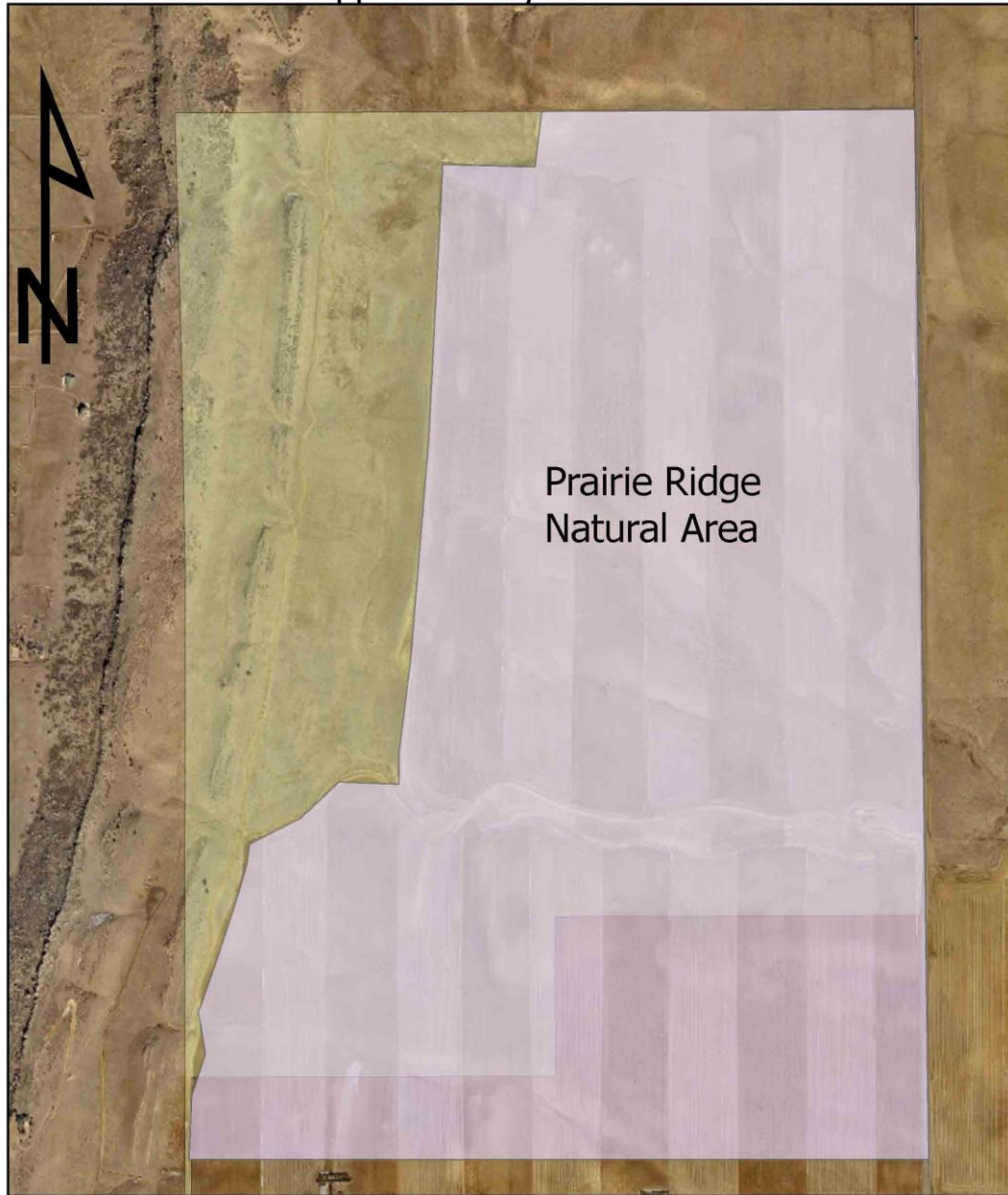
The above described tract of land contains 784.751 acres more or less and is subject to the right-of-way for Larimer County Road No. 19 and all other easements and rights-of-way of record.

Exhibit B – Property Legal Description

**THE S 1/2 OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 69 WEST OF THE 6TH
P.M., COUNTY OF LARIMER, STATE OF COLORADO**

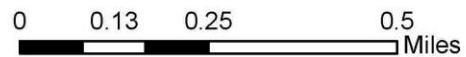
**EXCEPT THOSE PARCELS DESCRIBED IN DEEDS RECORDED: MAY 31, 2000 AT
RECEPTION NO. 2000035785 AND OCTOBER 19, 2016 AT RECEPTION NO.
20160071291, AND EXCEPT ANY PORTION LYING WITHIN COUNTY ROAD 19**

Exhibit C
Prairie Ridge Natural Area- Farmable Leased Area
Approximately 700 Acres



Legend

 Leased Area



File Attachments for Item:

10. Second Reading of Ordinance No. 132, 2024, Making Supplemental Appropriations 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 September 3, 2024, enables the City to receive and expend federal Highway Safety Improvement Program (“HSIP”) funds and local funds for the Pedestrian Intersection Improvements Project (the “Project”). The funds will be used to design and install pedestrian improvements at five locations. It is anticipated that these improvements will improve bicycle and pedestrian safety by reducing crashes.

If approved, the item will: 1) authorize the Mayor to execute an intergovernmental agreement (“IGA”) for the Project with the Colorado Department of Transportation (“CDOT”); 2) appropriate \$1,250,326 of HSIP grant funds for the Project; 3) move previously appropriated matching funds from the Community Capital Improvement Program (“CCIP”) Bicycle Program and Transportation Services Fund for the Project; and 4) appropriate funds to the Art in Public Places (“APP”) program.

September 17, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Dillon Willett, Project Manager
Dana Hornkohl, Capital Projects Manager

SUBJECT

Second Reading of Ordinance No. 132, 2024, Making Supplemental Appropriations 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 September 3, 2024, enables the City to receive and expend federal Highway Safety Improvement Program (“HSIP”) funds and local funds for the Pedestrian Intersection Improvements Project (the “Project”). The funds will be used to design and install pedestrian improvements at five locations. It is anticipated that these improvements will improve bicycle and pedestrian safety by reducing crashes.

If approved, the item will: 1) authorize the Mayor to execute an intergovernmental agreement (“IGA”) for the Project with the Colorado Department of Transportation (“CDOT”); 2) appropriate \$1,250,326 of HSIP grant funds for the Project; 3) move previously appropriated matching funds from the Community Capital Improvement Program (“CCIP”) Bicycle Program and Transportation Services Fund for the Project; and 4) appropriate funds to the Art in Public Places (“APP”) program.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

BACKGROUND / DISCUSSION

The Active Modes Plan recommends bicycle and pedestrian improvements at locations where these improvements could reduce vehicular-pedestrian crashes. Vehicle-pedestrian crashes and vehicle-cyclist crashes are more likely to result in severe injuries or fatalities. FC Moves staff and Engineering staff evaluated five recommendations where improvements were likely to have a significant impact. The City applied for HSIP grant funds to make improvements at these locations, applying for two locations in 2022 and three locations in 2023. The work includes a mix of improvements including a Pedestrian Hybrid Beacon (“PHB”), infrastructure intended to address Americans with Disabilities Act (“ADA”) requirements, a full signal, and Rectangular Rapid Flashing Beacons (“RRFBs”). The locations and proposed improvements are listed below.

Location	Improvements
West Prospect Road & Prospect Lane	PHB
East Mulberry Street & Remington	ADA Improvements in conjunction with the full signal
Sharp Point Drive and March Court	RRFB
Lake Street and Aggie Trail	RRFB East of Lake Street and Shields Street
Kechter Road and Old Mill Road	RRFB

CITY FINANCIAL IMPACTS

The following is a summary of the funding anticipated for design, right-of-way acquisition, and construction for the Pedestrian Intersection Improvements Project.

Funds to be Appropriated per this Action	
Highway Safety Improvement Program (HSIP) Funds	\$ 1,250,326
Community Capital Improvement Program (CCIP) Bicycle Program (previously appropriated)	\$ 88,925
Transportation Services Funds (previously appropriated)	\$ 50,500
Total Funds to be Appropriated per this Action	\$ 1,389,751
Transfer to Art in Public Places	\$ 500
Total Project Funds	\$ 1,389,251

The total fund amount projected for this Project is \$1,389,251 composed of funds appropriated 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.

PUBLIC OUTREACH

Staff will develop and implement a Public Engagement Plan for the Project locations in conjunction with the Communications and Public Involvement Office.

ATTACHMENTS

First Reading attachments not included.

1. Resolution for Consideration
2. Exhibit A to Resolution
3. Ordinance for Consideration

ORDINANCE NO. 132, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING SUPPLEMENTAL APPROPRIATIONS AND AUTHORIZING
TRANSFERS OF APPROPRIATIONS FOR THE PEDESTRIAN INTERSECTION
IMPROVEMENTS PROJECT AND RELATED ART IN PUBLIC PLACES

A. This Ordinance concerns the evaluation and design and installation of pedestrian improvements at five locations.

B. The Active Modes Plan recommends bicycle and pedestrian improvements at locations where these improvements could reduce vehicular-pedestrian crashes. Vehicle-pedestrian crashes and vehicle-cyclist crashes are more likely to result in severe injuries or fatalities.

C. FC Moves and Engineering staff evaluated five recommendations where improvements were likely to have a significant impact: West Prospect Road and Prospect Lane, East Mulberry Street and Remington Street, Sharp Point Drive and March Court, Lake Street and Aggie Trail, and Kechter Road and Old Mill Road.

D. The Pedestrian Intersection Improvements Project (the "Project") has been developed to install a mix of improvements including a Pedestrian Hybrid Beacon ("PHB"), infrastructure intended to address Americans with Disabilities Act ("ADA") requirements, a full signal, and Rectangular Rapid Flashing Beacons ("RRFBs"), as listed in the following table:

Location	Improvements
West Prospect Road & Prospect Lane	PHB
East Mulberry Street & Remington	ADA Improvements in conjunction with the full signal
Sharp Point Drive and March Court	RRFB
Lake Street and Aggie Trail	RRFB East of Lake Street and Shields Street
Kechter Road and Old Mill Road	RRFB

E. It is anticipated that the Project will improve pedestrian and bicycle safety by reducing crashes.

F. The City applied for federal Highway Safety Improvement Program ("HSIP") grant funds to make improvements at these locations, applying for two locations in 2022 and three locations in 2023.

G. Article V, Section 9 of the City Charter permits the City Council, upon recommendation of the City Manager, to make a supplemental appropriation by ordinance at any time during the fiscal year, provided that the total amount of such supplemental appropriation, in combination with all previous appropriations for that fiscal year, do not

exceed the current estimate of actual and anticipated revenues and all other funds to be received during the fiscal year.

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

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

J. The City Manager has recommended the transfer of \$50,500 from the Transportation Services fund to the Capital Projects fund and \$88,925 from the Community Capital Improvement Program Bicycle Program capital project budget to the Pedestrian Intersection Improvements Project capital project budget determined that the purpose for which the transferred funds are to be expended remains unchanged.

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

L. The total project cost of \$50,000 has been used to calculate the contribution to the APP program.

M. The amount to be contributed in this Ordinance will be \$500.

N. A portion of the funds appropriated in this Ordinance for the Project are ineligible for use in the APP program due to restrictions placed on them by Colorado Department of Transportation, the source of these funds.

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

P. The City Council wishes to designate the appropriations herein for the Project as appropriations that shall not lapse until the completion of the Project.

Q. The appropriations in this Ordinance benefit public health, safety and welfare of the residents of Fort Collins and serve the public purpose of improving pedestrian infrastructure within the City's transportation infrastructure.

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

Section 1. There is hereby appropriated from new revenue or other funds in the Capital Projects fund the sum of ONE MILLION TWO HUNDRED FIFTY THOUSAND THREE HUNDRED TWENTY-SIX DOLLARS (\$1,250,326) to be expended in the Capital Projects fund for the Pedestrian Intersection Improvements Project.

Section 2. The unexpended and unencumbered appropriated amount of EIGHTY-EIGHT THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS: (\$88,925) is authorized for transfer from the Bicycle Program budget in the Capital Projects fund to the Pedestrian Intersection Improvements budget in the Capital Projects fund and appropriated therein to be expended for Pedestrian Intersection Improvements Project.

Section 3. The unexpended and unencumbered appropriated amount of FIFTY THOUSAND FIVE HUNDRED (\$50,500) 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. The unexpended and unencumbered appropriated amount of THREE HUNDRED NINETY DOLLARS (\$390) in the Capital Projects fund is hereby authorized for transfer to the Cultural Services and Facilities fund and appropriated and expended therein to fund art projects under the APP program.

Section 5. The unexpended and unencumbered appropriated amount of ONE HUNDRED DOLLARS (\$100) in the Capital Projects fund is hereby authorized for transfer to the Cultural Services and Facilities fund and appropriated and expended therein for the operation costs of the APP program.

Section 6. The unexpended and unencumbered appropriated amount of TEN DOLLARS (\$10) in the Capital Projects fund is hereby authorized for transfer to the Cultural Services and Facilities fund and appropriated and expended therein for the maintenance costs of the APP program.

Section 7. 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 September 3, 2024, and approved on second reading for final passage on September 17, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: September 27, 2024
Approving Attorney: Heather N. Jarvis

File Attachments for Item:

11. Second Reading of Ordinance No. 133, 2024, Making Supplemental Appropriations and Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for the Mulberry Street Traffic Signal Synchronization Project and Related Art in Public Places.

This Ordinance, unanimously adopted on First Reading on September 3, 2024, enables the City to receive and expend federal Congestion Mitigation and Air Quality (“CMAQ”) Improvement Program funds and local funds for the Mulberry Street Traffic Signal Synchronization Project (the “Project”). The funds will be used to gather and evaluate data for existing conditions and install adaptive signal system equipment at appropriate intersections on East Mulberry Street between College Avenue and Greenfields Court. It is anticipated that the synchronization of traffic signals along this corridor will reduce congestion and improve air quality.

If approved, the item will: 1) authorize the Mayor to execute an intergovernmental agreement (“IGA”) for the Project with the Colorado Department of Transportation (“CDOT”); 2) appropriate \$440,000 of CMAQ grant funds for the Project; 3) appropriate matching funds from the Transportation Services Funds Reserves for the Project; and 4) appropriate funds to the Art in Public Places (APP) program.

September 17, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Dillon Willett, Project Manager
Dana Hornkohl, Capital Projects Manager

SUBJECT

Second Reading of Ordinance No. 133, 2024, Making Supplemental Appropriations and Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for the Mulberry Street Traffic Signal Synchronization Project and Related Art in Public Places.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on September 3, 2024, enables the City to receive and expend federal Congestion Mitigation and Air Quality (“CMAQ”) Improvement Program funds and local funds for the Mulberry Street Traffic Signal Synchronization Project (the “Project”). The funds will be used to gather and evaluate data for existing conditions and install adaptive signal system equipment at appropriate intersections on East Mulberry Street between College Avenue and Greenfields Court. It is anticipated that the synchronization of traffic signals along this corridor will reduce congestion and improve air quality.

If approved, the item will: 1) authorize the Mayor to execute an intergovernmental agreement (“IGA”) for the Project with the Colorado Department of Transportation (“CDOT”); 2) appropriate \$440,000 of CMAQ grant funds for the Project; 3) appropriate matching funds from the Transportation Services Funds Reserves for the Project; and 4) appropriate funds to the Art in Public Places (APP) program.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

BACKGROUND / DISCUSSION

The East Mulberry Street (State Highway 14) corridor between College Avenue (US 287) and Greenfields Court includes nine signalized intersections (College Avenue, Remington Street, Whedbee Street, Riverside Avenue, Lemay Avenue, Link Lane, Timberline Road, Summit View Drive, Greenfields Court) with daily traffic volumes that range from approximately 27,000 vehicles per day (“VPD”) to approximately 46,000 VPD as determined by the City of Fort Collins traffic count data. In 2021, Traffic Operations Department staff determined that synchronizing the traffic signals in this corridor would provide significant benefits and applied to the North Front Range Metropolitan Planning Organization (“NFRMPO”) for CMAQ grant funds in that year’s call for projects. The application was successful, and the grant funds are now available.

The Project will gather and evaluate data for existing conditions and determine appropriate intersections to upgrade traffic signals with adaptive signal timing equipment. The new signal and system equipment will be purchased and installed to implement the synchronization plan. It is anticipated that synchronization of traffic signals along the Project corridor will have significant benefits by reducing traffic congestion at signalized intersections and throughout the corridor with the overall result of improving air quality.

CITY FINANCIAL IMPACTS

The following is a summary of the funding anticipated for design, procurement, and installation for the Mulberry Street Traffic Signal Synchronization Project.

Funds to be Appropriated per this Action	
Congestion Mitigation and Air Quality (CMAQ) Improvement Program Funds	\$ 440,000
Transportation Services Funds Reserves	\$ 93,144
Total Funds to be Appropriated per this Action	\$ 533,144
Transfer to Art in Public Places	\$ 922
Total Project Funds	\$ 532,222

The total fund amount projected for this Project is \$532,222 composed of funds appropriated with this action.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

This Project was identified in the 2024 work plan for the Traffic Operations Department.

PUBLIC OUTREACH

Staff will develop and implement a Public Engagement Plan for the Project in conjunction with the Communications & Public Involvement Office.

ATTACHMENTS

First Reading attachments not included.

1. Resolution for Consideration
2. Exhibit A to Resolution
3. Ordinance for Consideration

ORDINANCE NO. 133, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING SUPPLEMENTAL APPROPRIATIONS AND
APPROPRIATING PRIOR YEAR RESERVES AND AUTHORIZING
TRANSFERS OF APPROPRIATIONS FOR THE MULBERRY
STREET TRAFFIC SIGNAL SYNCHRONIZATION PROJECT AND
RELATED ART IN PUBLIC PLACES

A. This Ordinance concerns the evaluation and design, purchase, and installation of synchronized traffic signal equipment along the East Mulberry Street corridor.

B. The East Mulberry Street (State Highway 14) corridor between College Avenue (US 287) and Greenfields Court includes nine signalized intersections: College Avenue, Remington Street, Whedbee Street, Riverside Avenue, Lemay Avenue, Link Lane, Timberline Road, Summit View Drive, and Greenfields Court.

