City Council
Regular Meeting Agenda

June 16, 2026 at 6:00 PM

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

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

Carrie Daggett
City Attorney

Kelly DiMartino
City Manager

Delynn Coldiron
City Clerk

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

ATTENDANCE OPTIONS

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

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

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

Call in number: 720 928 9299

Meeting ID: 982 4141 6497

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

Submit written comments:

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

PROCLAMATIONS & PRESENTATIONS
5:00 PM

A) PROCLAMATIONS AND PRESENTATIONS

PP 1. **Declaring the Month of July 2026 as Park and Recreation Month.**

PP 2. **Declaring the Day of June 19, 2026, as Juneteenth Independence Day.**

A community reception will be held in the Xeriscape Demonstration Garden at City Hall at 4 p.m.

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

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

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

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

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

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

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

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

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

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

H) PUBLIC COMMENT FOLLOW-UP

I) COUNCILMEMBER REMOVAL OF ITEMS FROM CONSENT CALENDAR FOR DISCUSSION

CONSENT CALENDAR

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

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

1. **Consideration and Approval of the Amended Minutes for the May 5, 2026, Regular Meeting and Minutes of the June 2, 2026 Regular Meeting.**

   The purpose of this item is to approve amended minutes for the May 5, 2026, Regular Meeting, and minutes for the June 2, 2026, Regular Meeting. The amended May 5, 2026, minutes includes highlighted text to indicate what language has been added.

2. **Second Reading of Ordinance No. 062, 2026, Appropriating Prior Year Reserves from the Conservation Trust Fund and Authorizing Transfers for Planning Efforts to Create a Conceptual Framework Plan for the Foothills Multi-Use Site, Formerly Known as the "Hughes Stadium Site."**

   This Ordinance, unanimously adopted on First Reading on June 2, 2026, requests an appropriation of $250,000 from the Conservation Trust Fund ("CTF") Reserves to Park Planning & Development for planning efforts to create a Conceptual Framework Plan (the "Plan") for the Foothills Multi-Use Site (the "Site"), which will build upon the community's priorities for the Site as identified in the November 2025 ballot initiative. This plan will inform future design and construction of the Site's uses and features. The scope of work will include preparation of an existing conditions report, a comprehensive programming list, and a near-term management plan, with a final deliverable of a Plan that will guide future development of the Site.

3. **Second Reading of Ordinance No. 063, 2026, Approving an Intergovernmental Agreement and Appropriating Prior Year Reserves and Unanticipated Grant Revenue from the Colorado Energy Office for the Fleet Zero Grant Program.**

This Ordinance, unanimously adopted on First Reading on June 2, 2026, appropriates $245,000 of unanticipated grant revenue from the Colorado Energy Office (CEO) Fleet Zero grant program to install fleet Electric Vehicle (EV) charging stations at specific City of Fort Collins facilities. This item also appropriates $295,300 to meet required match under the grant program and to fund total costs for installation of the EV charging stations.

4. **Second Reading of Ordinance No. 064, 2026, Appropriating Unanticipated Grant Revenue from the Colorado Division of Criminal Justice for Restorative Justice Services.**

This Ordinance, unanimously adopted on First Reading on June 2, 2026, appropriates $35,120 of unanticipated grant revenue from the Colorado Division of Criminal Justice Juvenile Diversion fund awarded for the period of July 1, 2026 – June 30, 2027, to support the Restorative Justice programming provided by Conflict Transformation Works (CTW). This appropriation is contingent upon execution of the associated grant agreement and includes a sunset date of December 31, 2026, if the agreement is not finalized.

5. **Second Reading of Ordinance No. 065, 2026, Authorizing the Conveyance of One Permanent Easement on Meadow Springs Ranch.**

This Ordinance, unanimously adopted on First Reading on June 2, 2026, authorizes the conveyance of one easement of approximately 2.37 acres (the "Easement"), being a portion of City property presently known as Meadow Springs Ranch, for the construction and installation of a wind gen-tie (generation-tie) corridor. The proposed alignment minimizes impacts to ongoing wastewater operations and reduces disturbance to Meadow Springs Ranch by utilizing the shortest feasible crossing across City-owned property.

6. **Second Reading of Ordinance No. 066, 2026, Amending the Code of the City of Fort Collins Regarding Organizational Structure, Service Areas, and Related Definitions.**

This Ordinance, unanimously adopted on First Reading on June 2, 2026, amends City Code to update and modernize the organizational structure of the City, including the creation of Transportation Services as a new service area, consolidation of Sustainability and Planning and Development functions, renaming of the Financial Services, clarification of City Manager authority over organizational structure, and other related Code revisions to align terminology and reporting relationships with current operations.

Following First Reading, a correction was made in the language of Code Section 2-500 and the corrected version was published in advance of Second Reading, as required.

7. **Second Reading of Ordinance No. 067, 2026, Appropriating Prior Year Reserves and Unanticipated Revenue and Authorizing Transfer of Appropriations for the I-25 Interchange and Harmony Road/Weld County Road 74 Regional Corridor and Traffic Study.**

This Ordinance, unanimously adopted on First Reading on June 2, 2026, enable the City to receive and expend local funds for the I-25 Interchange and Harmony Road/Weld County Road 74 Regional Corridor and Traffic Study (Study). The funds will be used to study traffic in the Harmony Road/Weld County Road 74 corridor and to commence a preliminary planning effort to manage traffic along the corridor. If approved, the item will: 1) authorize the City Manager to execute an intergovernmental agreement (IGA) for the Study with the Town of Timnath; 2) appropriate $201,960 of Transportation Capital Expansion Fee (TCEF) reserve funds to the

Study; 3) appropriate $200,000 of Town of Timnath contribution to the Study; and 4) transfer $2,000 of Study funds to the Art in Public Places (APP) program.

8. **First Reading of Ordinance No. 069, 2026, Appropriating Unanticipated Revenue Received Through City Give.**

The purpose of this item is to request an appropriation of $7,420.50 in philanthropic revenue received through City Give. These miscellaneous gifts to various City departments support a variety of programs and services and are aligned with both the City's strategic priorities and the respective donors' designation.

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

9. **First Reading of Ordinance No. 070, 2026, Making Supplemental Appropriations, Appropriating Prior Year Reserves, and Authorizing Transfers of Appropriations for the Construction of the Southeast Community Center.**

The purpose of this item is to appropriate $72,539,000 in anticipated revenues from debt issuance and Poudre Public Library District, unanticipated grant revenue from the Department of Local Affairs (DOLA) Energy & Mineral Impact Assistance Program (EIAF) and prior year reserves in the 2050 Parks and Recreation Fund. This appropriation provides funding to the Recreation Department for the design and construction of a LEED Gold Community Recreation Center in southeast Fort Collins.

10. **First Reading of Ordinance No. 071, 2026, Authorizing Transfers of Appropriations Between Lapsing and Non-Lapsing Accounts in the Transit Services Fund For Federal Transit Administration Section 5307 Awards.**

The purpose of this item is to transfer the associated local match between lapsing and non-lapsing accounts resulting from the exchange of project activities between two existing Federal Transit Administration ("FTA") Section 5307 grants, and to adjust prior appropriations to reflect final award amounts.

11. **First Reading of Ordinance No. 072, 2026, Appropriating Unanticipated Grant Revenue and Local Matching Funds for the Purchase and Installation of Battery Electric On-Route Bus Chargers.**

The purpose of this item is to appropriate $250,000 in unanticipated grant revenue awarded by the Denver Regional Council of Governments (DRCOG) for the purchase and installation of on-route battery electric bus chargers at the South Transit Center. This item also appropriates $51,969 in local match as required by the grant agreement. This appropriation is contingent upon execution of the associated grant agreement and includes a sunset date of December 31, 2026, if such agreements are not finalized.

12. **First Reading of Ordinance No. 073, 2026, Making a Supplemental Appropriation of Grant Funds from the Colorado Energy Office for the IMPACT Accelerator Grant Program.**

The purpose of this item is to appropriate $3,838,615 of unanticipated grant revenue from the Colorado Energy Office for the IMPACT Accelerator Grant Program. The funding will support transportation safety improvements and evaluation of building performance strategies, including community engagement, technical assistance, and implementation support.

13. **First Reading of Ordinance No. 074, 2026, Making a Supplemental Appropriation from the Colorado Department of Transportation Office of Transportation Safety and Risk Management for Police Services High Visibility Enforcement Grant Award.**

The purpose of this item is to appropriate $28,000 of unanticipated grant revenue from the Colorado Department of Transportation Office of Transportation Safety and Risk Management ("OTSRM") High Visibility Enforcement Grant Program (the "Grant"). Funding will support officer overtime for enforcement activities and personnel costs during community education and outreach events.

14. **First Reading of Ordinance No. 075, 2026, Appropriating Prior Year Reserves for Negotiations to Acquire Property in Midtown for Economic Development Purposes.**

The Ordinance appropriates $500,000 from General Fund Reserves for earnest money necessary to secure a Purchase and Sale Agreement, for the acquisition of a commercial property in midtown Fort Collins for purposes of economic development.

15. **First Reading of Ordinance No. 076, 2026, Reappropriating Grant Revenue from the Multimodal Transportation and Mitigation Options Fund and Authorizing Transfers of Appropriations for the Foothills Transit Station Project and Related Art in Public Places.**

The purpose of this item is to reappropriate $317,669 in existing Multimodal Transportation and Mitigation Options Fund (MMOF) grant revenue awarded by the North Front Range Metropolitan Planning Organization (NFRMPO) and appropriate $105,890 in local match as required by the grant agreement for the Foothills Transit Station project. This item also appropriates $1,059 for the Art in Public Places Program.

16. **First Reading of Ordinance No. 077, 2026, Repealing Ordinance No. 021, 2026, and Adding a New Section 1419 of the Fort Collins Traffic Code Relating to Driving Without a Current Driver's License.**

The purpose of this item is to repeal Ordinance No. 021, 2026, due to a typographical error in the Section number being added to the Traffic Code and adopt a new ordinance with the correct Section number.

17. **First Reading of Ordinance No. 078, 2026, Amending Section 26-149(b) of the Code of the City of Fort Collins to Correct a Land Use Code Section Citation Pertaining to Water Supply Requirement.**

The purpose of this item is to correct a Land Use Code citation contained in Section 26-149(b) of the City Code.