C. Daily traffic volumes through this East Mulberry corridor range from approximately 27,000 vehicles per day (“VPD”) to approximately 46,000 VPD as determined City of Fort Collins traffic count data.

D. In 2021, Traffic Operations Department staff determined that synchronizing the traffic signals in this corridor would provide significant benefits and applied to the North Front Range Metropolitan Planning Organization (“NFRMPO”) for federal Congestion Mitigation and Air Quality (“CMAQ”) Improvement Program grant funds in that year’s call for projects. The application was successful, and the grant funds are now available.

E. The Mulberry Street Traffic Signal Synchronization Project (the “Project”) has been developed to gather and evaluate data for existing conditions and install adaptive signal timing equipment at appropriate intersections on East Mulberry Street between College Avenue and Greenfields Court.

F. The Project involves purchasing and installing new signal and system equipment to implement the synchronization plan. It is anticipated that synchronization of traffic signals along the Project corridor will have significant benefits by reducing traffic congestion at signalized intersections and throughout the corridor with the overall result of improving air quality.

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

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

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

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

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

L. The City Manager has recommended the transfer of \$93,144 from the Transportation Services fund reserves 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 Art in Public Places ("APP") program.

N. The total project cost of \$92,222 has been used to calculate the contribution to the APP program.

O. The amount to be contributed in this Ordinance will be \$922.

P. A portion of the funds appropriated in this Ordinance for the Project are ineligible for use in the APP program due to restrictions placed on them by Colorado Department of Transportation.

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

R. The City Council wishes to designate the appropriation herein for the Project as an appropriation that shall not lapse until the completion of the Project.

S. The appropriations in this Ordinance benefit public health, safety and welfare of the residents of Fort Collins and serve the public purpose of improving transportation infrastructure within the City.

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

Section 1. There is hereby appropriated from new revenue or other funds in the Capital Project fund the sum of FOUR HUNDRED FORTY THOUSAND DOLLARS (\$440,000) to be expended in the Capital Projects fund for the Mulberry Street Traffic Signal Synchronization Project.

Section 2. There is hereby appropriated from prior year reserves in the Transportation Services fund the sum of NINETY-THREE THOUSAND ONE HUNDRED FORTY-FOUR DOLLARS (\$93,144) to be expended in the Transportation Services fund for transfer to the Capital Projects fund and appropriated therein for expenditure for the Mulberry Street Traffic Signal Synchronization Project.

Section 3. The unexpended and unencumbered appropriated amount of SEVEN HUNDRED NINETEEN DOLLARS (\$719) in the Capital Projects fund is hereby authorized for transfer to the Cultural Services and Facilities fund and appropriated and expended therein to fund art projects under the APP program.

Section 4. The unexpended and unencumbered appropriated amount of ONE HUNDRED EIGHTY-FOUR DOLLARS (\$184) in the Capital Projects fund is hereby authorized for transfer to the Cultural Services and Facilities fund and appropriated and expended therein for the operation costs of the APP program.

Section 5. The unexpended and unencumbered appropriated amount of NINETEEN DOLLARS (\$19) in the Capital Projects fund is hereby authorized for transfer to the Cultural Services and Facilities fund and appropriated and expended therein for the maintenance costs of the APP program.

Section 6. The appropriation herein for the Mulberry Street Traffic Signal Synchronization Project is hereby designated, as authorized in Article V, Section 11 of the City Charter, as an appropriation that shall not lapse at the end of this fiscal year but continue until the completion of the Project.

Introduced, considered favorably on first reading on September 3, 2024, and approved on second reading for final passage on September 17, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: September 27, 2024
Approving Attorney: Heather N. Jarvis

File Attachments for Item:

12. Items Pertaining to the Annual Adjustment Ordinance.

A. First Reading of Ordinance No. 134, 2024, Making Supplemental Appropriations in Various City Funds.

B. First Reading of Ordinance No. 135, 2024, Appropriating Prior Year Reserves in Various City Funds.

C. First Reading of Ordinance No. 136, 2024, Authorizing Transfers of Appropriations in Various City Funds.

D. First Reading of Ordinance No. 137, 2024, Authorizing Transfer of Appropriations for the Fossil Creek Trail Spur Project.

The purpose of these Annual Adjustment Ordinances is to appropriate additional revenues or prior year reserves that need to be appropriated before the end of the year to cover related expenses that were not anticipated, and therefore, not included in the 2024 annual budget appropriation. The additional revenue is primarily from fees, charges for service, rents, contributions, donations, and grants that have been paid to City departments to offset specific expenses.

September 17, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Kelly DiMartino, City Manager
 Travis Storin, Chief Financial Officer
 Lawrence Pollack, Budget Director

SUBJECT

Items Pertaining to the Annual Adjustment Ordinance.

EXECUTIVE SUMMARY

- A. First Reading of Ordinance No. 134, 2024, Making Supplemental Appropriations in Various City Funds.
- B. First Reading of Ordinance No. 135, 2024, Appropriating Prior Year Reserves in Various City Funds.
- C. First Reading of Ordinance No. 136, 2024, Authorizing Transfers of Appropriations in Various City Funds.
- D. First Reading of Ordinance No. 137, 2024, Authorizing Transfer of Appropriations for the Fossil Creek Trail Spur Project.

The purpose of these Annual Adjustment Ordinances is to appropriate additional revenues or prior year reserves that need to be appropriated before the end of the year to cover related expenses that were not anticipated, and therefore, not included in the 2024 annual budget appropriation. The additional revenue is primarily from fees, charges for service, rents, contributions, donations, and grants that have been paid to City departments to offset specific expenses.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinances on First Reading.

BACKGROUND / DISCUSSION

These Ordinances appropriate additional revenue and funds received this fiscal year and from prior year reserves in various City funds and authorize the transfer of previously appropriated amounts between funds and/or capital projects.

The City Charter permits City at any time during a fiscal year to make supplemental appropriations of additional revenue and other funds received as a result of rate/fee increases or new revenue

sources, such as grants and reimbursements. The Charter also permits Council to provide, by ordinance, for payment of any expense from prior year reserves through a supplemental appropriation. Additionally, it authorizes Council to transfer any unexpended and unencumbered appropriated amount from one fund or project to another fund or project upon recommendation of the City Manager, provided that the purpose for which the transferred funds are to be expended: 1) remains unchanged; 2) the purpose for which they were initially appropriated no longer exists; or 3) the proposed transfer is from a Fund or project account in which the amount appropriated exceeds the amount needed to accomplish the purpose specified in the appropriation ordinance.

The City Manager is recommending the proposed appropriations in these Ordinances and has determined that they are available and previously unappropriated from their respective funds and will not cause the total amount appropriated from such funds to exceed the current estimate of actual and anticipated revenues and all other funds to be received in each such fund during this fiscal year.

The City Manager is also recommending the proposed transfers of existing appropriations in these Ordinances and has determined that the purposes for which these transferred funds are to be expended remains unchanged.

If these appropriations are not approved, the City will have to reduce expenditures even though revenue and reimbursements have been received to cover those expenditures.

These items were presented to the Council Finance Committee (CFC) on September 5, 2024. During the discussion, a question was raised on Item #7 about fees related to Conflict Transformation Works, which required follow-up. The explanation below has been expanded to include the response to the inquiry.

The table below is a summary of the expenses in each fund that make up the increase in the requested appropriations. Also included are transfers between funds, which do not increase net appropriations, but per the City Charter, require Council approval to make the transfer. A table with the specific use of prior year reserves appears at the end of this Agenda Item Summary.

Funding	Additional Revenue	Prior Year Reserves	Transfers	TOTAL
General Fund	\$801,293	\$292,582	\$0	\$1,093,875
Cultural Services Fund	7,400	291,064	5,630	304,094
Capital Projects Fund	243,300	0	21,300	264,600
Transportation Services Fund	1,429,500	1,200	0	1,430,700
Self-Insurance Fund	970,239	0	0	970,239
Golf Fund	1,500	25,130	0	26,630
Cemeteries Fund	0	207,870	0	207,870
801-URA - Prospect South TIF District Fund	0	1,873,927	0	1,873,927
803-URA - Mall Fund	0	17,804	0	17,804
Transportation CEF Fund	0	21,300	0	21,300
GRAND TOTAL	\$3,453,232	\$2,730,877	\$26,930	\$6,211,039

A. GENERAL FUND

1. EPS - Weld County Reimbursement for CERT Purchase

City's EPS applied to a FEMA funded program ran through the State's Northeast All Hazard Region. Weld County serves as the fiscal agency for the State's Northeast All Hazard Region, reporting all FEMA funds used for selected projects on its financials (Weld County = grant recipient). The workings of the program provide Weld reimbursing the City in upwards of \$4,998 for emergency related equipment/supplies. Based on the City not deemed as a grant recipient of FEMA funds, the \$4,998 in funds to be reimbursed by Weld are not grant funds. City's EPS will spend the \$4,998 in 2024.

FROM: Unanticipated Revenue (Weld County reimbursement) \$4,998
FOR: CERT Purchase \$4,998

2. Municipal Court - Constitutional Requirements

This request is to add additional funding for Court Appointed Defense Counsel attorneys and interpreters to the Municipal Court's 2024 budget. The Municipal Court's enforcement caseload has increased 21% in 2024 over 2023 case filings, and 33% over case filings in 2022. The number of scheduled interpreter hearings has doubled in 2024 as compared to 2023 (90 in 2023, 201 in 2024 through July 31st of each year). Because of these caseload and hearing increases, the Court needs additional funds to continue to provide these constitutionally required services to Court defendants.

FROM: Prior Year Reserves (General Fund) \$47,288
FOR: Municipal Court constitutionally required services \$47,288

3. Municipal Court - Contractual Obligations

This request is to add funding to the Municipal Court's 2024 budget to pay for Jail Services. Larimer County and the City of Fort Collins annually review the intergovernmental agreement (IGA) relating to the City's use of the Larimer County Jail for municipal defendants and bonding services. The agreement includes the costs for bed spaces, bonding services, and in-custody video hearings held three (3) a week to meet new State Law requirements. All of the costs associated with these services and this contract have increased. The Court and the City Attorney's Office work closely with the Larimer County Jail to review and update procedures and apply efficiencies where possible.

FROM: Prior Year Reserves (General Fund) \$46,059
FOR: Municipal Court jail services \$46,059

4. Fort Collins Police Services (FCPS) has received revenue from various sources. A listing of these items follows:

- a. \$140,691 – Police Miscellaneous Revenue: Police Services receives revenue from the sale of Police reports along with other miscellaneous revenue, like restitution payments, evidence revenue and SWAT training.
- b. \$34,800 – 2023/2024 BATTLE Grant Supplemental (Beat Auto Theft Through Law Enforcement): 'The Property Crimes division of Police Services has been awarded an additional \$34,000 on top of the original \$18,000 grant to fund additional overtime to help investigate auto theft in Northern Colorado.
- c. \$29,387 - 2024 CRISP Server Storage Upgrade: Police Services needed more server

space to allow the CRISP system to function properly. This clean up appropriation is equal to Larimer County's contribution to the server upgrade.

- d. \$29,517 - 2020 JAG Grant Supplemental Award: Larimer County is the Recipient of the JAG grant and at the end of the 3-year grant period in 2023, the county had excess grant funds to award and instead of sending them back to DOJ, the city accepted the funds to offset overtime expenses in 2023 for the Drug Task Force for drug investigations.
- e. \$43,750 - 2024 Police Radio Used Radio Sale: Police Services sold off old radios that are no longer being used and the revenue will be used to purchase new radios.
- f. \$265,534 - Police Reimbursable Overtime: Police Services help schedule security and traffic control for large events. Since these events are staffed by officers outside of their normal duties, officers are paid overtime. The organizational who requested officer presence and then billed for the costs of the officers' overtime. FCPS partners with Larimer County to staff events at The Ranch. Police receives reimbursement from Larimer County for officers' hours worked at Ranch events.
- g. \$69,684 – 2024 Police School Resource Officers Overtime: Police Services have a contract with Poudre School District to provide Officers on location at a majority of the schools for safety and support. The school district pays Police Services based on a predetermined contract amount and also partially reimbursing for overtime incurred. This request is for the previously billed overtime and anticipated overtime for the remaining year.
- h. \$8,912 - 2024 DUI Enforcement: Proceeds that have been received for DUI enforcement.
- i. \$1,847 - ICAC SFY 2023-24 Grant: Cyber Crimes received a supplemental award of 1,847 to help fund additional travel for training purposes.
- j. \$19,000 - 2024-2025 HVE Grant: The Pollice Traffic Unit was awarded \$19,000 to help fund Police overtime expenses in order to monitor DUI compliance on targeted enforcement days.

TOTAL APPROPRIATION

FROM: Unanticipated Revenue (Police Miscellaneous Revenue)	\$140,691
FROM: Unanticipated Revenue (2023/2024 BATTLE Grant supplemental)	\$34,800
FROM: Unanticipated Revenue (Partner Agency Contributions for CRISP Server upgrades)	\$29,387
FROM: Prior Year Reserves (2020 JAG Grant)	\$29,517
FROM: Unanticipated Revenue (Used radios sale)	\$43,750
FROM: Unanticipated Revenue (Police Reimbursable Overtime)	\$265,534
FROM: Unanticipated Revenue (School Resource Officers)	\$69,684
FROM: Unanticipated Revenue (DUI Enforcement)	\$8,912
FROM: Unanticipated Revenue (ICAC SFY 2023-24 Grant)	\$1,847
FROM: Unanticipated Revenue (2024-2025 HVE Grant)	\$19,000
	Total: \$643,122
FOR: Police Miscellaneous Revenue	\$140,691
FOR: Help prevent auto theft	\$34,800

FOR: CRISP server upgrades	\$29,387
FOR: Investigate illegal drug use and sales	\$29,517
FOR: Purchase of communication equipment	\$43,750
FOR: Police Reimbursable Overtime for events	\$265,534
FOR: Overtime for School Resource Officers	\$69,684
FOR: DUI enforcement	\$8,912
FOR: Help prevent Internet Crimes Against Children	\$1,847
FOR: Monitor DUI compliance	\$19,000
	Total: \$643,122

5. Digital Inclusion - Connexion Discount Program

Dedicated revenue from Fort Collins Connexion's PILOT (Payment in Lieu of Taxes) are paid to the General Fund to support the City's Digital Inclusion Program. The Digital Inclusion Program reimburses Connexion for customers enrolled in the income-qualified digital inclusion discount program. Increased enrollment in the program will result in the discount reimbursement to exceed budget at year-end. PILOT revenues to the General Fund are projected to cover the increase in discounted customers and is requested to be appropriated in 2024.

FROM: Unanticipated Revenue	\$135,000
FOR: Connexion Discount Program	\$135,000

6. Radon Kits

Environmental Services sells radon test kits at cost as part of its program to reduce lung-cancer risk from in-home radon exposure. This appropriation recovers kit sales revenue for the purpose of restocking radon test kits annually.

FROM: Unanticipated Revenue (Radon kit sales)	\$1,672
FOR: Purchase of radon kits to sell	\$1,672

7. Work for Others and Program Fees for Conflict Transformation Works

The Conflict Transformation Works (CTW) program earns revenue from 2 main sources: providing workplace mediation for other City Departments and charging fees to the youth who are involved in the conflict programming and resolution. In the latter case, there is a \$50 program fee for youth referred to the Restorative Justice (RJ) programs. The programs offer a sliding scale to \$10 and waive fees for foster youth and those who are unhoused or facing eviction. Youth and families choose RJ program participation over other alternatives offered by the referring agency.

These revenue dollars primarily support the programming costs. We are requesting appropriation of Mediation revenue of \$3,000 (\$1,462.50 has been received in 2024 and the remaining \$1,527.50 is projected to be earned in 2024) and fee revenue of \$2,600 (\$1,620 has been received in 2024 and the remaining \$980 is projected to be earned in 2024).

FROM: Unanticipated Revenue (Work for Others and Program Fees)	\$5,600
FOR: Conflict Transformations Works program	\$5,600

8. Restorative Justice Grant Award

A grant in the amount of \$40,428 was awarded from the Colorado Division of Criminal Justice Juvenile Diversion fund for the continued operations of Restorative Justice Services programs that provide a community alternative to the justice system for youth who commit crimes in Fort Collins. No match is required, and it is a reimbursable grant. Grant period is July 1, 2024 - June 30, 2024. This grant helps fund youth referred from the 8th Judicial District Attorney's Office or referred in lieu of a summons to that office. Since 2004, the City has received grant funding for Restorative Justice Services from this grant funding agency.

FROM:	Unanticipated Revenue (Colorado Division of Criminal Justice Diversion Grant)	\$40,428
FOR:	Restorative Justice Services programs	\$40,428

9. Land Bank Operational Expenses

This request is intended to cover expenses related to the land bank property maintenance needs for 2023. Since expenses vary from year to year, funding is requested annually mid-year to cover these costs. Expenses in 2023 include general maintenance of properties, raw water and sewer expenses, electricity, repairs, and other as applicable.

FROM:	Prior Year Reserves (Land Bank reserve within the General Fund)	\$71,800
FOR:	Land Bank Operational Expenses	\$71,800

10. Manufacturing Equipment Use Tax Rebate

Finance requests the appropriation of \$97,918 to cover the amount due for the 2023 Manufacturing Equipment Use Tax Rebate program as established in Chapter 25, Article II, Division 5, of the Municipal Code.

FROM:	Prior Year Reserves (Manufacturing Rebate reserve within the General Fund)	\$97,918
FOR:	Manufacturing Equipment Use Tax Rebate	\$97,918

B. CULTURAL SERVICES & FACILITIES FUND

1. Pianos About Town Grants

The purpose of this item is to appropriate prior year grant funds from the Bohemian Foundation to Art in Public Places for the Pianos About Town program. Cultural Services received grants in 2017, 2018 and 2020 totaling \$128,414 and those funds were never appropriated. This item seeks to ensure that the funding is correctly and legally budgeted and accounted for.

FROM:	Prior Year Reserves (Cultural Services & Facilities Fund)	\$128,414
FOR:	Pianos About Town program	\$128,414

2. Creative District Grant Funding

The purpose of this item is to appropriate current and prior year grant and miscellaneous funds for the activities of the Downtown Fort Collins Creative District in the amount of \$170,050. Of \$185,905 in total funding awarded to the Creative District since it started in 2014, \$15,855 has been appropriated. This activity will have a net neutral impact on the City's bottom line and is required by City Charter and will ensure that the funding is correctly and legally budgeted and accounted for.

FROM:	Prior Year Reserves (contributions, donations & various grants)	\$162,650
FROM:	Unanticipated Revenue (contributions & donations)	\$400
FROM:	Unanticipated Revenue (State of Colorado CCI Grant)	\$7,000
FOR:	Downtown Fort Collins Creative District	\$170,050

3. Southridge Golf Irrigation Project APP contribution (refer to item G3)

Ordinance numbers 100 & 101, to be reviewed and passed by Council on August 20, 2024 should have included a contribution to Art in Public Places in the amount of \$5,630. This is based on the amount of \$563,000 for the irrigation system replacement at Southridge Golf Course.

FROM:	Transfer from the Golf Fund	\$5,630
FOR:	Art in Public Places contribution	\$5,630

C. CAPITAL PROJECTS FUND

1. King Soopers 146 -- Midtown Gardens Marketplace Payment-In-Lieu (Drake and College Intersection)

As part of the development agreement for King Soopers 146 -- Midtown Gardens Marketplace at the northwest corner of Drake and College, the developer's traffic study shows an impact to the College Avenue and Drake Road intersection that would have required the construction of an eastbound to southbound right turn lane from Drake Road to College Avenue. In-lieu of the developer constructing this right turn lane, the development agreement required the payment of \$243,300 to the City as part of the College and Drake Capital Project. The Engineering Department is currently designing the Drake and College intersection improvement.

FROM:	Unanticipated Revenue (Payment in lieu)	\$243,300
FOR:	Intersection improvements	\$243,300

2. Union on Elizabeth Payment-In-Lieu (W. Elizabeth St.; refer to item K1)

The City received a payment in lieu of construction from the Developer of the Union on Elizabeth project. The payment was for required roadway frontage improvements of W. Elizabeth St., per their development agreement. This payment was collected in 2018 and deposited into the Transportation Capital Expansion Fee Fund.

FROM:	Transfer from Transportation Capital Expansion Fee	\$21,300
-------	--	----------

Fund (Payment in lieu)
 FOR: Roadway frontage improvements \$21,300

D. TRANSPORTATION SERVICES FUND

1. Open Streets Vendor Fees

Open Streets is an annual FC Moves event that promotes active modes of transportation and invites folks to experience a street without cars. At Open Streets, participants can expect 1-2 miles of car-free, family-friendly streets. Participants are encouraged to Ride the Route and explore areas called “Activity Hubs”- temporary clusters of activity provided by local businesses and organizations. Vendors for Open Streets are charged \$50 if they are a non-profit, \$100 if they are a private business. For our Fall 2024 event, we have 38 private businesses and 10 non-profits already signed up as vendors, in addition to 10 food trucks.

Our request includes \$1,200 in vendor fees from 2023 that were not appropriated (so this would be coming from Transportation Reserves), \$4,000 in fees that have been collected to date in 2024, and a projection of another \$500 we expect to collect for the remainder of 2024. It is important that we are able to offset our costs with these fees, since our operating budget is not large enough to support this event without incoming revenue.

FROM: Prior Year Reserves (Vendor fees)	\$1,200
FROM: Unanticipated Revenue (Vendor fees)	\$4,500
FOR: Open Streets Program	\$5,700

2. Spin Annual Payment

Per the contract between the City and Spin, Spin pays an annual fee of \$10,000. These funds can be used at the City's discretion, and typically are used for projects related to the Spin program. In 2024, funds were used to install bike/scooter boxes for better parking options, and to support the Which Wheels Go Where project to update City code regulating what types of micromobility can be used on what facilities.

FROM: Unanticipated Revenue (Spin annual payment)	\$10,000
FOR: Installation of bike and scooter boxes for parking	\$10,000

3. Streets Department Work for Other Program

The Planning, Development and Transportation Work for Others program is a self-supported program for all “Work for Others” activities within Streets. Expenses are tracked and billed out to other City departments, Poudre School District, CSU, CDOT, Larimer County, developers and other public agencies. The original budget of \$3.2M was an estimate based on prior years budget with allowed growth rate. Due to unanticipated projects and equipment/parts needs, and higher cost of materials, additional funding of \$715K is requested to cover projects through the end of 2024. Revenue for performing the work will offset the expense (expense will not be incurred if revenue is not received).

FROM: Unanticipated Revenue (Work for Others)	\$715,000
FOR: Work For Others program within the Streets Dept	\$715,000

4. Traffic Department Work for Other Program

The Planning, Development and Transportation Work for Others program is a self-supported program for all “Work for Others” activities within Traffic. Expenses are tracked and billed out to other City departments, developers and other public agencies. The original budget of \$752K was an estimate based on prior years budget with allowed growth rate. Due to unanticipated projects and equipment/parts needs, and higher cost of materials, additional funding of \$700K is requested to cover projects through the end of 2024. Revenue for performing the work will offset the expense (expense will not be incurred if revenue is not received).

FROM:	Unanticipated Revenue (Work for Others)	\$700,000
FOR:	Work For Others program within the Traffic Dept	\$700,000

E. SELF INSURANCE FUND

1. Self Insurance Fund Insurance expenditures

City insurance premiums and claim settlements are projecting to exceed the 2024 budget within the Self Insurance Fund. 2024 Fund revenues in the amount of \$970,239 are available for appropriation to cover excess insurance expenditures. Self Insurance Fund reserves exceed the City's target reserve level and surplus revenues are not needed to contribute to fund balance at year end.

FROM:	Unanticipated Revenue	\$970,239
FOR:	City insurance premiums and claim settlements	\$970,239

F. CONSERVATION TRUST FUND

1. Correct lapsing to non-lapsing ORD 33 Fossil Creek Trail Spur Project

Ordinance #33, adopted by Council on March 19, 2024, should have been non-lapsing. This was not clearly indicated in the AIS, so the amount needs to be moved from a lapsing to a non-lapsing business unit since this is for the Fossil Creek Trail Spur Project.

FROM:	Prior Appropriations in a lapsing business unit in the Conservation Trust Fund	\$35,000
FOR:	Non-lapsing business unit for Fossil Creek Trail Spur Project	\$35,000

G. GOLF FUND

1. Golf Course Superintendent Association of America (GCSAA) Grants

First Green GCSAA Grants (Golf Course Superintendent Association of America) were awarded in early 2024 to all three golf courses for Poudre School District community outreach. With these grants, we engaged with STEM (Science, Technology, Engineering and Mathematics) students and taught them about how it applies to a golf course. We've received \$1,500 for these grants.

FROM:	Unanticipated Revenue (GCSAA grants)	\$1,500
-------	--------------------------------------	---------

FOR: Poudre School District community outreach \$1,500

2. City Park 9 Pump station repairs

The City Park 9 Pump Station is showing signs of imminent failure and will need to be replaced prior to the 2025 season in order to maintain the current level of service provided to its patrons. Without this station, irrigation of the course is not possible. In 2024, repairs were made in order to get the station through the end of the season, but if the pump were to fail in 2025, it would lead to subpar course conditions and reductions in rounds revenue. These repairs take around 8-12 weeks and need to be completed prior to the start of the 2025 irrigation season in early March. Total cost of these repairs are estimated at \$25,130.

FROM: Prior Year Reserves (Golf Fund) \$25,130
 FOR: City Park 9 Pump station repairs \$25,130

3. Southridge Golf Irrigation Project APP contribution (refer to item B3)

Ordinance numbers 100 & 101, to be reviewed and passed by Council on August 20, 2024, should have included a contribution to Art in Public Places in the amount of \$5,630. This is based on the amount of \$563,000 for the irrigation system replacement at Southridge Golf Course.

FROM: Prior Appropriations \$5,630
 FOR: Transfer to Cultural Services & Facilities Fund \$5,630

H. CEMETERIES FUND

1. 149 Grandview repairs

The Parks Cemeteries division manages a rental house at 149 Grandview that is in desperate need of repairs due to missed inspections. These repairs include gutter cleaning/repairs, deck repairs/painting, roof repairs, window sealing, and more are estimated at \$50,000.

FROM: Prior Year Reserves (Cemeteries Fund) \$50,000
 FOR: 149 Grandview repairs \$50,000

2. Grandview pump station electrical repairs/upgrades

In April Cemeteries made necessary electrical repairs/upgrades to the Grandview pump station due to an outdated source that was not up to code and unsafe. The total cost of these repairs is \$34,720.

FROM: Prior Year Reserves (Cemeteries Fund) \$34,720
 FOR: Grandview pump station electrical repairs/upgrades \$34,720

3. Purchase of Backhoe in 2023 invoiced in 2024

Cemeteries was approved for the purchase of a Backhoe during the 23-24 budget cycle (Offer 57.2). PO 9240355 was issued for this purchase 2/23/2023; however, it was not delivered until February 2024. This PO was missed during the PO Carryforward exercise. We are asking for

\$123,150 to cover these expenses that should have hit in 2023.

FROM:	Prior Year Reserves (Cemeteries Fund)	\$123,150
FOR:	Purchase of backhoe invoiced in 2024	\$123,150

I. URA PROSPECT SOUTH FUND #801

1. Transfer of Urban Renewal Authority (URA) Fund Equity 801 to Fund 800

The URA districts were consolidated into one fund in 2024, Fund 800. This transfers the residual assigned fund balance in Fund 801 (Prospect South) & Fund 803 (Foothills Mall) to Fund 800. Subsidiaries have been assigned in the new fund structure and funds will be transferred accordingly.

FROM:	Prior Year Reserves (URA Fund 801)	\$1,873,927
FOR:	Transfer to URA Operations and Maintenance Fund #800	\$1,873,927

J. URA MALL FUND #803

1. Transfer of Urban Renewal Authority (URA) Fund Equity 803 to Fund 800

The URA districts were consolidated into one fund in 2024, Fund 800. This transfers the residual assigned fund balance in 801 (Prospect South) & 803 (Foothills Mall) to fund 800. Subsidiaries have been assigned in the new fund structure and funds will be transferred accordingly.

FROM:	Prior Year Reserves (URA Fund 803)	\$17,804
FOR:	Transfer to URA Operations and Maintenance Fund #800	\$17,804

K. TRANSPORTATION CEF FUND

1. Transfer to the Capital Projects Fund for the Union on Elizabeth Payment-In-Lieu (W. Elizabeth St.; refer to item C2)

The City received a payment in lieu of construction from the Developer of the Union on Elizabeth project. The payment was for required roadway frontage improvements of W. Elizabeth St., per their development agreement. This payment was collected in 2018 and deposited into the Transportation Capital Expansion Fee Fund.

FROM:	Prior Year Reserves (Payment in lieu)	\$21,300
FOR:	Transfer to the Capital Projects Fund	\$21,300

CITY FINANCIAL IMPACTS

This Ordinance increases total City 2024 appropriations by \$6,211,039. Of that amount, this Ordinance increases General Fund 2024 appropriations by \$1,093,875, including use of \$292,582 in prior year reserves. Funding for the total increase to City appropriations is

\$3,453,232 from unanticipated revenue, \$2,730,877 from prior year reserves and \$26,930 from transfers from reserves or previously appropriated funds.

The following is a summary of the items requesting prior year reserves:

Item #	Fund	Use	Amount
A2	General Fund	Muni Ct - Constitutional Requirements	\$47,288
A3	General Fund	Muni Ct - Contractual Obligations	46,059
A4d	General Fund	Police - 2020 JAG Grant Supplemental Award	29,517
A9	General Fund	Land Bank Operational Expenses	71,800
A10	General Fund	Manufacturing Equipment Use Tax Rebate	97,918
B1	Cultural Services Fund	Pianos About Town Grants	128,414
B2	Cultural Services Fund	Creative District Grant Funding	162,650
D1	Transportation Services Fund	Open Streets Vendor Fees	1,200
G2	Golf Fund	Golf - City Park 9 Pump station repairs	25,130
H1	Cemeteries Fund	Cemeteries- 149 Grandview repairs	50,000
H2	Cemeteries Fund	Cemeteries - Grandview pump station electrical repairs/upgrades	34,720
H3	Cemeteries Fund	Cemeteries - Purchase of Backhoe in 2023 invoiced in 2024	123,150
I1	801-URA - Prospect South TIF District Fund	Transfer of URA Fund Equity 801 to Fund 800	1,873,927
J1	803-URA - Mall Fund	Transfer of URA Fund Equity 803 to Fund 800	17,804
K1	Transportation CEF Fund	Engineering - Union on Elizabeth Payment-In-Lieu (W. Elizabeth St.)	21,300
Total Use of Prior Year Reserves:			\$2,730,877

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The 2024 Annual Adjustment Ordinance was reviewed by the Council Finance Committee during their September 5, 2024, meeting. The members supported the ordinance moving forward to the full Council on the September 17, 2024, on the Consent Agenda.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ordinance A for Consideration
2. Ordinance B for Consideration
3. Ordinance C for Consideration
4. Ordinance D for Consideration

ORDINANCE NO. 134, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING SUPPLEMENTAL APPROPRIATIONS IN VARIOUS
CITY FUNDS

A. The City has received additional revenue and other funds this fiscal year that were not anticipated.

B. The City Council finds and determines that the adoption of this Ordinance is necessary for the public's health, safety, and welfare, and therefore, wishes to authorize the expenditures described in this Ordinance and that such expenditures will serve the public purposes for which they are designated

C. The City has also received revenue and other funds that were anticipated but were not appropriated in the 2024 annual appropriation or previous supplemental appropriations.

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

E. The City Manager is recommending the appropriations described herein and determined that these appropriations are available and previously unappropriated from the funds named within Section 1 of this Ordinance and will not cause the total amount appropriated in each fund named within Section 1 of this Ordinance to exceed the current estimate of actual and anticipated revenues and all other funds to be received in each such fund during this fiscal year.

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

G. The City Council wishes to designate the appropriations described herein within Section 1 of this Ordinance as non-lapsing for the capital projects and the federal, state or private grants as appropriations that shall not lapse until completion of the capital project and the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant.

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 the following funds the amounts of additional revenue and other funds existing appropriations as described below, to be expended for the public purposes stated below.

GENERAL FUND

FROM: Unanticipated Revenue (Weld County reimbursement)	\$4,998
FOR: CERT Purchase	\$4,998
FROM: Unanticipated Revenue (Police Miscellaneous Revenue)	\$140,691
FOR: Police Miscellaneous Revenue	\$140,691
FROM: Unanticipated Revenue (2023/2024 BATTLE Grant supplemental)	\$34,800
FOR: Help prevent auto theft (non-lapsing)	\$34,800
FROM: Unanticipated Revenue (Partner Agency Contributions for CRISP Server upgrades)	\$29,387
FOR: CRISP server upgrades	\$29,387
FROM: Unanticipated Revenue (Used radios sale)	\$43,750
FOR: Purchase of communication equipment	\$43,750
FROM: Unanticipated Revenue (Police Reimbursable Overtime)	\$265,534
FOR: Police Reimbursable Overtime for events	\$265,534
FROM: Unanticipated Revenue (School Resource Officers)	\$69,684
FOR: Overtime for School Resource Officers	\$69,684
FROM: Unanticipated Revenue (DUI Enforcement)	\$8,912
FOR: DUI enforcement	\$8,912
FROM: Unanticipated Revenue (ICAC SFY 2023-24 Grant)	\$1,847
FOR: Help prevent Internet Crimes Against Children (non-lapsing)	\$1,847
FROM: Unanticipated Revenue (2024-2025 HVE Grant)	\$19,000
FOR: Monitor DUI compliance (non-lapsing)	\$19,000
FROM: Unanticipated Revenue	\$135,000
FOR: Connexion Discount Program	\$135,000
FROM: Unanticipated Revenue (Radon kit sales)	\$1,672

FOR:	Purchase of radon kits to sell	\$1,672
FROM:	Unanticipated Revenue (Work for Others and Program Fees)	\$5,600
FOR:	Conflict Transformations Works program	\$5,600
FROM:	Unanticipated Revenue (Colorado Division of Criminal Justice Diversion Grant)	\$40,428
FOR:	Restorative Justice Services programs (non-lapsing)	\$40,428

CULTURAL SERVICES & FACILITIES FUND

FROM:	Unanticipated Revenue (contributions & donations)	\$400
FOR:	Downtown Fort Collins Creative District	\$400
FROM:	Unanticipated Revenue (State of Colorado CCI Grant)	\$7,000
FOR:	Downtown Fort Collins Creative District (non-lapsing)	\$7,000

CAPITAL PROJECTS FUND

FROM:	Unanticipated Revenue (Payment in lieu)	\$243,300
FOR:	Intersection improvements	\$243,300

TRANSPORTATION SERVICES FUND

FROM:	Unanticipated Revenue (Vendor fees)	\$4,500
FOR:	Open Streets Program	\$4,500
FROM:	Unanticipated Revenue (Spin annual payment)	\$10,000
FOR:	Installation of bike and scooter boxes for parking	\$10,000
FROM:	Unanticipated Revenue (Work for Others)	\$715,000
FOR:	Work For Others program within the Streets Dept	\$715,000
FROM:	Unanticipated Revenue (Work for Others)	\$700,000
FOR:	Work For Others program within the Traffic Dept	\$700,000

SELF INSURANCE FUND

FROM:	Unanticipated Revenue	\$970,239
FOR:	City insurance premiums and claim settlements	\$970,239

GOLF FUND

FROM:	Unanticipated Revenue (GCSAA grants)	\$1,500
FOR:	Poudre School District community outreach (non-lapsing)	\$1,500

Section 2. The appropriations identified above as non-lapsing in Section 1 of this Ordinance for the capital projects and the federal, state or private grants, as authorized in Article V, Section 11 of the City Charter, as appropriations that shall not lapse until completion of the capital projects and the earlier of the expiration of the grants or the City's expenditure of all funds received from such grants.