18. **First Reading of Ordinance No. 079, 2026, Approving the Conveyance and Exchange of Real Property and Easement Interests Related to Meadow Springs Ranch.**

The purpose of this item is to authorize a property and easement exchange between the City and Scott and Christine Fortenberry (the "Fortenberrys") related to Meadow Springs Ranch (the "Ranch"). The exchange is intended to resolve longstanding access and boundary issues, provide the Fortenberry's property with direct access to County Road 92, and improve the City's operational control, security, and management of the primary access road serving the Ranch. The transaction includes the exchange of certain real property interests, easement interests, and quitclaim interests, together with a cash equalization payment based on appraised values. The exchange is subject to the terms of the Exchange Agreement attached to the Ordinance.

19. **Resolution 2026-077 Authorizing the Assignment of the City's 2026 Private Activity Bond Allocation to Housing Catalyst and the Colorado Housing and Finance Authority to Finance the Rehabilitation and Construction of Affordable Housing Units.**

The purpose of this item is to support the rehabilitation of Country Ranch Apartments and new construction of Bristlecone Affordable, both affordable rental housing in the City, by assigning half the City's 2026 Allocation of Private Activity Bond (PAB) capacity to qualified issuers for each project. PAB capacity is required for development projects using 4% Low-Income Housing Tax Credit financing.

20. **Public Hearing and Resolution 2026-078 Approving the Programs and Projects that Will Receive Funds from the Federal Community Development Block Grant Program, the HOME Investment Partnerships Program, and the City's Affordable Housing Fund.**

The purpose of this item is to approve funding recommendations of the 2026 Spring Cycle of the Competitive Process. This Resolution will complete the 2026 Spring Cycle of the Competitive Process for allocation of $4,348,350 in City financial resources to affordable housing and public facility projects, homelessness public service programs and administration of the programs.

21. **Resolution 2026-079 Approving the Boundaries of a Proposed Expansion Area of the City to be Submitted to the Director of the Colorado Office of Economic Development for Designation as the Fort Collins CHIPS Zone Under the Colorado CHIPS Zone Act.**

The purpose of this item is to extend the City's designated CHIPS Zone to enhance opportunities to attract new companies or expand existing companies in Fort Collins whilst State and Federal tax incentives are still available. Pursuant to State and Federal laws and incentive programs, the City established a CHIPS Zone Designation in 2023 in areas with existing semi-conductor business activities and in areas where such activities were likely to occur via expansion or relocation of companies.

22. **Resolution 2026-080 Approving the 2026 Certification to the Larimer County Assessor Pursuant to Colorado Revised Statutes Section 31-25-807 for the Downtown Development Authority Property Tax Increment.**

The purpose of this item is to certify to the Larimer County Assessor the percentages of property tax distributions to be allocated for the Downtown Development Authority by the Assessor as tax increment from the 2026 property taxes payable in 2027 to the City and to all other affected taxing entities.

23. **Items Relating to the Reappointment of Assistant Municipal Court Judges.**

A. Resolution 2026-081 Reappointing Brandi Nieto as an Assistant Municipal Judge of the Fort Collins Municipal Court and Authorizing the Execution of an Employment Agreement.

B. Resolution 2026-082 Reappointing Kristin Brown as an Assistant Municipal Judge of the Fort Collins Municipal Court and Authorizing the Execution of an Employment Agreement.

C. Resolution 2026-083 Reappointing Sarah Simchowitz as an Assistant Municipal Judge of the Fort Collins Municipal Court and Authorizing the Execution of an Employment Agreement.

D. Resolution 2026-084 Reappointing Laura Hinojos as an Assistant Municipal Judge of the Fort Collins Municipal Court and Authorizing the Execution of an Employment Agreement.

E. Resolution 2026-085 Reappointing Whitney Stark as an Assistant Municipal Judge of the Fort Collins Municipal Court and Authorizing the Execution of an Employment Agreement.

F. Resolution 2026-086 Reappointing Linda Cooke as an Assistant Municipal Judge of the Fort Collins Municipal Court and Authorizing the Execution of an Employment Agreement.

G. Resolution 2026-087 Reappointing Jana Kaspar as an Assistant Municipal Judge of the Fort Collins Municipal Court and Authorizing the Execution of an Employment Agreement.

The purpose of this item is to reappoint Assistant Municipal Judges for the Fort Collins Municipal Court. The City Charter provides for the appointment of judges of the Municipal Court for two-year terms. Chief Judge Jill A. Hueser recommends that the named existing Assistant Judges be reappointed to serve in the absence of the Chief Judge.

24. **Resolution 2026-088 Making Appointments to the Downtown Development Authority Board.**

The purpose of this item is to fill vacancies that will exist on the Downtown Development Authority Board as of June 30, 2026.

25. **Resolution 2026-089 Making an Appointment to the Board of Directors of Housing Catalyst.**

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

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.

26. **First Reading of Ordinance No. 068, 2026, Authorizing the Transfer of Appropriated Grant Funds for the Colorado Department of Local Affairs Grant Award to Develop a New Fort Collins Housing Action Plan.**

The purpose of this item is to transfer appropriated matching grant funds for the Colorado Department of Local Affairs Housing Planning Program grant award from a lapsing budget to a non-lapsing budget within the same fund.