Introduced, considered favorably on first reading on September 17, 2024, and approved on second reading for final passage on October 1, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: October 10, 2024
Approving Attorney: Carrie Daggett

ORDINANCE NO. 135, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING PRIOR YEAR RESERVES IN VARIOUS CITY
FUNDS

- A. The City has prior year-reserves available for appropriation.
- B. The City Council finds and determines that the adoption of this Ordinance is necessary for the public's health, safety, and welfare, and therefore, wishes to authorize the expenditures described in this Ordinance and that such expenditures will serve the public purposes for which they are designated in Section 1 below.
- C. Article V, Section 9 of the City Charter permits the City Council, upon recommendation of the City Manager, to appropriate by ordinance at any time during the fiscal year such funds for expenditure as may be available from reserves accumulated in prior years, notwithstanding that such funds were not previously appropriated.
- D. The City Manager is recommending the appropriations described herein and has determined that these appropriations are available and previously unappropriated from the funds named within Section 1 of this Ordinance and will not cause the total amount appropriated in each fund named within Section 1 of this Ordinance to exceed the current estimate of actual and anticipated revenues and all other funds to be received in each such fund during this fiscal year.
- E. Article V, Section 11 of the City Charter authorizes the City Council to designate in the ordinance when appropriating funds for a capital project or for a federal, state or private grant or donation, that such appropriation shall not lapse at the end of the fiscal year in which the appropriation is made, but continue until the completion of the capital project or 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. The City Council wishes to designate the appropriation herein for the 2020 supplemental JAG Grant as an appropriation that shall not lapse until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant.
- G. The City Council wishes to designate the appropriation herein for the Fossil Creek Trail Spur 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 the following funds the amounts of prior year reserves set forth below to be expended for the public purposes stated below.

GENERAL FUND

FROM: Prior Year Reserves (General Fund)	\$47,288
FOR: Municipal Court constitutionally required services	\$47,288
FROM: Prior Year Reserves (General Fund)	\$46,059
FOR: Municipal Court jail services	\$46,059
FROM: Prior Year Reserves (2020 supplemental JAG Grant)	\$29,517
FOR: Investigate illegal drug use and sales (non-lapsing)	\$29,517
FROM: Prior Year Reserves (Land Bank reserve within the General Fund)	\$71,800
FOR: Land Bank Operational Expenses	\$71,800
FROM: Prior Year Reserves (Manufacturing Rebate reserve within the General Fund)	\$97,918
FOR: Manufacturing Equipment Use Tax Rebate	\$97,918

CULTURAL SERVICES & FACILITIES FUND

FROM: Prior Year Reserves (Cultural Services & Facilities Fund)	\$128,414
FOR: Pianos About Town program	\$128,414
FROM: Prior Year Reserves (contributions, donations & various grants)	\$162,650
FOR: Downtown Fort Collins Creative District	\$162,650

TRANSPORTATION SERVICES FUND

FROM: Prior Year Reserves (Vendor fees)	\$1,200
FOR: Open Streets Program	\$1,200

GOLF FUND

FROM: Prior Year Reserves (Golf Fund)	\$25,130
FOR: City Park 9 Pump station repairs	\$25,130

CEMETERIES FUND

FROM: Prior Year Reserves (Cemeteries Fund)	\$50,000
FOR: 149 Grandview repairs	\$50,000
FROM: Prior Year Reserves (Cemeteries Fund)	\$34,720
FOR: Grandview pump station electrical repairs/upgrades	\$34,720

FROM: Prior Year Reserves (Cemeteries Fund)	\$123,150
FOR: Purchase of backhoe invoiced in 2024	\$123,150

URA PROSPECT SOUTH FUND #801

FROM: Prior Year Reserves (URA Fund 801)	\$1,873,927
FOR: Transfer to URA Operations and Maintenance Fund #800	\$1,873,927

URA MALL FUND #803

FROM: Prior Year Reserves (URA Fund 803)	\$17,804
FOR: Transfer to URA Operations and Maintenance Fund #800	\$17,804

TRANSPORTATION CEF FUND

FROM: Prior Year Reserves (Payment in lieu)	\$21,300
FOR: Transfer to the Capital Projects Fund	\$21,300

Section 2. The appropriations identified above as non-lapsing in Section 1 of this Ordinance for the capital projects and the federal, state or private grants, as authorized in Article V, Section 11 of the City Charter, as appropriations that shall not lapse until completion of the capital projects and the earlier of the expiration of the grants or the City’s expenditure of all funds received from such grants.

Introduced, considered favorably on first reading on September 17, 2024, and approved on second reading for final passage on October 1, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: October 10, 2024
Approving Attorney: Carrie Daggett

ORDINANCE NO. 136, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING TRANSFERS OF APPROPRIATIONS IN
VARIOUS CITY FUNDS

A. The City Council finds and determines that the adoption of this Ordinance is necessary for the public’s health, safety, and welfare, and therefore, wishes to authorize the expenditures described in this Ordinance and that such expenditures will serve the public purposes for which they are designated in Section 1 below.

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

C. The City Manager has recommended the transfer of \$5,630 from the Golf Fund to the Cultural Services & Facilities Fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

D. The City Manager has recommended the transfer of \$21,300 from 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.

E. Article V, Section 11 of the City Charter authorizes the City Council to designate in the ordinance when appropriating funds for a capital project or for a federal, state or private grant or donation, that such appropriation shall not lapse at the end of the fiscal year in which the appropriation is made, but continue until the completion of the capital project or 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. The City Council wishes to designate the appropriation herein for the artwork portion of the Art in Public Places (APP) contribution 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. The following unexpended and unencumbered appropriated amounts are hereby authorized for transfer between the following funds and appropriated therein as detailed below to be expended for the public purposes stated below.

FROM:	Transfer from the Golf Fund (using previously appropriated expenses in 2024 Ordinances #100 & 101)	\$5,630
FOR	Art in Public Places artwork contribution in the Cultural Services & Facilities Fund (non-lapsing)	\$4,391
FOR	Art in Public Places operation costs contribution in the Cultural Services & Facilities Fund	\$1,126
FOR	Art in Public Places maintenance costs contribution in the Cultural Services & Facilities Fund	\$113
FROM:	Transfer from Transportation Capital Expansion Fee (CEF) Fund (Payment in lieu)	\$21,300
FOR:	Roadway frontage improvements in the Capital Projects Fund	\$21,300

Section 2. The appropriation herein for the artwork portion of the Art in Public Places (APP) contribution, as authorized in Article V, Section 11 of the City Charter, as an appropriation that shall not lapse at the end of the fiscal year but continue until completion of the capital project.

Introduced, considered favorably on first reading on September 17, 2024, and approved on second reading for final passage on October 1, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: October 10, 2024
Approving Attorney: Carrie Daggett

ORDINANCE NO. 137, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING TRANSFER OF APPROPRIATIONS FOR THE
FOSSIL CREEK TRAIL SPUR PROJECT

A. The City Council finds and determines that the adoption of this Ordinance is necessary for the public's health, safety, and welfare, and therefore, wishes to authorize the expenditures described in this Ordinance and that such expenditures will serve the public purposes for which they are designated in Section 1 below.

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

C. The City Manager has recommended the transfer of \$35,000 from the lapsing operating budget to the non-lapsing project budget in the Conservation Trust Fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

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

E. The City Council wishes to designate the appropriation herein for the Fossil Creek Trail Spur 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. The unexpended and unencumbered appropriated amount of THIRTY-FIVE THOUSAND DOLLARS (\$35,000) from 2024 Ordinance #33, is authorized for transfer from the lapsing operating budget to the non-lapsing project budget in the Conservation Trust Fund and appropriated therein to be expended for the Fossil Creek Trail Spur Project.

Section 2. The appropriation herein for the Fossil Creek Trail Spur Project is hereby designated, as authorized in Article V, Section 11 of the City Charter, as an appropriation that shall not lapse at the end of the fiscal year but continue until completion of the capital project.

Introduced, considered favorably on first reading on September 17, 2024, and approved on second reading for final passage on October 1, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: October 10, 2024
Approving Attorney: Carrie Daggett

File Attachments for Item:

13. First Reading of Ordinance No. 138, 2024, Appropriating Unanticipated Philanthropic Revenue Received by City Give for the Parks Department Designated Toward Improvements at Veterans Plaza of NoCo, Spring Canyon Community Park.

The purpose of this item is to request an appropriation of \$25,050 in philanthropic revenue received by City Give to be used for improvements at the Veterans Plaza in Spring Canyon Community Park.

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.

September 17, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Nina Bodenhamer, City Give Director

SUBJECT

First Reading of Ordinance No. 138, 2024, Appropriating Unanticipated Philanthropic Revenue Received by City Give for the Parks Department Designated Toward Improvements at Veterans Plaza of NoCo, Spring Canyon Community Park.

EXECUTIVE SUMMARY

The purpose of this item is to request an appropriation of \$25,050 in philanthropic revenue received by City Give to be used for improvements at the Veterans Plaza in Spring Canyon Community Park.

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

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

Veterans Plaza of Northern Colorado is a community partnership between many local organizations, including the City of Fort Collins, Community Foundation of Northern Colorado, and the nonprofit Veterans Plaza of Northern Colorado Board and volunteers who manage the site, host local programming, advocate, and fundraise on behalf of the Plaza.

Located at 2626 West Horsetooth Road in the scenic Spring Canyon Community Park in southwest Fort Collins, Veterans Plaza provides a place to remember the sacrifice willingly made by veterans, whether in times of war or times of peace. Officially opened in November 2011, Veterans Plaza provides an educational destination for children and adults to learn about the military heroes who are part of our nation's history, recognizes those who continue to serve and who will serve in the future.

The City is grateful to partner with such a passionate group of volunteers who tirelessly support U.S. veterans who have served, are serving, and will serve this great nation.

A gift of \$25,000 was received by the nonprofit organization supporting the Veterans Plaza of Northern Colorado and a gift of \$50 was received by an individual donor both designated for the design, construction and installation of an entry sign.

CITY FINANCIAL IMPACTS

This Ordinance will appropriate \$25,000 in new philanthropic revenue in the Neighborhood Parkland Fund received in 2024 and \$50 from prior year reserves in the General Fund received in 2022 for transfer to the Neighborhood Parkland Fund for the Parks Department Veterans Park Improvements.

The funds have been received and accepted per City Give Administrative and Financial Policy.

The City Manager has also determined that these appropriations, are available and previously unappropriated from 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

1. Ordinance for Consideration

ORDINANCE NO. 138, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING UNANTICIPATED PHILANTHROPIC
REVENUE RECEIVED BY CITY GIVE FOR THE PARKS
DEPARTMENT DESIGNATED TOWARD IMPROVEMENTS AT
VETERANS PLAZA OF NOCO, SPRING CANYON COMMUNITY
PARK

A. Veterans Plaza of Northern Colorado is a community partnership between many local organizations including the City of Fort Collins, Community Foundation of Northern Colorado, and the nonprofit Veterans Plaza of Northern Colorado Board and Volunteers who manage the site, host local programming, advocate, and fundraise on behalf of the Plaza.

B. A gift of \$25,000 was received by the nonprofit organization supporting the Veterans Plaza of Northern Colorado and a gift of \$50 was received by an individual donor both designated for the design, construction and installation of an entry sign.

C. This appropriation benefits the public health, safety and welfare of the residents of Fort Collins and serves the public purpose of facilitating the construction of a public memorial to veterans.

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

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

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

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

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

I. The City Manager has recommended the transfer of \$50 from the General Fund to the Neighborhood Parkland Fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

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 Neighborhood Parkland Fund the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) to be expended in the Neighborhood Parkland Fund for the improvements at the Veterans Plaza of NoCo Spring Canyon Community Park.

Section 2. There is hereby appropriated from prior year reserves in the General Fund the sum of FIFTY DOLLARS (\$50) to be transferred to the Neighborhood Parkland Fund and appropriated therein for the improvements at the Veterans Plaza of NoCo, Spring Canyon Community Park.

Introduced, considered favorably on first reading on September 17, 2024, and approved on second reading for final passage on October 1, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: October 10, 2024
Approving Attorney: Jenny Lopez Filkins

File Attachments for Item:

14. Resolution 2024-118 Authorizing an Intergovernmental Agreement Between the Alternative Sentencing Department of Larimer County, Colorado, for use of Alternative Sentencing in Municipal Court.

The purpose of this item is to authorize an intergovernmental agreement (the "IGA") with the Alternative Sentencing Department of Larimer County so that prosecutors have the option to use these programs in plea agreements and municipal judges have the option of sentencing defendants to work release, mid-week, and weekender programs.

September 17, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Jill A. Hueser, Chief Judge

SUBJECT

Resolution 2024-118 Authorizing an Intergovernmental Agreement Between the Alternative Sentencing Department of Larimer County, Colorado, for use of Alternative Sentencing in Municipal Court.

EXECUTIVE SUMMARY

The purpose of this item is to authorize an intergovernmental agreement (the "IGA") with the Alternative Sentencing Department of Larimer County so that prosecutors have the option to use these programs in plea agreements and municipal judges have the option of sentencing defendants to work release, mid-week, and weekender programs.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

The work release, mid-week, and weekender programs of Larimer County's Alternative Sentencing Department provide a sentencing tool for judges with the municipal court. In some cases, incarceration is the appropriate and consistent sentence given the facts of the case and criminal history of a defendant. However, if a defendant is gainfully employed or wishes to seek employment or is enrolled in an educational program, alternative sentencing is a tool that allows the sentence to be carried out in a less restrictive manner that will not impact those positive factors.

Chief Judge Jill Hueser wishes to provide various sentencing options so that prosecutors and judges in the municipal court can craft a plea agreement or sentence that takes into considerations all factors relevant to an individual case and this agreement allows the prosecutors and municipal judges to utilize additional plea agreements and sentencing options.

The City has entered into similar agreements in past years and this option has been a valuable tool.

CITY FINANCIAL IMPACTS

None.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Resolution for Consideration
2. Exhibit A to Resolution

RESOLUTION 2024-118
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
ALTERNATIVE SENTENCING DEPARTMENT OF LARIMER COUNTY, COLORADO,
FOR USE OF ALTERNATIVE SENTENCING IN MUNICIPAL COURT

A. The City of Fort Collins Municipal Court (the "Court") has the authority under City Code to sentence offenders in misdemeanor criminal cases to jail sentences. The Alternative Sentencing Department ("ASD") through Larimer County has multiple alternative sentencing programs available that provide an option for the Court to utilize in addition to a traditional jail setting.

B. The ASD alternative sentencing programs provide a sentencing tool and option for judges in court and for the prosecutors in developing plea agreements. In some cases, traditional incarceration is the appropriate and consistent sentence given the facts of the case and criminal history of a defendant. However, if a defendant is gainfully employed or wishes to seek employment or is enrolled in an educational program, alternative sentencing is a tool that allows the sentence to be carried out in a less restrictive manner that will not impact those positive factors.

C. The Court has had longstanding agreements with ASD for years to allow Municipal Court offenders to utilize the Work Release program. The purpose of this item is to authorize an intergovernmental agreement (the "IGA") with the ASD of Larimer County so that Court can continue to utilize the Work Release program in addition to the intermittent Midweek and Weekend programs, and Useful Public Service in cases that have extended community service requirements (collectively the "Programs".)

D. Under the IGA the City would pay the cost for each City offender sentenced to the programs. The Residential Work Release Program is \$20 per day, the intermittent Midweek or Weekender Program is \$25 per weekend or midweek, or Useful Public Service is \$120 per case.

E. Historically, the program costs have been less than \$2500 annually. With the upcoming addition of starting a Municipal Drug Court, the utilization of these programs will likely increase.

F. The availability of alternative jail programs provides a great benefit to our community, offer paths to rehabilitation, and allows those serving a jail sentence the ability to remain in the community, working, or with their families, while still being able to serve their imposed sentences or meeting agreed upon plea conditions.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS that the Mayor is hereby authorized to enter into the IGA, in substantially the form attached hereto as Exhibit "A," together with such additional terms and conditions as the City Manager, in consultation with the City Attorney, determines to be necessary

and appropriate to protect the interests of the City or to effectuate the purposes of this Resolution.

Passed and adopted on September 17, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: September 17, 2024
Approving Attorney: Dawn Downs

INTERGOVERNMENTAL AGREEMENT
REGARDING USE OF ALTERNATIVE SENTENCING SERVICES

THIS AGREEMENT is dated this ____ day of _____, 2024 (“Effective Date”) by and between Larimer County, Colorado, a political subdivision of the State of Colorado, through its Alternative Sentencing Department (“ASD”), and the City of Fort Collins, a Municipal Corporation (the “City”), through its Municipal Court (the “Court”).

A. Background and Purpose:

This Agreement is for the purpose of providing the Court with the option of sentencing Court clients to the residential housing programs offered by the ASD: the Residential Work Release Program, the Intermittent Midweek or Weekender Program or Useful Public Service (collectively the “Programs”).

B. Term:

This Agreement shall commence on the Effective Date and shall continue in effect through December 31, 2029, or until otherwise modified or terminated as provided herein or by mutual written agreement of the parties. This Agreement shall be automatically renewed for 5 (five) successive calendar years unless either party provides written notice of its intent to not renew to the other party not less than 30 days from the end of the calendar year term. This Agreement replaces the prior agreement between the parties dated June 5, 2018, which shall be terminated as of the Effective Date.

C. Responsibilities of the City and Court:

1. For the duration of this Agreement, the City shall reimburse ASD for the cost of care of clients for the program ordered by the court; Work Release - \$20 per client, per day to include 3 meals per day and for the Workender/Midweek Program - \$25 a weekend or midweek (2 days, 1 overnight) to include 2 meals per day. The City shall pay a one-time fee per case of \$120 for those ordered to the Useful Public Service Program. Such fee is the current estimated amount that will cover the cost for care for one client, per day, which includes meals each day and the other services described below.
2. Such amount in subsection 1 may be increased or decreased on January 1st of each year that this Agreement is in effect to match the increase or decrease in ASD daily cost of care rates, if any, as approved by the Larimer County Commissioners for the ASD. The Court will be given notice of the increase or decrease at the earliest possible time, but in any event, not less than 60 days prior to the date on which such change is to become effective. The Court shall provide written notice of acceptance or rejection of such change in the cost of care to ASD within 30 days of receipt of such notice. If the Court rejects the proposed change, then this Agreement shall be terminated effective January 1st of the new year.
3. For each referred case or client, the Court shall submit to ASD a signed Jail Order with the details of the referral, the Program to which the client is sentenced, and a stay of execution date included.
4. All clients sentenced to the Programs will be informed by the Court of the required

attendance at a Program orientation at ASD that must be completed within 14 days of sentencing. This shall be done through a narrative on the Jail Order and the use of an ASD information sheet.

5. The City will pay for urine analysis ("UA") drug testing for all clients ordered to undergo substance monitoring by the Court and as a requirement for Work Release. The fee for each UA is \$15. The ASD will maintain the reports as confidential and report the results of any UAs to the Court as soon as practical after the result becomes known.
6. The City will make payment within 30 days of receipt of the billing described in subsection D.2., below.