27. **First Reading of Ordinance No. 080, 2026, Making a Supplemental Appropriation from the Colorado Department of Local Affairs, Authorizing a Transfer of Appropriated Funds, and Approving an Intergovernmental Agreement for the Transit Oriented Communities Infrastructure Program.**

The purpose of this item is to appropriate $792,434 of unanticipated grant revenue from the Colorado Department of Local Affairs for the Transit Oriented Communities Infrastructure Grant Program. Funding will be used to construct infrastructure to support the affordable housing development Switchgrass Crossing.

28. **Resolution 2026-090 Supporting the Front Range Passenger Rail District's Narrative Summary for Proposed Fort Collins Station and the Development of Passenger Rail Service Along the Front Range.**

The purpose of this item is to consider a Resolution of support for the Front Range Passenger Rail (FRPR) project.

29. **Flock Retention and Data Sharing.**

The purpose of this item is a follow up from the Council Work Session on May 12, 2026 to present options for Council to consider related to the retention of Fort Collins Police Services (FCPS) Flock data and restrictions on data sharing of Flock information with outside agencies. If desired, Council may make a motion directing staff of next steps they would like to see occur. The form of two motions for that purpose are provided at the end of the Background/Discussion section.

P) RESUMED PUBLIC COMMENT (if applicable)

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 Month of July 2026 as Park and Recreation Month.

PROCLAMATION

WHEREAS, parks and recreation is an integral part of communities throughout this country, including the City of Fort Collins; and

WHEREAS, parks and recreation promotes health and wellness, improving physical and mental health of people who live near parks; and

WHEREAS, parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS, park and recreation programming and education activities, such as camps, swimming, youth sports, and out of school time programming are critical to childhood development; and

WHEREAS, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change and is fundamental to the environmental well-being of our community; and

WHEREAS, the City of Fort Collins recognizes the benefits derived from parks and recreation resources.

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

PARK AND RECREATION MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Fort Collins this 16th day of June, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

File Attachments for Item:

PP 2. Declaring the Day of June 19, 2026, as Juneteenth Independence Day.

A community reception will be held in the Xeriscape Demonstration Garden at City Hall at 4 p.m.

PROCLAMATION

WHEREAS, on June 19, 1865, enslaved people in Galveston, Texas heard the words that changed everything: that they were free. A moment long overdue, it ignited a flame of liberation that still burns today; and

WHEREAS, the story of Juneteenth is inseparable from the story of Black and African American people who endured unimaginable suffering, yet preserved their culture, dignity, and humanity, laying the moral foundation upon which a more just America is still being built; and

WHEREAS, for generations, Black communities celebrated Juneteenth long before it was a national holiday, gathering in parks, churches, and family yards, keeping memory alive through joy, food, music, and prayer, a testament to a people who refused to let their freedom be forgotten; and

WHEREAS, the contributions of Black and African Americans are woven into every thread of this nation, including our music, medicine, literature, labor, and laws, and their ongoing fight for full and equal belonging is not separate from the American story, but central to it; and

WHEREAS, Governor Jared Polis formally acknowledged the historical significance of this day by signing legislation on May 2, 2022, establishing Juneteenth as Colorado's eleventh state holiday, affirming our state's commitment to honoring this pivotal moment in American history; and

WHEREAS, the City of Fort Collins remains steadfastly committed to advancing inclusion, diversity, equity, and accessibility in all aspects of community life, recognizing that the promise of freedom requires ongoing dedication to creating a city where all people can thrive; and

WHEREAS, this year’s theme of Belonging calls us to affirm that the voices and leadership of Black and African Americans must be heard and centered in every aspect of American life, including our civic institutions, workplaces, schools, and neighborhoods, because a nation cannot belong to all if it silences any; and

WHEREAS, our Fort Collins community will gather at Foothills Mall on June 19-20, 2026, to honor this significant day through celebration and joy, remembrance, and community connection.

NOW, **THEREFORE**, I, Emily Francis, Mayor of the City of Fort Collins, do hereby proclaim June 19, 2026, as

JUNETEENTH INDEPENDENCE DAY

and invite all residents to gather in celebration and solidarity, honoring the enduring spirit of freedom and our commitment to a community where everyone belongs.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Fort Collins this 16th day of June, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

File Attachments for Item:

1. Consideration and Approval of the Amended Minutes for the May 5, 2026, Regular Meeting and Minutes of the June 2, 2026 Regular Meeting.

The purpose of this item is to approve amended minutes for the May 5, 2026, Regular Meeting, and minutes for the June 2, 2026, Regular Meeting. The amended May 5, 2026, minutes includes highlighted text to indicate what language has been added.

June 16, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Delynn Coldiron, City Clerk

SUBJECT

Consideration and Approval of the Amended Minutes for the May 5, 2026, Regular Meeting and Minutes of the June 2, 2026 Regular Meeting.

EXECUTIVE SUMMARY

The purpose of this item is to approve amended minutes for the May 5, 2026, Regular Meeting, and minutes for the June 2, 2026, Regular Meeting. The amended May 5, 2026, minutes includes highlighted text to indicate what language has been added.

STAFF RECOMMENDATION

Staff recommends approval of the minutes.