D. Responsibilities of ASD:

1. ASD shall be responsible for the board and housing of referred municipal clients according to currently established ASD program policies and procedures. Such clients will be subject to all ASD's policies and procedures and all other applicable laws and regulations. ASD will provide recommendations for placement at approved agencies for Useful Public Service and will verify completion of hours.
2. ASD will provide monthly billing to the Court for all clients sentenced to ASD by the 15th day of the month following the billing month. The billing will contain an itemization of the basis for the fees, listing the name and Court case number of the client, the days actually served in the Programs, and the dates of any UAs.
3. Any client found in violation of any ASD policy may be subject to removal from the Program by ASD and required to complete the remainder of his or her sentence at the Larimer County Jail. A client removed from the Program and placed in the Jail will be subject to Jail policies and procedures. ASD shall notify the Court via Court-provided telephone number and/or email of the removal of a client from the Program within one business day of the removal so that the Court may consider any modification of its Jail Order.
4. ASD shall provide orientation, day-to-day direct supervision, instruction, and supportive services to all clients.

E. Miscellaneous Terms & Conditions:

1. Termination. This Agreement may be terminated by either party, without cause, during any term so long as the other party is provided written notice of such termination not less than 90 days prior to the termination date. If a party fails to provide written notice of its desire to terminate this Agreement, the Agreement shall continue to be effective and binding on both parties during the remainder of the term, subject to the automatic renewal provisions above.
2. Default; Termination for Cause. If either party is in default under any provision of this Agreement, the party complaining of said default shall provide written notice thereof to the defaulting party. The party in default shall have 30 days in which to remedy said default. If the default complained of is not remedied, the party complaining of such default may terminate this Agreement immediately and/or avail itself of any other remedy available at law or in equity.

3. Applicable Law. This Agreement shall be governed by Colorado law.
4. Modifications. Any modification to this Agreement shall not be effective unless it is made in writing and signed by the authorized representatives for both parties.
5. No Third-Party Beneficiaries. Nothing in this Agreement shall be deemed to create any third-party benefits or beneficiaries or create a right or cause of action for the enforcement of this Agreement's terms in any entity or person not a party to this Agreement including any agents, employees, officers, or volunteers of any party or any entity with whom either party contracts.
6. Notice. For the purpose of providing notice pursuant to this Agreement, notice shall be deemed served on either party when deposited, postage prepaid, in the United States mail and forwarded to the following address of the parties hereto:

ASD: Larimer County Alternative Sentencing
2307 Midpoint Drive
Fort Collins, CO 80525

Court Administrator
Fort Collins Municipal Court
PO Box 580
Fort Collins, CO 80522-0580

With a copy of any notice concerning the validity or enforcement of the Agreement, or any dispute arising hereunder, also provided to:

ASD: Larimer County Alternative Sentencing
Larimer County Attorney's Office
224 Canyon Ave., Suite 200
Fort Collins, CO 80522-1606

City Attorney
Fort Collins City Attorney's Office
PO Box 580
Fort Collins, CO 80522-0580

7. Each Party Responsible for Its Own Acts. Each party hereto agrees to be responsible for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent allowed by law. The parties, as agencies and/or political subdivisions of the State of Colorado, have rights and protections arising under the provisions of the Colorado Governmental Immunity Act (C.R.S. secs. 24-10-101, *et seq.*). Nothing in this Agreement shall be construed as a waiver of the protections of said Act or any laws relating to governmental immunity.
8. Relationship of Parties. The parties enter into this Agreement as separate independent governmental entities and maintain such status throughout. This Agreement shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another.
9. No Assignment. Neither party shall assign this Agreement, any interest, or any part thereof or any right or privilege pertinent thereof, without the prior written consent of the other.
10. Entire Agreement. This Agreement embodies the entire agreement of the parties. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.
11. Severability. Any provision rendered null and void by operation of law shall not invalidate the remainder of this Agreement to the extent that this Agreement is capable of execution.

12. Bribery and Corrupt Influences. The signatories hereto aver that they are familiar with Section 18-6-301, C.R.S. (Bribery and Corrupt Influences) and Section 18-8-401, C.R.S. (Abuse of Public Office), and that no violation of such provisions is present.
13. Conflict of Interest. The signatories aver that, to their knowledge, no employee has a personal or beneficial interest whatsoever in the service or property described herein.
14. Non-discrimination. The parties agree to comply with the Colorado Antidiscrimination Act of 1957, as amended, and other applicable laws respecting discrimination and unfair employment practices (24-34-402, C.R.S., as amended), and as required by Executive Order, Equal Opportunity, and Affirmative Action, dated April 16, 1975, as amended.
15. Appropriations. All financial obligations of the parties to this Agreement are subject to budgeting and appropriation of such funds by the governing body of each party each year. This Agreement shall not be construed to create a multiple fiscal year debt or other financial obligation.

Signature Page to Follow.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

LARIMER COUNTY, COLORADO

CITY OF FORT COLLINS, COLORADO

By: Emily A. Humphrey
Emily A. Humphrey
Director, Community Justice Alternatives

By: _____
Kelly A. DiMartino
City Manager, City of Fort Collins

Approved as to Form:

By: Christine M. Luckasen June 25, 2024
Christine M. Luckasen
Assistant County Attorney

By: _____
Jill Hueser
Chief Judge, Fort Collins Municipal Court

Approved as to Form

By: _____
Carrie M. Daggett
Fort Collins City Attorney

File Attachments for Item:

15. Public Hearing #1 on the 2025-26 Recommended Budget for the City of Fort Collins.

This is the first public hearing on the City Manager's 2025-26 Recommended Budget for the City of Fort Collins. The purpose of this public hearing is to gather public input on the 2025-26 budget. To receive further public input, a second public hearing is scheduled for Council's Tuesday, October 1, 2024, regular meeting at 6:00 p.m. in Council Chambers with the option for remote participation through the online Zoom meeting platform. Both hearings were set by Council adoption of Resolution 2024-116 at its September 3, 2024, meeting. The City Manager's 2025-26 Recommended Budget can be reviewed at the City Clerk's Office by appointment only and online at fcgov.com/budget.

Spanish interpretation will be available at all 2025-2026 budget related meetings.

September 17, 2024



AGENDA ITEM SUMMARY

City Council

STAFF

Travis Storin, Chief Financial Officer
Lawrence Pollack, Budget Director

SUBJECT

Public Hearing #1 on the 2025-26 Recommended Budget for the City of Fort Collins.

EXECUTIVE SUMMARY

This is the first public hearing on the City Manager's 2025-26 Recommended Budget for the City of Fort Collins. The purpose of this public hearing is to gather public input on the 2025-26 budget. To receive further public input, a second public hearing is scheduled for Council's Tuesday, October 1, 2024, regular meeting at 6:00 p.m. in Council Chambers with the option for remote participation through the online Zoom meeting platform. Both hearings were set by Council adoption of Resolution 2024-116 at its September 3, 2024, meeting. The City Manager's 2025-26 Recommended Budget can be reviewed at the City Clerk's Office by appointment only and online at fcgov.com/budget.

Spanish interpretation will be available at all 2025-2026 budget related meetings.

File Attachments for Item:

16. Resolution 2024-119 Approving the Second Amended and Restated Intergovernmental Agreement Establishing the Poudre Fire Authority.

The purpose of this item is to seek approval of an amended and restated Intergovernmental Agreement (“IGA”) establishing the Poudre Fire Authority (the “Authority”) between the City of Fort Collins (the “City”) and the Poudre Valley Fire Protection District (the “District”). This includes the Funding Formula and Revenue Allocation Formula, and Support Services provided by the City to the Authority and by the Authority to the City.

September 17, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

David Lenz, Director, Financial Planning & Analysis
 Travis Storin, Chief Financial Officer
 Derek Bergsten, Fire Chief, Poudre Fire Authority

SUBJECT

Resolution 2024-119 Approving the Second Amended and Restated Intergovernmental Agreement Establishing the Poudre Fire Authority.

EXECUTIVE SUMMARY

The purpose of this item is to seek approval of an amended and restated Intergovernmental Agreement (“IGA”) establishing the Poudre Fire Authority (the “Authority”) between the City of Fort Collins (the “City”) and the Poudre Valley Fire Protection District (the “District”). This includes the Funding Formula and Revenue Allocation Formula, and Support Services provided by the City to the Authority and by the Authority to the City.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

The City and the District established the Authority with an IGA in 1981. This agreement was adjusted in 1983 and 1987 to include a revenue allocation formula (“RAF”). This agreement was further amended and restated in 2014 to include an update to the RAF and Support Services provided to PFA by the City.

During 2023, City and Authority staff began discussions to update the IGA, completing an analysis of the support services (and associated costs) provided by each party and the evaluation of the RAF in 2024. These preliminary findings have previously been shared with the Council Finance Committee in March and July; City Council/District Board in a joint Work Session in April; and ongoing Authority and District Board meetings. The intent of the IGA update is to simplify and clarify obligations of the City and Authority, provide more direct oversight and responsibilities to City and Authority staff, memorialize and adjust for changes to the operating and legislative environments, and provide a timeline and framework for future reconciliations and reviews.

A summary of the key changes to the IGA are highlighted below:

General Terms and Conditions:

- General cleanup including legislative driven changes since 2014.

- Added agreement review period of eight years.
- Added the role of IGA Administrators (one each for the City and the Authority) with defined responsibilities.
- Supersedes the current, separate Legal Services IGA and incorporates such services into this agreement.
- Adjusted the Authority Chief's expenditure and disposal limits.

Exhibit B - Support Services Provided:

- Updated support services provided by the City to the Authority and added Support Services provided by the Authority to the City.
- Provided cost of these support services – the difference between the two is the net cost of services provided.
- Administrators are enabled to adjust the support services provided (and cost of those services) as business conditions and needs evolve.
- Cost of Support Services will be set as part of the annual appropriation each year.
- Included a provision to adjust the cost of these services annually based on a CPI Index.

Exhibit A – Revenue Allocation Formula:

- Simplified City contribution of Sales and Use tax amounts to 13.235% of undedicated and/or non-legally restricted funds.
- City Property Tax contribution remains at 67.5% of operating mill levy.
- City Contribution is reduced by the net cost of services provided under Exhibit B.
- Sales, Use and Property Tax budgets will be set as part of the annual appropriation each year.
- Monthly contributions from the City to the authority will be based on actual revenue collections.
- An annual reconciliation of Budget to Actuals will occur at the end of each year. Revenue bands are established to provide a risk sharing cap and floor:
 - Sales Tax: Upper band 3%; Lower band -2%
 - Use Tax: Upper band 6%; Lower band -2%
 - Property Tax: Upper band 2%; Lower band -2%
- Annexations of District property into the City shall be reviewed annually with adjustments to the Sales, Use or Property Tax contributions to insure no loss of Revenue to the Authority.

The Second Amended and Restated IGA, including the RAF (Exhibit A) and Support Services provided (Exhibit B), are included as attachments.

The District Board will consider the proposed Second Amended and Restated IGA at their September 24 meeting.

CITY FINANCIAL IMPACTS

The changes to the IGA have been modeled to be revenue neutral versus the existing agreement. However, as the City's contributions to the Authority will be based on actual revenue as opposed to budgeted revenue (subject to the revenue bands described above), the City's contributions to the Authority may be more or less than they would be under the existing agreement.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

At its July 2024 meeting, City staff presented an overview of the amended and restated agreement terms and Council Finance Committee raised no objections and expressed general support.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Resolution for Consideration
2. Exhibit A to Resolution
3. Second Amended and Restated Intergovernmental Agreement Establishing the Poudre Fire Authority (redline version)
4. Presentation

RESOLUTION 2024-119
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING THE SECOND AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE
POUDRE FIRE AUTHORITY

A. On November 3, 1987, the City of Fort Collins (the “City”) and the Poudre Valley Fire Protection District (the “District”) entered into an intergovernmental agreement (the “Agreement”) providing for the continuation of an independent governmental entity known as the Poudre Fire Authority (the “PFA”) which was originally formed in 1981, for the purpose of providing fire protection services within the City and the District.

B. After 1987, the City and the District entered into two addenda to the Agreement. In 2014, the City and the District entered into an Amended and Restated Intergovernmental Agreement Establishing the Poudre Fire Authority.

C. The City and the District have recognized the need to amend and restate the Agreement a second time and have worked cooperatively to identify and address issues of mutual interest, including the establishment of a revised revenue allocation formula to help ensure a predictable revenue stream for the PFA for its operations and capital needs.

D. The City and District staff also recommend revisions to address support services provided by the City to the Authority and by the Authority to the City, including appointment of an administrator by each party who will have authority to adjust support services as business needs change.

E. Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, Colorado Revised Statutes, encourage governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting among themselves.

F. The City and the District have a history of successful cooperation in the provision of fire protection services in their respective jurisdictions through the creation of the PFA, which will be continued by the adoption of an amended and restated Agreement.

G. City staff recommends that the City Council approve and authorize the execution of the Amended and Restated Intergovernmental Agreement Establishing the Poudre Fire Authority

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS that the Mayor is hereby authorized to enter into the Amended and Restated Intergovernmental Agreement Establishing the Poudre Fire Authority in substantially the form attached hereto as Exhibit “A” and incorporated herein by this reference, with such modifications or additional terms and conditions as the City Manager,

in consultation with the City Attorney, determines to be necessary or appropriate to protect the interests of the City and effectuate the purposes of this Resolution.

Passed and adopted on September 17, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: September 17, 2024
Approving Attorney: Jenny Lopez Filkins

SECOND AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
ESTABLISHING THE POUDRE FIRE AUTHORITY

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

WITNESSETH:

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

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

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

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

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

ARTICLE I
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II OFFICERS AND EMPLOYEES

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

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

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

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

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

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

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

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

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

ARTICLE III POWERS OF THE AUTHORITY

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

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

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

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

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

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

ARTICLE IV
ORGANIZATIONAL PROCEDURE

4.1. Delegation of Powers, Duties, and Responsibilities.

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

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

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

ARTICLE V
BUDGET; MAINTENANCE AND OPERATION
COSTS; OTHER COSTS

5.1. Annual Budget.

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

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

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

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

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

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

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

ARTICLE VI SERVICES

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

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

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

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

ARTICLE VII OWNERSHIP OF PROPERTY

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

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

ARTICLE VIII TERMINATION

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

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

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

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

ARTICLE IX MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Page Immediately Follows]

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

CITY OF FORT COLLINS, COLORADO
a municipal corporation

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Deputy City Attorney

POUDRE VALLEY FIRE PROTECTION DISTRICT

By: _____
President of the Board

ATTEST:

Secretary

APPROVED AS TO FORM:

Counsel for District

Exhibit A

Funding Formula and Revenue Allocation Formula (RAF)

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

A. City Annual Contribution to the Authority per RAF:

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

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

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

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

B. Limitations on City’s Contribution Amounts:

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

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

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

C. City Annual Contribution Calculation Examples:

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

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

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

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

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

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

Less: Net Cost of Support Services - Exhibit B	\$ (450,000)
--	--------------

4. The sum of which components equals the City Annual Contribution to the Authority.

City Calculated Annual Contribution	\$ 40,552,525
-------------------------------------	---------------

D. Limits on Contribution Example:

Limits on Contribution:

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

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

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

E. Capital Improvement Expansion Fees:

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

F. Annexations Adjustment:

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

G. URA/TIF/ Adjustments and Other Implications:

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

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

H. **District Contribution.**

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

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

I. **Other Revenues**

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

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

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

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

J. **General Provisions**

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

Exhibit B

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

I. Support Services Provided by the City to the Authority

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

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

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

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

II. Support Services Provided by the Authority to the City

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

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

SECOND AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
ESTABLISHING THE POUFRE FIRE AUTHORITY

THIS SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT; (“Agreement”) is entered into this ___ day of _____, 2014, pursuant to ~~Section~~Sections 29-1-201203 and -203.5 *et seq.*, C.R.S., by and between THE CITY OF FORT COLLINS, COLORADO, a municipal corporation, hereinafter referred to as the "City", and THE POUFRE VALLEY FIRE PROTECTION DISTRICT, Larimer County, State of Colorado, hereinafter referred to as the "District". This Agreement is effective at 12:00 am on January 1, 2025 (“Effective Date”). No provision in this Agreement or the attached exhibits shall apply to the 2024 fiscal year. The 2024 fiscal year, and all requirements, processes, and procedures associated with the 2024 fiscal year, are governed solely by the provisions of the July 15, 2014 Amended and Restated Intergovernmental Agreement Establishing The Poudre Fire Authority and the exhibits attached thereto, which shall remain in full force and effect through 11:59 pm on December 31, 2024, at which date and time such agreement shall terminate for all purposes. The City and the District are referred to collectively as the “Parties” and individually as a “Party.”

WITNESSETH:

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

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

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

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

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

ARTICLE I

GENERAL PROVISIONS

1.1. Term of the Agreement. ~~This~~The term of this Agreement shall ~~be in effect from commencement on the date first above written~~Effective Date and shall continue until terminated by ~~one or both of the parties~~Parties as herein provided. In addition to the option to terminate for non-appropriation as described in Section 5.4., below, this Agreement may be terminated effective 11:59 p.m. on December 31 of a calendar year by either ~~party hereto, provided~~Party providing a minimum of 24 months' prior written notice of termination ~~is given to the other party~~Party. ~~The effective date of termination shall be on December 31 of any calendar year, provided said termination shall be no sooner than twenty-four (24) months after service~~Parties agree to review and consider amendments to this Agreement and related exhibits resulting from changes in policy, practice, or law every eighth year, such review to begin on January 1 and completed by September 1 of the written notice of terminationthat year.

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

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

1.4. Governing Board. The Authority shall be administered by a governing Board of five (5) members, hereinafter referred to as the "Board." All legislative power of the Authority is vested in the Board. The City shall appoint two (2) members and the District shall appoint two (2)

members. The fifth member shall be appointed ~~annually~~ at the first regular meeting of the Board in ~~August~~February of each year by majority vote of ~~by~~ the four other members as appointed by the City and District. If the vote results in a tie, the Mayor of the City and the President of the District Board shall have authority to appoint the fifth member.

~~_____~~ A. All appointees and terms of appointment shall be at the discretion of the appointing entity; provided that the fifth member shall be appointed and serve as provided in the first paragraph of this Section 1.4.