ATTACHMENTS

1. Draft Amended Minutes, May 5, 2026
2. Draft Minutes, June 2, 2026

May 5, 2026

COUNCIL OF THE CITY OF FORT COLLINS, COLORADO

Council-Manager Form of Government

Regular Meeting – 6:00 PM

PROCLAMATIONS AND PRESENTATIONS

A) PROCLAMATIONS AND PRESENTATIONS

PP 1. **Declaring the Week of May 3-9, 2026 as National Travel and Tourism Week.**

PP 2. **Declaring the Week of May 4-10, 2026 as Economic Development Week.**

PP 3. **Declaring the Week of May 10-16, 2026 as National Police Week.**

PP 4. **Declaring the Month of May 2026 as Historic Preservation Month.**

REGULAR MEETING
6:00 PM

B) CALL MEETING TO ORDER

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

C) PLEDGE OF ALLEGIANCE

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

D) ROLL CALL

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

ABSENT
None

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

E) CITY MANAGER'S AGENDA REVIEW

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

- The published agenda has been amended to address an update to the language in Item No. 15, *Resolution 2026-070 Accepting and Adopting Ethics Opinion No. 2026-01 of the Ethics Review Board Advising Councilmember Anne Nelsen in Response to her Request for an Advisory Opinion*.
- Items 1-13 on the Consent Calendar are recommended for adoption.
- Two Discussion Agenda items, both of which are on Discussion to allow Councilmembers to recuse themselves due to conflicts of interest.

F) COMMUNITY REPORTS – None.

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

Marge Norskog, member of the League of Women Voters but speaking for herself, commented on previous information she had shared with Council regarding requests for FLOCK data. She also spoke about the results of a CORA request related to the FLOCK contract. She stated staff and the Police are addressing citizen concerns as well as they can without involving Council; however, she stated it is important that Council get involved at the policy level and urged the passage of an ordinance that protects privacy.

Terri Paschetag, member of the League of Women Voters but speaking for herself, shared concerns about FLOCK cameras and how they impact civil liberties. She stated it is improbable that surveillance would be stopped and hoped Council would ask pertinent questions at next week's work session related to the surveillance and FLOCK data. She questioned whether other companies who provide these services would be more reliable than FLOCK.

Ezriah Shteir stated there would likely have been a great deal of public outcry over the initial FLOCK contract and suggested it is a deliberate strategy on FLOCK's part to have contracts occur without needing approval by elected officials. He stated FLOCK is offering a webinar for law enforcement on how to speak with City Councils and has posted information about how to fund ALPR programs, and none of the suggested funding sources require approval by elected officials. He stated FLOCK has no decency and is doing all it can to exploit the City and take its data.

Walid Rahman spoke in support of public safety approaches that protect the community and uphold the trust residents place in elected officials. He stated mass surveillance systems are dangerous and turn abuse into a predictable outcome, not a preventable exception. He provided examples of officers and FLOCK employees using ALPR systems to stalk and harass women. He urged Council to put a structure in place to protect the community.

Jeff Akkerman commented on civil rights and constitutional rights. He provided examples about following the letter of the law versus the spirit of the law and stated that applies to FLOCK cameras as well. He questioned whether FLOCK surveillance is in keeping with the spirit of the fourth amendment.

Michael Young noted he passed at least three FLOCK cameras as he drove to City Hall and will pass them again on the way home. He stated the cameras will take between 36 and 72 pictures of his car during those six passages. He discussed a recent memo from Fort Collins Police Services regarding the path forward for FLOCK cameras in the city. He questioned whether it is appropriate to give up

the civil liberties guaranteed by the fourth amendment in exchange for a few arrests and citations, which may have been solved by traditional police work. He noted Fort Collins residents were never asked to consent to the intrusive technology and stated this is an unprecedented breach of public trust. He stated all ALPR cameras need to be removed from the city in order for residents to regain trust of the police.

Richard Kitchen, Fort Collins Immigration Partnership Team, stated the organization advocates for cities throughout Colorado to stop doing business with companies that profit from ICE enforcement, detention, and deportation actions. He provided examples of ICE's human rights abuses and stated he has shared a draft of a resolution with Councilmember Hoeven and Mayor Francis that addresses this issue and requested Council review and consider passing it. He stated the time is right for Fort Collins to take a strong stand against ICE having any presence in the city.

Andrea Dean noted she has spent time building systems that hold data and stated there is not a tradeoff between privacy and safety. She stated surveillance does not make everyone safer and expressed concern about the use of FLOCK cameras and data. She stated people will change their behaviors when they know they are being tracked which hurts democracy.

Casey Lipok stated he understands the perception of the attributes of mass surveillance for law enforcement purposes; however, it is a dangerous proposition when not all variables are considered. He expressed concern about surveillance being used for nefarious purposes over time and urged Council to make an informed decision.

Alexander Woody, Ludega Facility Services founder, explained the work his company does cleaning Transfort buses. He stated an incumbent company has invoiced the City for 60 consecutive months for work it never performed and paid Ludega 40% of the contract amount to do 100% of the work. He stated this is a false claim subject to Federal Transit Administration oversight and submitted a protest of fraudulent activity document.

Karen Schwartz commented on an insult she experienced when leaving an event at FoCoMX and showed a photo of a man wearing a jacket with a swastika on the back. She stated antisemitism is a global issue and a Fort Collins issue that has been worsened by a lack of condemnation of the practice.

Rich Stave stated he is having trouble searching the City's new website and stated he no longer gets meeting notices via email. He questioned who gets notified about FLOCK data and how. He commented on the art installation at Harmony and College stating it is a hazard for pedestrians, cyclists, and drivers. He stated it seems that some of the installation is broken.

Almoni addressed the claims made at the last meeting from CSU students related to Israel and doxxing. She stated allegations like these are serious and that the inflammatory statements made at a CSU senate meeting were found to be false. She encouraged Council to request the full recording of the meeting and played part of the audio.

Spencer Burris, Northern Colorado Privacy Coalition, discussed how technology can't be trusted and cited FLOCK's poor reputation. He spoke about the four options that were provided in the recent Police Services memo and noted problems with validation of protections in the options. He also expressed concern about the data being copied with no trail.

Ryan Burns, member of the Disability Advisory Board but speaking for himself, commented on a recent news article that described multiple Coloradoans' experiences being approached and detained by police officers for suspected criminal activity due to license plates being matched to a list that was incorrectly input of officers in different parts of the state. He noted Fort Collins has active sharing agreements with the agencies mentioned in the article through the FLOCK system. He expressed concern about Fort Collins continuing to use the technology.

Greg Zoda noted his role as a legislative aide for a house member but stated he was speaking on his own behalf. He noted that community concerns of ALPR technology have increased and stated he has heard Council has some interest in the Protecting Everyone from Excessive Police Surveillance

Act as a way to balance community safety with individual liberty. He opposed the Act and shared related details.

Fred Kirsch, Community for Sustainable Energy, thanked Council for the direct questions asked at the Work Session regarding the Our Climate Future Strategic Funding Plan and stated Council needs to provide clear direction to staff and follow up. He commented on some areas that need additional clarification.

Kimberly Conner, member of the Human Services and Housing Funding Board, but speaking for herself, expressed support for limiting mass surveillance. She stated she previously had a home security system but removed it as it was connected to an online platform. She stated anything connected to the cloud is inherently unsecure, including surveillance used by the City, and there is no way to ensure it is protected. She stated using FLOCK camera data to help solve crimes is reactive in nature and there are always other forms of evidence. She also urged Council to speak against war crimes.

Tyler Davison spoke in opposition to FLOCK cameras and stated he has yet to hear anyone speak in favor of their use. He noted the widespread ire this has created among all political parties and provided some information about other communities that have ended their FLOCK contracts. He stated it is the duty of Council to protect Fort Collins residents' civil and constitutional rights and thanked Councilmember Conway for meeting with constituents on the issue.

Tyler Bigler stated he is a member of Strong Towns Fort Collins and wanted to follow up on a couple of road capital projects mentioned at last week's Work Session. He stated both were framed under Vision Zero, which is a specific framework with specific commitments related to reducing travel lanes, lowering design speeds, and cutting vehicle miles travelled. He stated the projects mentioned are road widening projects that create the exact conditions that produce the most severe crashes. Additionally, he expressed skepticism of the framing of the projects as being greenhouse gas emissions reduction projects.

Daniel, Northern Colorado Privacy Coalition, shared concerns about the four options provided in the Police Services memo and stated public trust needs to be rebuilt after the blatant mistake of installing the system without public comment. He stated the only appropriate way to move forward is to do so with public input.

Shannon Blasus noted he attended the Work Session regarding the Our Climate Future Strategic Funding Plan and commended Council for asking hard questions. He expressed concern about energy bills increasing and requested the City create an app to allow for the tracking of how much energy is being produced. He expressed support for forming a working group to look into the use of geothermal energy.

H) PUBLIC COMMENT FOLLOW-UP

Mayor Francis noted there is a Work Session regarding FLOCK and ALPR next Tuesday, though no decisions will be made at that meeting.

Councilmember Potyondy noted staff will be reviewing Mr. Woody's document.

Councilmember Fudge requested staff assist Mr. Stave with the meeting notice email notifications. City Manager DiMartino replied that was a custom application that existed under the old website and it did not transfer as part of the functionality with the new website.

Councilmember Fudge requested staff inspect the art installation at Harmony and College for safety issues.

H) PUBLIC COMMENT FOLLOW-UP CONTINUED

Councilmember Hoeven thanked the speakers.

I) COUNCILMEMBER REMOVAL OF ITEMS FROM CONSENT CALENDAR FOR DISCUSSION

None.

J) CONSENT CALENDAR

1. **Consideration and Approval of the Minutes of the April 21, 2026 Regular Meeting.**

   The purpose of this item is to approve the minutes of the April 21, 2026 Regular Meeting.

   Approved.

2. **Second Reading of Ordinance No. 043, 2026, Making a Supplemental Appropriation of Federal Transit Administration and Colorado Department of Transportation Grants to be Used Towards the Purchase of Six Compressed Natural Gas Buses.**

   This Ordinance, unanimously adopted on First Reading on April 21, 2026, appropriates discretionary grant revenue that Transfort has been awarded by the Federal Transit Administration (FTA) and the Colorado Department of Transportation (CDOT). Transfort applied for and was awarded $4,838,610 by FTA, and $882,945 by CDOT in competitive grant funding to complete the purchase of six (6) compressed natural gas (CNG) buses to replace vehicles that have exceeded their useful life. This appropriation is contingent upon execution of the associated grant agreements and includes a sunset date of December 31, 2026, if such agreements are not finalized.

   Adopted on Second Reading.