~~_____~~ B. All vacancies on the Board shall be filled by the appointing entity; provided that a vacancy in the fifth member position shall be filled as provided in the first paragraph of this Section 1.4.

~~_____~~ 1.5. Meetings of the Board.

~~_____~~ A. Regular Meetings. The Board shall provide for regular meetings at a time and place fixed by resolution of the Board.

~~_____~~ B. _____

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

A. *Format of Meetings.* The Board may, in its discretion, conduct any regular or special Board meeting (including any study session): (1) at a physical location; (2) at a physical location with remote electronic attendance availability; or (3) electronically. User access information for any Board meeting conducted under (2) or (3) shall be included on the Board meeting notice and agenda or otherwise made publicly available.

B. *Regular Meetings.* No later than its first regular meeting of each year, the Board shall designate the time and place for all regular Board meetings for the year and designate a public place within the Authority where notice of the meetings will be posted if notice cannot be accomplished on the Authority's website. Notice of a regular meeting and specific agenda information to the extent possible shall be posted at least 24 hours prior to the meeting on the Authority's website or at the designated public place if notice cannot be accomplished on the Authority's website.

C. *Special Meetings.* Special meetings may be held as often as the Authority's needs may require. Special meetings may be called by the Chair ~~of the Board~~ or by the Board at such times as the Chair or the Board may determine to be necessary, provided that, or by two Directors, upon not less than twenty-four (24) hours prior written notice ~~or notice to the other Directors.~~

which notice shall also be posted to the Authority's website or at a designated public place within the Authority where notice of a meeting will be posted if notice cannot be accomplished on the Authority's website. A "work session" constitutes a special meeting at which no formal Board action may be taken.

D. *Emergency Meetings.* Emergency meetings may be called by the Chair, or two Directors, in the event of an emergency that requires the immediate action of the Board to protect the health, safety, and welfare of the public without notice to the public if notice is not practicable. If possible, notice of such emergency meeting may be given to the other Board members by telephone or electronic mail of the time, place, and business of such meeting is given to each Board member at least twenty four (24) hours prior to whatever other means are reasonable to meet the circumstances of the emergency. At such emergency meeting, any action within the power of the Board that is necessary for the immediate protection of the health, safety, and welfare of the public may be taken; provided, however, that any action taken at an emergency meeting shall be effective only until the next Board meeting, regardless of whether it is a regular or special meeting, at which meeting the emergency issue shall be on the public notice of the meeting. At such subsequent meeting. Any, the Board member may sign a waiver of notice which waiver shall then be in lieu of ratify any other notice requirement. A Board member attending emergency action taken. If any special meeting emergency action taken is not ratified, then it shall be deemed to have received the necessary notice rescinded as of the date of such subsequent meeting.

C. *Open Meetings.* All meetings of the Board shall be open to the public, except that the Board may go into executive session as permitted by state law.

D. *Electronic Attendance.* If approved by the Board, the Board members may participate by telephone or other technology that allows them to participate in a meaningful manner, so long as meetings are open to the public and the Board is not acting in a quasi-judicial capacity.

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

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

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

ARTICLE II OFFICERS AND EMPLOYEES

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

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

2.2. Management. -The Board shall appoint a Fire Chief to manage the Authority. The Fire Chief shall assume responsibilities of the Fire Chief for both ~~parties~~ Parties pursuant to this Agreement. - Subject to the supervision of the Board and the powers specifically reserved to the Board as described in Article III of this Agreement, the Fire Chief shall have all powers and authorities provided for a municipal fire chief and a fire chief under Section 32-1-1002, C.R.S., and shall oversee and manage all business and affairs of the Authority, including the operation, maintenance, management, administration, and provision of all facilities, improvements, equipment, services, and personnel, in the manner typically associated with a fire and emergency rescue agency for which the fire chief has been delegated authority by the governing body to manage all aspects of the agency, including the authority associated with a chief executive, administrative, and operational officer. ~~The~~ Without limiting the foregoing, the Fire Chief shall have the power:

- A. To provide for the planning, design, and construction of any buildings, and the additions or improvements to the facilities owned by the Authority.
- B. To execute any contract for capital costs, costs of special services, equipment, materials, supplies, maintenance, or repair that involves any Authority expenditure ~~by the Authority~~ of less than Seventy-Five ~~One~~ Hundred Thousand Dollars (\$75~~100~~,000), providing such expenditure is within budget. -This expenditure limit will be increased or decreased every five years ~~according to as determined using the Bureau of Labor Statistics'~~ CPI Inflation Calculator for the ~~cumulative~~ Denver-Boulder-Aurora-

Lakewood Consumer Price Index for Urban Consumers, ~~as published by the Bureau of Labor Statistics or any successor index.~~ Such adjustment will be made by the ~~Authority~~ Board.

- C. To employ all personnel of the Authority required for the provision of Fire Rescue Services and maintenance and operation of all facilities and to make such personnel decisions as he or she deems appropriate, including without limitation, decisions as to organization, staffing levels, deployment, promotions, demotions, discipline ~~and, where deemed necessary by the Fire Chief, and~~ termination.
- D. To employ all personnel required in connection with the planning, design, and construction of any buildings, additions or improvements to the facilities owned by the Authority.
- E. To expend funds and enter into contracts, whenever required, for the immediate preservation of the public health, safety, and welfare, provided that the amount of funds involved does not exceed one percent (1%) of the annual budget of the Authority for the year in which the funds are expended or the contract is made.
- F. To dispose of by sale any personal property of the Authority with a value of less than Fifty ~~Seven~~ Thousand Dollars (~~\$57~~,000). This sale limit will be increased or decreased every five years ~~according to the cumulative as determined using the Bureau of Labor Statistics' CPI Inflation Calculator for the Denver-BoulderAurora-Lakewood~~ Consumer Price Index for Urban Consumers, ~~as published by the Bureau of Labor Statistics or any successor index.~~ Such adjustment will be made by the ~~Authority~~ Board.
- G. To approve payroll payments and ~~to approve~~ other ~~demands for~~ payments by the Authority, provided such ~~other~~ payments are within budget and an individual payment does not exceed ~~Seventy-Five~~ One Hundred Thousand Dollars (\$100,000). This payment limit will be increased or decreased every five years ~~according to the cumulative as determined using the Bureau of Labor Statistics' CPI Inflation Calculator for the Denver-BoulderAurora-Lakewood~~ Consumer Price Index for Urban Consumers, ~~as published by the Bureau of Labor Statistics or any successor index.~~ Such adjustment will be made by the ~~Authority~~ Board.
- H. To prepare and submit to the Board an annual operating budget for the next fiscal year in accordance with the budget schedules of the City and District.
- ~~I. _____~~ I. _____ To adopt general operating guidelines, including but not limited to ~~non-personnel matter~~ policies and procedures on non-

personnel matters, operating policies, and inspection policies, as deemed appropriate by the Fire Chief.

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

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

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

ARTICLE III
POWERS OF THE AUTHORITY

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

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

- A. To make, and enter into, and perform contracts of every kind as authorized by law with other governmental entities, the State of Colorado, or any political subdivision thereof, the United States, or any political subdivision thereof, and any individual, firm, association, partnership, corporation, or any other organization of any kind.
- B. To employ all necessary personnel.
- C. To acquire, construct, manage, maintain, and operate any buildings, works, improvements, or other facilities.
- D. To acquire, hold, or dispose of property.
- ~~E.~~ E. To sue and be sued in its own name.

~~F. To incur debts, liabilities, or obligations to the extent and in the manner permitted by law, and borrow money and, from time to time, make, accept, endorse, execute, issue and deliver bonds, notes and other obligations of the Authority for monies borrowed, or in payment for property acquired, or for any of the other purposes, services or functions of the Authority; and as provided by law, and to the extent permitted by law, to secure the payment of any such obligations by mortgage, pledge, deed, indenture, agreement, or other collateral instrument, or by other lien upon or assignment of all or any part of the properties, rights, assets, contracts, easements, revenues and privileges of the Authority; and providing that all debts, liabilities, and obligations of the Authority shall be limited to or secured only to the extent of the Authority’s revenues and assets; and further providing that no obligation of the Authority shall be or become an obligation of either the City or the District without the express written consent of such party.~~

F. To issue bonds, notes, or other financial obligations (collectively, “Financial Obligations”) payable solely from revenue derived from one or

more of the Authority's functions, services, systems, or facilities, from money received under contracts entered into by the Authority, or from other available money of the Authority. The Authority shall set forth the terms, conditions, and details of the Financial Obligations, including related procedures and refunding conditions, in a resolution authorizing the Financial Obligations. Financial Obligations issued by the Authority are not an indebtedness of the Parties within the meaning of any provision or limitation specified in the state constitution or law. Each Financial Obligation must state in substance that it is payable solely from the revenues and other available funds of the Authority pledged for the payment thereof and that it is not a debt of the Parties within the meaning of any provision or limitation specified in the state constitution or law. The Financial Obligations may be issued to mature at such times not beyond forty years from their respective issue dates, shall bear interest at such rates, and shall be sold at, above, or below the principal amount thereof, at a public or private sale, all as determined by the Authority Board. Interest on any Financial Obligation is exempt from taxation except as otherwise may be provided by law. The resolution, trust indenture, or other security agreement under which Financial Obligations are issued is a contract with the holders thereof and may contain such provisions as the Authority determines to be necessary and appropriate and to provide security for the payment thereof, including, without limitation, any mortgage or other security interest in revenue, money, rights, or property of the Authority.

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

- L. To fix, maintain, and revise fees, rates, and charges for functions, services, or facilities provided by the Authority in the manner provided by law.
- M. To own, operate, and maintain real and personal property and facilities in common with others, and to conduct joint, partnership, cooperative, or operations with others, and to exercise all the powers granted herein in joint, partnership, cooperative, or other operations with others.
- N. To act as agent on behalf of the ~~parties~~Parties with regard to the functions and services described hereinabove and any existing contracts and agreements between either or both of the ~~parties~~Parties or any other party, to the extent permitted by law and the terms of such contracts and agreements.
- O. To carry out all provisions of this Agreement.

ARTICLE IV
ORGANIZATIONAL PROCEDURE

4.1. Delegation of Powers, Duties, and Responsibilities.

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

4.2. Personnel.

- ~~A.~~ The Board shall adopt the ~~necessary~~ rules, regulations, and procedures ~~which shall govern~~necessary for the governance of the Authority's personnel ~~matters.~~

- ~~B. During the term of this Agreement, all employees transferred from the City and, which the District under Fire Chief shall implement and enforce through the original Intergovernmental Agreement and all employees hired by the Authority shall be employees of the Authority subject to the terms and conditions of employment in effect as stated in Authority Personnel Rules and Regulations, as amended from time to time.~~
- ~~C. All of the time that a transferred employee has spent as a Fire Department employee of either the City or the District shall be considered as time employed by the Authority for the purpose of determining any conditions or benefits of employment with the Authority.~~
- ~~D. The establishment of the Authority as an independent governmental entity shall not affect in any manner the rights of City or District employees, hired prior to January 1, 1982, insofar as they relate to pension benefits provided by the laws of the State of Colorado.~~
- ~~E. At the termination of this Agreement, any unfunded pension liabilities incurred by the Authority during the term of this Agreement shall be assumed by the City or the District in proportion to the allocation of Authority personnel to the City and the District.~~
- ~~F. If this Agreement is terminated, the parties agree that any employee of the Authority who was an employee of the City or the District on January 1, 1982 shall be restored to employment with the employee's original employer (City or District as applicable) or the entity which has need for additional employees. Said employment shall be subject to the terms and conditions of employment then in effect as stated in City or District personnel such policies, procedures, rules, orders, and directives as the Fire Chief determines are necessary or appropriate.~~

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

ARTICLE V
BUDGET; MAINTENANCE AND OPERATION
COSTS; OTHER COSTS

5.1. Annual Budget.

~~A.~~ ~~_____~~ ~~A.~~ The Board shall adopt a preliminary budget for maintenance and operation costs, capital costs, and costs of other services in accordance with the budget schedules of the City and the District, which budget may be amended from time to time based on changes in revenue projections made by the City and the District. The Board shall submit the

budget to the respective governing bodies of the ~~parties hereto~~ Parties. The budget shall become the Authority budget only after approval of the appropriations by the respective governing bodies and final approval by the Board.

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

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

records. The results of said audit shall be ~~presented~~submitted to the City and the District not later than thirty (30) days after receipt by the Board.

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

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

ARTICLE VI SERVICES

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

A. The City shall provide to the Authority those professional, administrative, and support services described in Section I. of Exhibit B, ~~attached hereto and incorporated herein by to this reference, upon the terms and conditions set forth therein. Agreement.~~ The Authority shall provide to the City ~~those~~the support services also described in Section II. of Exhibit B, upon to this Agreement. The annual cost of the terms and conditions set forth therein. The provision of those support services described in Exhibit B to this Agreement shall be at no additional charge unless otherwise indicated on Exhibit B. Upon adjusted annually for inflation using the written agreement of the City Manager and the Fire Chief, Exhibit B may be amended from Bureau of Labor Statistics' CPI Inflation Calculator for the Denver-Aurora-Lakewood Consumer Price Index for Urban Consumers, or

any successor index. The net annual balance for each year will be determined at the ~~time to time~~ of the annual budget appropriation for the ensuing fiscal year, then divided into twelve equal monthly amounts and either added to, or deducted from, the ensuing fiscal year's RAF City Annual Contribution amount to be transferred to the Authority. The transfers will take place monthly.

~~6.2. Additional Services. The City may agree to provide other additional services to the Authority, provided the Authority complies with the operating procedures of the City.~~

- B. The City and the Authority shall each appoint an administrator, who must be knowledgeable about the terms of this Agreement and the services provided, and who must ensure compliance with the terms of Article VI and Exhibit B of this Agreement. The City's Chief Financial Officer will appoint a designee in writing to serve in the administrator role for the City. The Authority Board will appoint a designee to serve as the administrator for the Authority Board. The responsibilities of the administrators shall include, but not be limited to, the following:
1. Ensure adequate levels of the services described in Article VI and Exhibit B of this Agreement.
 2. Provide clarity around standard operating procedures and systems requirements for the services described in this Agreement.
 3. Ensure City-established standard operating procedures and system requirements are being followed.
 4. Meet regularly to discuss alignment of the Authority's policies, operating systems, procedures, benefits, and tools with the City's.
 5. Adjust annual charges in correspondence with the changing complexity of fulfilling the services described in Section VI and Exhibit B of this Agreement.
 6. Use good faith efforts to resolve disputes relating to the services described in Article VI and Exhibit B of this Agreement. If the administrators cannot resolve the dispute, the City Manager and the Fire Chief shall meet within 30 days of the administrators' notifying them of the unresolved dispute to consider the matter and come to a mutually agreeable resolution.
 7. Meet on a quarterly basis to discuss budget and actual costs for services described in Article VI and Exhibit B, as well as budget and actual revenues described in Exhibit A, of this Agreement.

8. Determine whether specific services within the categories of services established in Article VI and Exhibit B of this Agreement (“Established Category(ies)”) should be modified or new services added to, or existing services removed from, an Established Category. The Parties hereby authorize the administrators to modify services within the Established Categories, or to add new services to or remove services from the Established Categories, with the approval of the City Manager and the Fire Chief, subject to appropriation of necessary funds. Such actions shall be in writing and signed by the Administrators, the City Manager, and the Fire Chief, and, upon such execution, shall constitute an amendment to this Agreement without the need for the Parties to formally approve the amendment. Each administrator must advise the other administrator by October 31 of each year about planned or potential changes to services for the upcoming year. Any such communication must identify the changes to the services and the affected Established Category(ies).

ARTICLE VII OWNERSHIP OF PROPERTY

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

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

ARTICLE VIII TERMINATION

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

- A. All assets acquired by the Authority from contributions from the ~~parties~~Parties shall be returned to the contributing ~~party~~Party if said assets are still owned by the Authority.
- B. If assets contributed to the Authority are not in existence, the contributing ~~party~~Party shall have the option of receiving the fair market value of the asset at the time of disposal by the Authority in either cash (if available) or assets of the Authority acquired from funds provided by the ~~parties~~Parties.

C. All remaining assets acquired by the Authority after January 1, 1982, from funds provided by the ~~parties~~Parties shall be distributed to the ~~parties~~Parties on the basis of the appraised value of said assets at the time of termination and in the same proportion as the respective contributions of funds by the ~~parties~~Parties for acquisition of the assets over the life of this Agreement.

~~D.~~ ~~_____~~ ~~D.~~ The ~~parties~~Parties may agree to dispose of any assets of the Authority in any other acceptable manner.

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

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

ARTICLE IX
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

~~9.7. Effect Upon Prior Agreements. This Agreement shall extinguish and replace the intergovernmental agreement entitled Intergovernmental Agreement dated November 3, 1987, and the three addenda to that Intergovernmental Agreement referenced in the Third Addendum to the Intergovernmental Agreement Between the City of Fort Collins and Poudre Valley Fire Protection District dated May 21, 2013.~~

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

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

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

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

[Signature Page Immediately Follows]

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

CITY OF FORT COLLINS, COLORADO
a municipal corporation

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Deputy City Attorney

POUDRE VALLEY FIRE PROTECTION DISTRICT

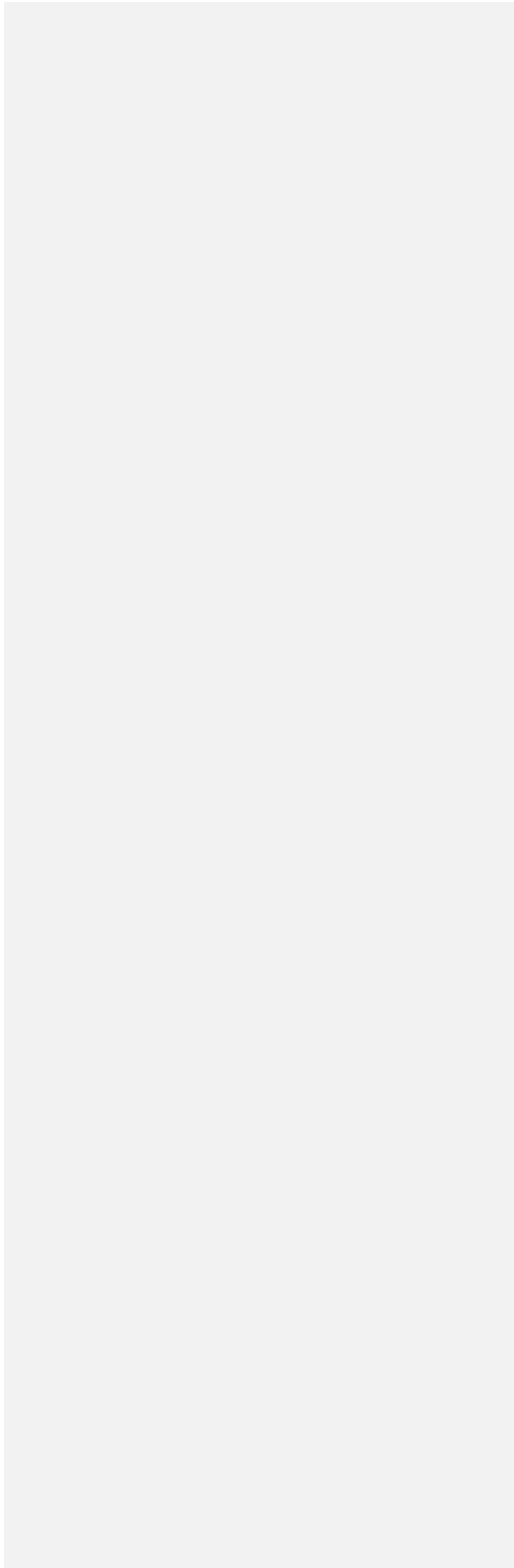
By: _____
President of the Board

ATTEST:

Secretary

| APPROVED AS TO FORM:

| _____
Counsel for District



|

|

5690389.1

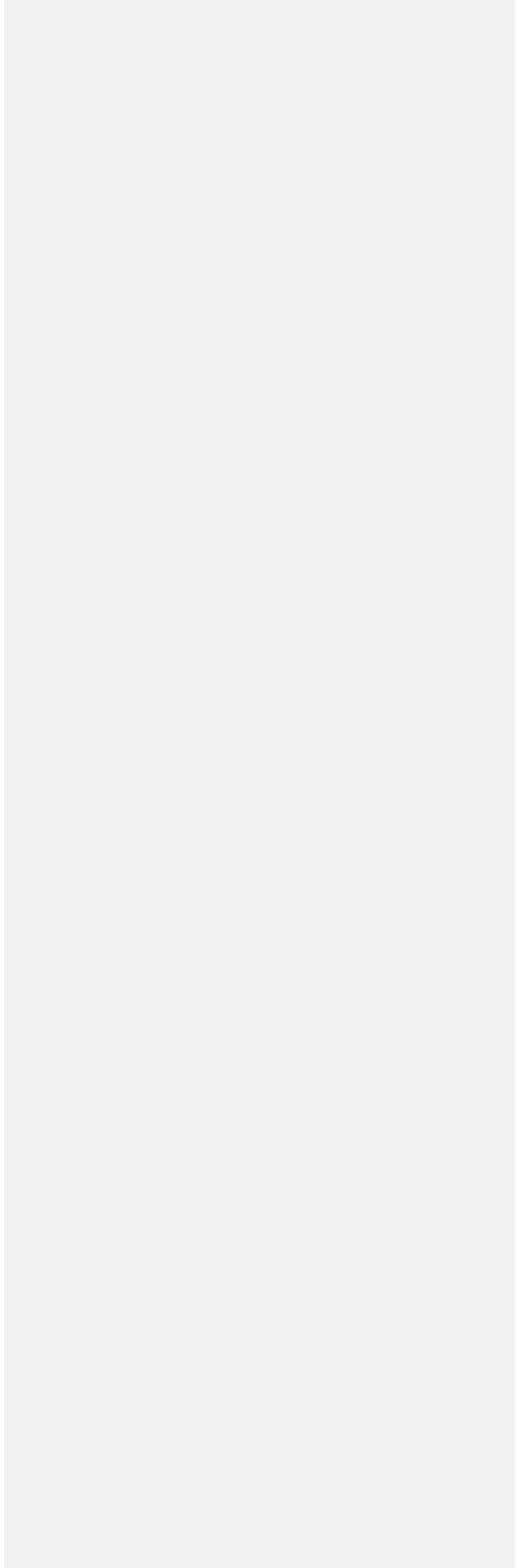


Exhibit A
Funding Formula and Revenue Allocation Formula (RAF)
To Intergovernmental Agreement

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

A. A. City Annual Contribution to the Authority per RAF:

Subject to the ~~Adjustments~~adjustments described below, the City will annually contribute to the funding of the

~~Authority~~ the following amounts: (the "City Annual Contribution"):

~~29~~

1. 13.235 percent of ~~one cent of the~~ City base sales~~Base Sales~~ and use tax~~Use Tax~~ (excluding sales and use tax revenue which has been legally pledged for use only on specific projects and debt obligations, or has otherwise been restricted or committed for a particular use as a matter of law or contract); and
2. A sum equal to 67.5 percent of the operating mill levy of the ~~City's property taxes~~City Property Tax; and reduced by
- ~~3. Sales and use tax revenue from the voter approved tax measure currently known as "Keep Fort Collins Great" (KFCCG) per the tax measure provision for fire protection and other emergency services funding.~~

~~"City Sales~~

3. The annual net cost of the Support Services provided by the City and the Authority, as identified in Exhibit B.

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

The City will provide the Authority with annual forecasts per the City's Financial Services of the City Base Sales and Use Tax and the City Property Tax amounts. These forecasts will be provided by the City in April projection and August. The City will then budget for anticipated City Base Sales and Use Tax and City Property Tax revenue amounts as part of the City's Biennial Budget process. The RAF will be updated throughout that same year if there annual appropriation of the budget in

Page

November of each year.

B. Limitations on City's Contribution Amounts:

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

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

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

C. City Annual Contribution Calculations Calculation Examples:

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

A portion of

- The defined percentage of City Base Sales and Use Tax revenue**

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

PLUS Total City Base Sales & Use Tax Revenue (per Financial Services April projections)
 $\div 2.25$ **DIVIDE:** Total 2.25-cent Base City sales and use tax to equal
subtotal of 1-cent of sales and use tax
 $\times 0.29$ **MULTIPLY:** RAF sales and use tax, a defined percentage share of total
revenue Sales and use tax RAF Amount

Example: If 2.25% sales tax yields \$60 million per year, then \$60 million $\div 2.25 =$ \$26.66 million per 1% of sales and use tax; then \$26.66 million $\times .29 =$ \$7.733 million is .29 cents of sales and use tax to be contributed to PFA. of City

- PLUS a portion of Property Tax revenue**

Page

City 9.797 Mill Property Tax Revenue (per Financial

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

~~LESS, the net cost of Support Services April projections)~~
~~x 0.675 MULTIPLY: RAF property tax percentage~~
Property tax RAF Amount

from
Exhibit
A, Page
4

Page

Exhibit A
To Intergovernmental Agreement

3. ~~3.~~ PLUS tax measure revenue from Keep Fort Collins Great dedicated to fire protection~~B~~ (per annual appropriated City budget and other emergency services funding~~Authority~~ budget in November)

Less: Net Cost of Support
Services - Exhibit B \$ (450,000)

4. The sum of which components equals the City ~~Calculated~~ Annual Contribution to the Authority.

~~Phase-in of City~~
City Calculated Annual Contribution \$ 40,552,525

D. Limits on Contribution Adjustment (\$2.6 M over 5 years) Example:

The City's current (2014) budgeted contribution to the Authority is \$2.6M below

Limits on Contribution:

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

In the example above the RAF calculated amount. It is the City's intent to phase in its total contribution to equal the RAF calculation over a 5 year time period beginning in 2015 as follows:

City ~~Calculated~~ ~~Annual~~ Actual Contribution
MINUS: Escalation Adjustment for year
Total City exceeds the total Actual Adjusted Contribution

Escalation Adjustment as required by year the limitation bands. Therefore, the following adjustment would be required at year end:

2014	=	\$2.6M
2015	=	\$2.1M
2016	=	\$1.6M

Page

~~2017 = \$1.0M~~
~~2018 = \$0.5M~~

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

E. Capital Improvement Expansion Fees:

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

F. Annexations Adjustment:

Annexation — primarily residential:

~~In the event of a City approved annexation of properties included in the District that are primarily residential in nature, the RAF sales and use tax percentage and RAF property tax percentage will be adjusted to ensure no loss of revenue to PFA.~~

Annexation — with significant commercial or industrial components:

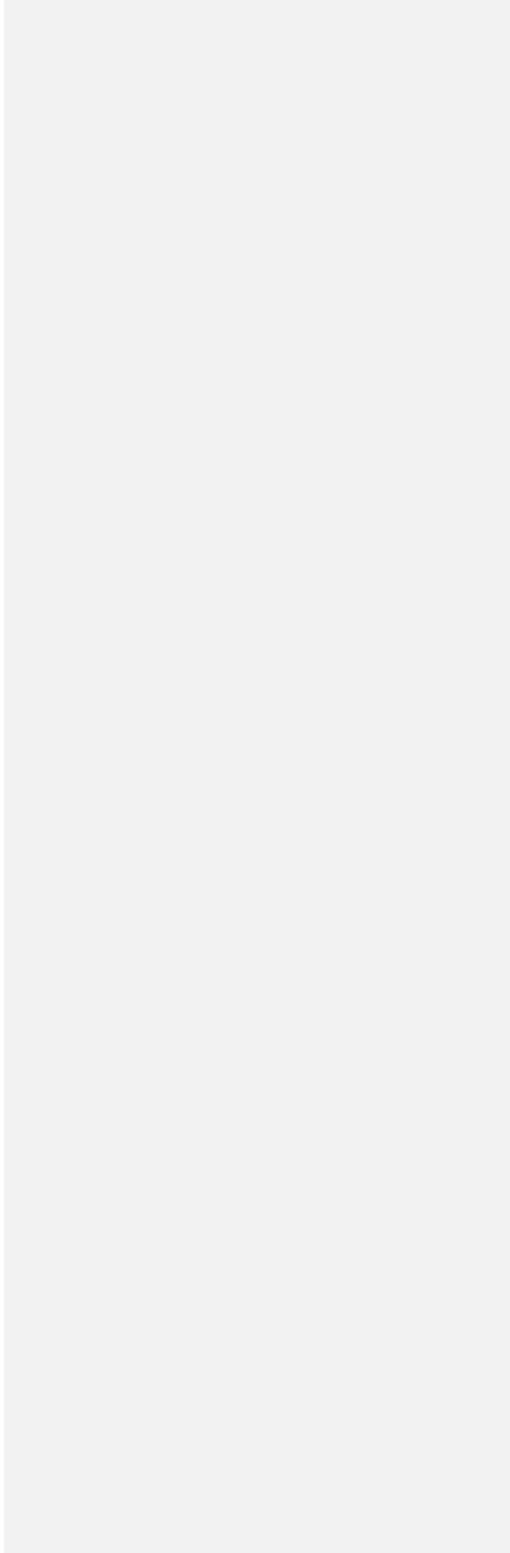
~~In the event of a City approved annexation of the City annexes properties included in the District that include a significant commercial or industrial components, the City and District will work cooperatively to ensure that service levels will be maintained through adequate funding adjustments after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

G. URA ~~/TIF~~ Adjustments and Other Implications:

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

Page

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



Page

4874-6830-3661, v. 4
of 16
5690389.1

~~Exhibit A~~
~~To Intergovernmental Agreement~~

H. B. District Contribution.

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

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

I. Other Revenues

The ~~Poudre Fire~~ Authority will generate other revenues for support of specific programs and services through a variety of sources. The ~~PFA~~Authority is authorized to expend these funds with approval of the ~~PFA~~Authority Board of Directors in the same manner as City and District funds are allocated to ~~PFA~~Authority purposes. ~~These revenues will be considered to be PFA's alone and not revenue of either the City or the District. These revenue sources may include such sources as:~~

~~1.~~
These revenues will be the Authority's alone and not revenue of either the City or the District. These revenue sources may include such sources as:

1. Fee Revenue
 - a. ~~Plan Review and Development Review Fees~~
 - b. ~~Sprinkler Inspection Fees~~
 - c. ~~Hazardous Materials Fees~~
 - a. Fire Prevention Bureau Fees.
 - d.b. Wildland Reimbursements or Fees.

~~e.c. Capital Expansion Fees passed through imposed by the City of Fort Collins or other entities and District and remitted to the Authority.~~

~~d. Fleet Maintenance Program Fees.~~

~~f.e. Opticom Maintenance Fees.~~

~~2. Cost sharing revenue for City of Fort Collins Office of Emergency Management~~

~~2. 3. Miscellaneous Income.~~

~~4. Investment Income~~

~~3. 5. Grant Revenue.~~

~~4. 6. Federal, State, or County reimbursement for disaster assistance or other purposes.~~

~~D. —~~

J. General Provisions

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

**EXHIBIT Ex
hibit B**

**Support
Services
Provided
by the City**

**to
the
Auth
ority
and
by
the
Auth
ority
to
the
City
of
Fort
Colli
ns**

To Intergovernmental Agreement

**I. Suppor
t
Service
s
Provide
d by
the
City to**

Second Amended and
Restated
Intergovernmental
Agreement - Exhibit A

Page of 5
4874-6839-3661, v. 1
5690389.1

the
Authori
ty

Department	Service	Deleted Cells	
Office of Emergency Preparedness and Security	Coordinator OEM emergency services	<p>Deleted Cells</p> <ul style="list-style-type: none"> <u>needed basis.</u> <u>Consult and provide support for security services projects on a fee-for-service basis. (CHARGED SEPARATELY)</u> <p>coordination with the</p>	
Management		<p>Authority's designated emergency manager</p> <ul style="list-style-type: none"> Fund portion costs of the City's joint OEM in partnership with the City General Fund and Utility Services through the City's Budget process 	
Human Resources		Pension Administration	<ul style="list-style-type: none"> Administer 401 Money Purchase Plans for Authority benefitted employees Process new employee enrollment and changes in participant records
Human Resources	Retiree Plan Enrollment and Administration	<p>Deleted Cells</p> <p><u>manner as provided to City employees including:</u></p> <ul style="list-style-type: none"> <u>Process new enrollments, changes, and off-boarding.</u> <u>Interpret plans, disseminate plan information, and answer questions related to City-sponsored retirement plans.</u> <u>Administer ACA; process 1095's and 1094's.</u> <u>Provide -GERP administration for existing participants.</u> <u>Coordinate with PFA on any existing non-City-sponsored retirement plans. PFA will interpret plans, disseminate plan information, and respond to questions that are specific to PFA plans, including FPPA.</u> <u>Any other services identified in an Affiliation Agreement previously reached between the parties related to administration of retirement plans.</u> 	
		Deferred Compensation Administration	<ul style="list-style-type: none"> Administration and support of 457 Deferred Compensation programs Enrollment and changes processed
Health Welfare		<p>Deleted Cells</p> <p><u>same manner as provided to City employees, including:</u></p>	

Second Amended and Restated Intergovernmental Agreement - Exhibit A

	<p><u>BenefitsBenefit Enrollment, Administration, and Wellness Program</u></p>	<ul style="list-style-type: none"> ○ <u>Process new enrollments, open enrollment, changes, and off-boarding.</u> ○ <u>Interpret benefits, disseminate benefit information, and answer questions.</u> ● <u>Health and Welfare Benefits will be charged at the same Per Employee Per Month rate as City employees.</u> ● <u>Coordinate with PFA on the administration and processing of FPPA Death and Disability benefits.</u> ● <u>Coordinate with PFA on the implementation of any non-City-sponsored benefits.</u> ● <u>COBRA administration.</u> ● <u>Provide access to City Wellness programs, such as the Wellness Fair, Health Screenings/Blood Draws, and flu shots, in the same manner as provided to City employees.</u> ● <u>Personal enrichment classes and other Wellness programs are only available if PFA participates in the HR Talent Management System at the negotiated rate, and we would need to do a calculation of staffing capacity requirements and costs similar to the funding model for the Library, recognizing we do not presently have the capacity today.</u> 	
		<p>(medical, dental, vision, life, long term disability) within City self-insured plans and contract group insurance agreements</p> <ul style="list-style-type: none"> ● <u>COBRA administration</u> ● <u>New employee benefits sign-ups</u> 	
<p><u>-Training (OPTIONAL)</u></p>	<p>Deleted Cells</p>	<p>to do so they must participate in the HR Talent Management System at the negotiated rate. This will make it possible for PFA to search and sign up for trainings. PFA employees may then participate in trainings and would pay a per participant fee. (CHARGED SEPARATELY)</p>	
<p><u>-Job Posting</u></p>	<p>Deleted Cells</p>	<p><u>Authority's employment website positions.</u></p>	<p>between employees—and insurance companies</p>
		<ul style="list-style-type: none"> ● <u>Maintain records, files and forms</u> 	
	<p><u>Benefit Enrollment Records and Human Resources</u></p>	<p>Deleted Cells</p> <p>sponsored plans in the same way as provided to covered PFA is responsible for ensuring accuracy of employee data required by the City using established formats, following the Payroll schedule, to administer their programs and services. Once the City enters the data, PFA is accountable for auditing for accuracy.</p>	