3. **Second Reading of Ordinance No. 044, 2026, Amending Section 26-289(5)(a) of the Code of the City of Fort Collins to Revise the Charges for Disposal at the Fort Collins Regional Sanitary Waste Transit Station for Septic Tanks, Vaults, Privies, and Portable Toilets.**

   This Ordinance, unanimously adopted on First Reading on April 21, 2026, increases septage receiving fees to fund operations and the construction of a new septage receiving station at the Drake Water Reclamation Facility (DWRF). The existing station requires upgrades to ensure permit compliance, resolve safety challenges, and manage significantly increased usage. The increase would be a phased-in approach for fee increases to full cost recovery, beginning with an increase in July 2026, with subsequent increases January 1, 2027, and January 1, 2028.

   Adopted on Second Reading.

4. **Second Reading of Ordinance No. 046, 2026, Authorizing the Leasing of City Property and Approving a Site Lease, a Lease Agreement, and Other Documents for the Financing of the Southeast Community Center and Other Capital Improvement Projects.**

   This Ordinance, unanimously adopted on First Reading on April 21, 2026, authorizes the issuance of Certificates of Participation (COPs) to finance the construction of the Southeast Community Center (SECC), a key community investment serving a growing area of the city.

   Adopted on Second Reading.

5. **Second Reading of Ordinance No. 047, 2026, Approving a Lease Agreement with the Poudre River Public Library District for use of a Portion of the Southeast Community Center.**

This Ordinance, unanimously adopted on First Reading on April 21, 2026, obtains Council approval of an agreement associated with the Southeast Community Center project with Poudre River Public Library District. This ordinance is related to Resolutions 2026-063 to 2026-066, adopted by Council on April 21, 2026.

Adopted on Second Reading.

6. **First Reading of Ordinance No. 048, 2026, Appropriating Prior Year Reserves for the Broadband Infrastructure Buildout Project and Related Art in Public Places.**

The purpose of this item is to appropriate 2025 prior year reserves received in 2025 as unanticipated revenue to the non-lapsing Broadband Infrastructure Buildout project. Aspects of the project include buildout to Multi-Dwelling Units, customer installations, asset management, and related art in public places.

In August 2025, Connexion received $2,917,016 in proceeds related to the Open International utility billing software judgment which were assigned as revenue in the Other Non-Operating account. When netted with the balance of Connexion's revenue, Connexion revenue exceeded budgeted revenue by $2,216,181.

Therefore, this appropriation is for the total excess fund revenue budget of $2,216,181 to Broadband Infrastructure Buildout capital project to support anticipated growth in 2026 and beyond.

Adopted on First Reading.

7. **First Reading of Ordinance No. 049, 2026, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for the Vine Drive Bridge Replacement Project and Related Art in Public Places.**

The purpose of this item is to enable the City to expend local funds for the Vine Drive Bridge Replacement project (Project). The funds will be used to design and construct the replacement of the existing bridge conveying Vine Drive over Lake Canal. The replacement bridge will meet current standards, accommodate anticipated levels of traffic, and provide the bicycle and pedestrian facilities recommended in the adopted Active Modes Plan. If approved, the item will: 1) transfer $1,935,500 in Bridge Program funds to the Project; 2) appropriate $1,423,010 of Transportation Capital Expansion Fee reserve funds to the Project; 3) transfer $400,000 of Community Capital Improvement Program – Pedestrian Sidewalk (CCIP-PS) funds to the Project; 4) transfer $100,000 of Community Capital Improvement Program – Bicycle Infrastructure Improvements (CCIP-BII) funds to the Project; 5) appropriate $753,135 of Transportation Services Reserve Funds to the Project; 6) transfer $22,654 (1% of the eligible funds) in capital project funds to the Art in Public Places (APP) Program.

Adopted on First Reading.

8. **First Reading of Ordinance No. 050, 2026, Authorizing a Mid-year Budget Appropriation from the Airport Fund for Northern Colorado Regional Airport.**

The purpose of this item is to approve a mid-year budget appropriation of $378,057 from the Airport fund to support six priority projects and initiatives identified by Airport staff. Of this amount,

$228,057 is an appropriation of new revenue received in the Airport Fund and $150,000 is a re-appropriation of funds previously appropriated in 2025. These efforts are focused on strengthening operational safety and real-time airfield visibility, enhancing security and regulatory compliance, maintaining critical infrastructure, aligning the Airport's budget with current operating demands, and advancing strategic initiatives to establish a clear brand and attract future commercial airline service.

The proposed funding will enable the Airport to make targeted investments that align with long-term strategic goals and to improve overall performance and service levels.

Adopted on First Reading.

9. **First Reading of Ordinance No. 051, 2026, Appropriating Prior Year Reserves from the Parking Fund for Permit and Citation Management Software Replacement.**

The purpose of this item is to appropriate reserves from the Parking Fund to support Parking Fund Reserves for Permit and Citation Management Software Replacement.

Adopted on First Reading.

10. **First Reading of Ordinance No. 052, 2026, Appropriating Prior Year Reserves and Making a Supplemental Appropriation and Authorizing Transfers of Appropriations for Taft Hill Corridor Improvements – Horsetooth Road to Brixton Road Project and Related Art in Public Places.**

The purpose of this item is to appropriate federal, State of Colorado Nonattainment Air Pollution Mitigation Enterprise (NAAPME), Colorado Department of Transportation (CDOT), and local funds for the Taft Hill Corridor Improvements – Horsetooth Road to Brixton Road project (Project). The funds will be used to complete design and construct transportation improvements along Taft Hill Road, between Horsetooth Road and Brixton Road. These improvements will create safer conditions for pedestrians, cyclists, and motorists traveling the corridor.