Second Amended and Restated Intergovernmental Agreement - Exhibit A

	<u>Information Systems</u>	<ul style="list-style-type: none"> • <u>Process and maintain employee data in ERP system.</u> • <u>Maintain personnel files needed to process payroll and benefits. PFA will serve as the official record keeper for their employees.</u> • <u>Process unemployment claims.</u> • <u>Process data uploads using City-provided templates.</u> • <u>Maintain and enter pay grade tables and pay increase updates using City-provided templates.</u> • <u>Provide standard employee data to PFA from the ERP system as is accessible by other City departments.</u> • <u>Coordinate with PFA on implementation of any non-City-sponsored personnel needs, such as payroll types.</u> • <u>Provide the EEO report from JDE. PFA submits the filing with the EEOC.</u>
<u>-Financial Services</u>	<u>-Payroll Administration</u>	<ul style="list-style-type: none"> • <u>Provide payroll services in the same manner as provided to City employees, including:</u> <ul style="list-style-type: none"> ○ <u>Process new enrollments, open enrollments, and employee exits.</u> ○ <u>Process employee garnishments.</u>
	<u>-Accounting</u>	<ul style="list-style-type: none"> • <u>Provide flexible spending accounts</u> Provide accounting services in the same manner as provided to the City, including: <ul style="list-style-type: none"> ○ <u>Accounts payable.</u> ○ <u>Purchasing cards.</u> ○ <u>General accounting support.</u> ○ <u>Maintain financial records and asset inventory.</u> • <u>Provide master schedules, templates, workbooks and other tools in timely fashion to support completion of year-end financial reporting requirements.</u> • <u>Per Section 5.2 of the Agreement, annual financial audit by same auditor as contracted by the City. (CHARGED SEPARATELY)</u>
	<u>Banking, investments, and cash management</u>	<ul style="list-style-type: none"> • <u>Manage investments with the City’s investment pool.</u> • <u>Provide banking and cash management services.</u>
	<u>Safety & Risk Management</u>	<ul style="list-style-type: none"> • <u>DOT Pool Compliance management and compliance.</u> • <u>Provide office ergonomics reviews for Authority office employees.</u> • <u>Safety glasses program.</u> • <u>Coordinate property and liability insurance renewals by same provider as contracted by the City. (CHARGED SEPARATELY)</u>
	<u>Purchasing</u>	<ul style="list-style-type: none"> • <u>Provide accounting services in the same manner as provided to the City, including:</u> <ul style="list-style-type: none"> ○ <u>Purchasing advice.</u> ○ <u>Issuing purchase orders.</u> ○ <u>RFP/Bid creation and coordination.</u>

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

Second Amended and Restated Intergovernmental Agreement - Exhibit A

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

EXHIBIT B
To Intergovernmental Agreement

II. Support Services Provided by the Authority to the City

<p>Human Resources (colt) Department</p>	<p><u>Records Service</u></p>	<p align="center">▲ ▲</p> <p>◆ <u>Description</u></p>	<p>◆ <u>Per</u> son nel rec ord s ma int en anc e</p> <p>◆ <u>Em</u> plo ym ent ver fici ati ons</p> <ul style="list-style-type: none"> ◆ Annual EEOC reporting
<p>Emergency Management</p>	<p><u>Wellness programs</u> <u>Battalion Chief</u></p>	<p>▲</p> <p>▲</p> <p>▲</p> <p>▲</p> <p>▲</p> <p>▲</p> <p>▲</p>	<ul style="list-style-type: none"> ◆ Provide access to City Health Fair programs ◆ Provide annual Health Screening/Blood Draw program to benefited employees in the same manner as provided to City employees ◆ Provide annual flu shots to benefited employees in the same manner as provided to City employees ◆ Provide office ergonomics reviews for Authority office employees ◆ Provide EAP services (charged) Emergency Management services provided by the Battalion Chief for the PFA Service Territory, including but not limited to: <ul style="list-style-type: none"> ● Special events. ● Community Wildfire Protection Plans. ● Incident command (systems, planning, meetings, staffing of command post, and grant writing), liaison and comprehensive collaboration with Community partners, and state and federal agencies.
<p>Finance</p>	<p><u>Annual Comprehensive Financial</u></p>	<p><u>Payroll Administration</u></p>	<p>▲</p> <ul style="list-style-type: none"> ◆ Provide payroll services through the City's accounting and payroll system Ownership, timely completion, and coordination with City staff on all PFA audit support required documentation.

Deleted Cells

Deleted Cells

Deleted Cells

Inserted Cells

	al Service sReport (ACFR) audit support		<ul style="list-style-type: none"> Utilization of all City-provided and/or pre-authorized worksheets, templates, and tools for both routine and year-end financial reporting. Continual engagement and coordination with City staff throughout the fiscal year and regarding all audit timelines, PFA worksheets, and other required documentation.
			<ul style="list-style-type: none"> Add new employees through the same New Hire process as used for City employees Provide employee exit processing in the same manner as provided for City employees Administer unemployment claims and garnishments
		Accounting	<ul style="list-style-type: none"> Provide accounts payable, accounts receivable, and purchasing cards to Authority Maintain files and records Maintain asset inventory Grant compliance Cash management
		Banking and investing	<ul style="list-style-type: none"> Capital projects investments (fee charged)
-Risk Management	Risk Management (charged)	<ul style="list-style-type: none"> Provide point insurance and Risk management support activities, including: <ul style="list-style-type: none"> Coordinating with City Purchasing on workers' compensation provider selection. Point of contact for citizen claims. Coordination of insurance renewals. Workers' compensation claims & driver's license checks and monitoring with safety agency. 	Deleted Cells
			<ul style="list-style-type: none"> Process Worker Comp and liability claims to Authority insurance Safety monitoring (atmospheric testing, radon, etc.)
Information Technology	-IT Analytical support	<ul style="list-style-type: none"> Coordinate selection of worker's comp providers 	Deleted Cells
Human Resources	Administrative support	<ul style="list-style-type: none"> Coordinate insurance renewals: Support and advice on Property and Casualty and Human Resources employment verifications and FPPA pension files and fund transfers. 	
Miscellaneous	-Storage	<ul style="list-style-type: none"> Enclosed vehicle storage costs for City vehicles at PFA facilities. 	Deleted Cells
			Workers' Compensation Insurance contract
			Liaison with insurance broker

Second Amended and Restated Intergovernmental Agreement - Exhibit A

Page of 5

4874-6839-3661, v. 1
5690389.1

• Driver's license checks

Second Amended and Restated Intergovernmental Agreement - Exhibit A

Page of 5

4874-6839-3661, v. 1
5690389.1

EXHIBIT B
To Intergovernmental Agreement

Financial Services (cont)	Purchasing	<ul style="list-style-type: none"> • Purchasing advice • Issuing purchase orders • REP/Bid creation and coordination • Service Agreements/Contracts
	Capital Expansion Fees	<ul style="list-style-type: none"> • Collect and maintain accounts for Capital Expansion Fees collect from developer by the City on behalf of Authority
	Annual Financial Audit Coordination	<ul style="list-style-type: none"> • Annual financial audit by same auditor as contracted by the City (charged)
Operations Services:	Fleet	<ul style="list-style-type: none"> • Vehicle fueling (charged) • Pool vehicle rentals (charged) • Fuel payment cards * Vehicle repair (charged)
	Facilities	<ul style="list-style-type: none"> • Facility repairs (charged) • Service contacts (advice on who to call) • Preventive maintenance on HVACs, A/Cs, furnaces (charged) • Project management for larger projects (charged) • Real estate services (charged)
Police Services	Dispatch	<ul style="list-style-type: none"> • Dispatch consoles (charged)
Information Technology	Network Administration	<ul style="list-style-type: none"> • Work in close coordination with Authority IT in configuring, maintaining and managing the Authority's data network including network switches, routers, VPN access and wiring • Provide internet access • Provide access to internet web email • Partner with the Authority in FCPS Computer Aided Dispatch (CAD) systems • Connectivity to City core switch
	GIS	<ul style="list-style-type: none"> • Access to City GIS programs, data and licenses
	Voice/Phone system	<ul style="list-style-type: none"> • Land-line phone system network and maintenance • Partners in Verizon wireless purchases
	Server/Storage Administration	<ul style="list-style-type: none"> • Active Directory • Authority equipment in server room • Occasional server support

EXHIBIT B
To Intergovernmental Agreement

Services Provided to the City of Fort Collins by Authority	
Office of Emergency Management	<ul style="list-style-type: none">• Office space for OEM• Training Center space for Emergency Operations Center• Portion of funding for Emergency Manager position• Day to day supervision of OEM function
Meeting Rooms	<ul style="list-style-type: none">• Access to conference rooms, community rooms and Training Center space without fees
Community Education Programs	<ul style="list-style-type: none">• Support of CityWorks program with presenters, demonstrations, access to Authority facilities• Participation in employee Safety Fair• Other fire service education programs upon request

Second Amended and Restated Intergovernmental Agreement Establishing the Poudre Fire Authority



David Lenz

Director, Financial Planning & Analysis



1981

Poudre Fire Authority (PFA) Established via Intergovernmental Agreement (IGA) between the City and Poudre Valley Fire Protection District (PVFPD)

1983

Revenue Allocation Formula (RAF) effective

1987

IGA Restated to include RAF language

2014

IGA Amended and Restated to include RAF (Exhibit A) and Support Services provided to PFA by the City (Exhibit B)

2024

- Updated Support Services and inclusion of costs in Exhibit B.
- Adjustments to simplify RAF, move to actual vs. budgeted revenue and establish risk sharing corridor
- Include role of Administrators for both parties and annual budget adjustments
- Fix term of agreement with re-opener provisions

Changes to the IGA

- General cleanup including legislative driven changes since 2014.
- Added agreement review period of eight years.
- Added the role of IGA Administrators (one each for the City and the Authority) with defined responsibilities.
- Supersedes the current, separate Legal Services IGA and incorporates such services into this agreement.
- Adjusted the Authority Chief's expenditure and disposal limits.

Changes to Exhibit B – Support Services Provided

- Updated support services provided by the City to the Authority and added Support Services provided by the Authority to the City.
- Provided cost of these support services – the difference between the two is the net cost of services provided.
- Administrators are enabled to adjust the support services provided (and cost of those services) as business conditions and needs evolve.
- Cost of Support Services will be set as part of the annual appropriation each year.
- Included a provision to adjust the cost of these services annually based on a CPI Index.

Changes to Exhibit A – Revenue Allocation Formula

- Simplified City contribution of Sales and Use tax amounts to 13.235% of undedicated and/or legally restricted funds.
- City Property Tax contribution remains at 67.5% of operating mill levy.
- City Contribution is reduced by the net cost of services provided under Exhibit B.
- Sales, Use and Property Tax budgets will be set as part of the annual appropriation each year.
- Monthly contributions from the City to the authority will be based on actual revenue collections.
- An annual reconciliation of Budget to Actuals will occur at the end of each year. Revenue bands are established to provide a risk sharing cap and floor:
 - Sales Tax: Upper band 3.0%; Lower band -2.0%
 - Use Tax: Upper band 6.0%; Lower band -2.0%
 - Property Tax: Upper band 2.0%; Lower band -2.0%
- Annexations of District property into the City shall be reviewed annually with adjustments to the Sales, Use or Property Tax contributions to insure no loss of Revenue to the Authority.

- What questions do Councilmembers have related to the changes to the Intergovernmental Agreement?



Appendix

- Joint 6-month effort by PFA and City personnel to identify cost of all services provided by both parties:
 - Interviews with all service areas and departments
 - Specific activity and expense drivers utilized
- Determine In-Kind and direct charges:
 - Include all in-kind charges into the Cost of services provided under Exhibit B
 - Move other charges to the direct bill methodology (similar to HR Benefits/Wellness and Facilities charges)
- Deduct net shared services charges from Exhibit B from the adjusted RAF
- Adjust shared services annually by agreed upon CPI Index and/or to account for material changes to services provided

Exhibit B: Support Services Provided

Cost of Support Services provided by the City to PFA

Service Area	Annual In-Kind Costs	Annual Charged	Total Cost of Services Provided
Finance	\$182,115	\$18,402	\$200,517
Human Resources	\$145,963	\$2,969,712	\$3,115,675
Information Technology	\$191,481	\$47,000	\$238,481
Police - Dispatch	\$159,462	\$207,229	\$366,691
Op Services	\$5,390	\$194,643	\$200,033
All Other	\$43,215	\$20,000	\$63,215
Total	\$727,626	\$3,456,986	\$4,184,611

Cost of Support Services provided by PFA to the City

Service	Annual In-Kind Costs
Emergency Management	\$176,214
Finance	\$12,976
Risk Management	\$23,296
Human Resources	\$3,539
Information Technology	\$72,138
Miscellaneous	\$3,576
Total	\$291,738

Net Cost

\$435,888

Exhibit A - Revenue Allocation Formula: Existing Methodology

	Actual
	2024 Contribution (As of 4/22/22)
Existing Base Sales Tax	\$ 92,770,987
Existing Base Use Tax	\$ 8,474,026
Total Existing Base Sales & Use Tax	\$ 101,245,013
First 1% of Existing Base Sales & Use Tax	\$ 44,997,784
Existing Base Sales & Use Tax RAF - 29%	29.0%
Existing Base Sales & Use Tax Contribution	\$ 13,049,357
Property Tax	\$ 32,174,388
Property Tax RAF - 67.5%	67.5%
Property Tax Contribution	\$ 21,717,712
New Base Sales Tax	\$ 24,738,930
New Base Use Tax	\$ 2,259,740
Total New Base Sales & Use Tax	\$ 26,998,670
New Base Sales & Use Tax RAF - 15.6%	15.6%
New Base Sales & Use Tax Contribution	\$ 4,211,793
Total City Contribution	\$ 38,978,862

Adjustments for PFA Funded Position Support	
Emergency Dispatch	(\$231,849)
Homelessness Support	(\$20,000)
Net City Contribution	\$ 38,727,013

- 1) .29 of one cent of City base sales and use tax
- 2) 67.5 percent of the operating mill levy of the City's property tax
- 3) Sales and use tax from the voter approved tax measure known as "Keep Fort Collins Great" (KFCG)
- 4) Total sales and use tax base equals \$128.2 million.
- 5) Total sales and use tax contribution amount equals \$17.3 million

- Simplifies the sales and use tax calculations to incorporate the Keep Fort Collins Great (KFCG) 0.6% base rate increase
 - Adjusts the calculations to incorporate the new baseline of cost of services provided
 - Adjusts the amount in the use tax calculation to include currently “excluded” one-time amounts
 - Changes contributions to PFA to be based on actual results versus the current budgeted amounts. This also incorporates a “risk corridor” band to share a portion of revenue upside and limit the revenue downside related to actual results vs. budgeted estimates.
-
- Provides an annual true-up for the risk corridor above
 - Adds further definition around adjustments for future growth and annexations
 - Moves to an annual budget amount for sales, use and property taxes aligned with the annual appropriated budget for these amounts.

Exhibit A – New Methodology: Simplify Calculation

	<u>2024</u>	
Combined Sales and Use Tax		
Total Sales Tax Base	\$ 117,509,917	
Total Use Tax Base	\$ 10,733,766	
Total Sales and Use Tax Base	\$ 128,243,683	(A)
Total Sales and Use Tax Contribution	\$ 17,261,150	(B)
Calculated Contribution Rate	13.460%	(C)

Using the 2024 actual Sales and Use tax base, and the sales and use tax contribution, we can calculate a combined new contribution percentage (B divided by A equals C).

Exhibit A – New Methodology: Increase Contribution to cover costs

	<u>2024</u>	<u>2025</u>	<u>2026</u>	
Total Tax Contribution	\$ 17,261,150	\$ 18,383,050	\$ 18,891,202	(A)
Additional Contribution to Cover Cost Allocation	\$ -	\$ 435,888	\$ 435,888	(B)
Total Contribution after Cost Allocation	\$ 17,261,150	\$ 18,818,938	\$ 19,327,089	(C)

The total tax contribution is increased by net costs of shared service net costs add the net cost of services provided to get the new contribution amount (A plus B equals C).

Exhibit A – New Methodology: Recalculate Contribution Percent

	2024	2025	2026	
Combined Sales and Use Tax - New Calculated %				
Total Sales Tax Base	\$ 117,509,917	\$ 125,845,203	\$ 129,620,574	
Total Use Tax Base	\$ 10,733,766	\$ 16,379,311	\$ 16,379,311	(D)
Total Sales and Use Tax Base	\$ 128,243,683	\$ 142,224,514	\$ 145,999,885	(E)
Total Sales and Use Tax Contribution	\$ 17,261,150	\$ 18,818,938	\$ 19,327,089	(F)
Calculated Contribution Rate	13.460%	13.232%	13.238%	(G)
Average of 2025 and 2026	N/A	13.235%	13.235%	(H)
Total Sales and Use Tax Contribution with Avg Rate		\$ 18,823,414	\$ 19,323,085	(I)

Currently “excluded” one-time amounts are added to the use tax base (D) to calculate the total sales and use tax base (E). The new updated percentage amount is calculated using the previously determined contribution amount by the total base sales and use tax (F divided by E equals G).

For simplification and some slight rounding differences, we use a blended rate of the 2025 and 2026 years (H) as the calculation rate to determine the final Sales and Use Tax Contribution (I).

Exhibit A: Existing vs. New Methodology

	<u>2024</u>	<u>2025</u>	<u>2026</u>
Total - Proposed RAF			
Sales Tax Contribution	\$ 15,816,423	\$ 16,655,613	\$ 17,155,283
Use Tax Contribution	\$ 1,444,727	\$ 2,167,802	\$ 2,167,802
Property Tax Contribution	\$ 21,717,712	\$ 22,571,998	\$ 23,023,438
Total Contribution	\$ 38,978,862	\$ 41,395,412	\$ 42,346,523
Less: Net Shared Services Costs	\$ -	\$ (435,888)	\$ (435,888)
Net Contribution	\$ 38,978,862	\$ 40,959,525	\$ 41,910,635
Total - Current RAF			
Sales Tax Contribution	\$ 15,816,423	\$ 16,938,323	\$ 17,446,474
Use Tax Contribution	\$ 1,444,727	\$ 1,444,727	\$ 1,444,727
Property Tax Contribution	\$ 21,717,712	\$ 22,571,998	\$ 23,023,438
Total Contribution	\$ 38,978,862	\$ 40,955,048	\$ 41,914,640

Exhibit A: New Methodology – Risk Sharing

Currently, the contribution amounts that are provided by the City to PFA are set every two years based on City’s biennial budgeting process.

The City’s budgeting process has a conservative bias, as it should be based on the need to “protect for the downside”. If we look at the average variance of budget vs. actual for the three tax categories since 2003, we see the following variation patterns:

2003 - 2023	Actual vs. Budget	Actual Exceeds Budget		Budget Exceeds Actual	
	Annual Average Variance (%)	Number of years	Average Variance	Number of years	Average Variance
Sales Tax	2.4%	11	5.4%	10	-2.0%
Use Tax	14.1%	16	18.5%	5	-5.4%
Property Tax	0.4%	11	2.3%	10	-1.7%

Exhibit A: New Methodology – Risk Sharing

The proposed RAF adjustment puts in place a cap and floor on the percentage variation from budget that PFA receives from the City. The following are the proposed risk sharing bands for each tax.

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

If a tax amount received is above or below the annual cap or floor, an adjustment will be made at year end to adjust for the excess (or shortage) to bring the annual contribution back to the band percentage amount.