At the second reading for this Ordinance, staff plans to bring forth two additional items relating to the Project. There will be two resolutions to authorize the City to receive and expend the funding appropriated in Ordinance No. 052, 2026. One resolution will authorize an intergovernmental grant agreement with NAAPME, and the second resolution will authorize an amendment to an intergovernmental agreement with CDOT and Larimer County.

Adopted on First Reading.

11. **Resolution 2026-067 Making Appointments to the Youth Advisory Board.**

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

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

Adopted.

12. **Resolution 2026-068 Making an Appointment to the Disability Advisory Board.**

The purpose of this item is to fill an existing vacancy on the Disability Advisory Board due to the resignation of Daisy Montgomery.

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

Adopted.

13. **Resolution 2026-069 Making an Appointment to the Active Modes Advisory Board.**

The purpose of this item is to fill an existing vacancy on the Active Modes Advisory Board due to the resignation of Jared Hanson.

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

Adopted.

END OF CONSENT CALENDAR

Mayor Pro Tem Pignataro moved, seconded by Councilmember Nelsen, to approve the recommended actions on items 1-13 on the Consent Calendar.

Councilmember Hoeven noted Item No. 9, *First Reading of Ordinance No. 051, 2026, Appropriating Prior Year Reserves from the Parking Fund for Permit and Citation Management Software Replacement*, is not related to the upcoming decision regarding downtown parking.

The motion carried 7-0.

K) CONSENT CALENDAR FOLLOW-UP

None.

L) STAFF REPORTS – None.

M) COUNCILMEMBER REPORTS

Mayor Emily Francis

- Noted it is Assistant City Manager Tyler Marr's last meeting with the City.

Councilmember Melanie Potyondy

- Reported on receiving two communications from residents expressing concern about the use of E-motorcycles among middle school students. She noted those vehicles require driver's licenses and insurance.
- Noted it is Teacher Appreciation Week.
- Commended Poudre Fire Authority and other agencies that quickly responded to the Ponds fire.

Councilmember Josh Fudge

- Reported on introducing a project before the Larimer County Commissioners that determines how energy and mineral impact fund grants are allocated through the State Department of Local Affairs. He commended Kerri Ismael and Mandy Rasmussen who attended and were well prepared to answer questions.

Councilmember Amy Hoeven

- Participated in a fair housing focus group and stated she is looking forward to getting an update regarding the property management certification and continuing education processes for mobile home parks.
- Offered CSU students luck with upcoming finals.
- Will be attending a FLOCK demo tomorrow with other Councilmembers.

Councilmember Anne Nelsen

- Reported on a meeting with the Air Quality Advisory Board Chair and noted it is Air Quality Awareness Week, and as part of that, there is a wildfire smoke readiness workshop tomorrow.

Mayor Pro Tem Julie Pignataro

- Spoke to classes at Front Range Community College and CSU.
- Joined the Shepardson Elementary School bike bus.

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

None.

O) CONSIDERATION OF ITEMS PLANNED FOR DISCUSSION

14. **Second Reading of Ordinance No. 045, 2026, Making a Supplemental Appropriation of Colorado Department of Local Affairs Grant Revenue to Develop a New Fort Collins Housing Action Plan.**

This Ordinance, unanimously adopted on First Reading on April 21, 2026, appropriates $33,750 from the Housing Planning Grant Program in the Colorado Department of Local Affairs (DOLA) to fund the development of a new Housing Action Plan. The Housing Action Plan will address housing needs in the city of Fort Collins.

*****Clerk's Note: Mayor Francis withdrew from the discussion of this item due to a conflict of interest.***

PUBLIC PARTICIPATION

Rich Stave stated he was unsure of the purpose of the grant and stated there are no hard numbers or examples of what affordability means. He noted the population of Fort Collins continues to grow and questioned whether this expenditure is necessary.

Shannon Blasus noted affordability is an issue and shared concerns about new mobile home requirements.

COUNCIL QUESTIONS/COMMENTS

Mayor Pro Tem Pignataro noted this grant will be used to fund the writing of the Housing Action Plan, which is a State requirement making the City eligible for grant funds.

Councilmember Fudge suggested the housing ad hoc committee look at the mobile home standards mentioned.

Councilmember Fudge moved, seconded by Councilmember Potyondy, to adopt Ordinance No. 045, 2026, Making a Supplemental Appropriation of Colorado Department

of Local Affairs Grant Revenue to Develop a New Fort Collins Housing Action Plan, on Second Reading.

The motion carried 6-0.

15. **Resolution 2026-070 Accepting and Adopting Ethics Opinion No. 2026-01 of the Ethics Review Board Advising Councilmember Anne Nelsen in Response to her Request for an Advisory Opinion.**

The purpose of this item is proposed adoption by Council of Ethics Opinion No. 2026-01 of the Ethics Review Board providing an advisory opinion to Councilmember Anne Nelsen in response to her request related to possible conflicts of interest.

*****Clerk's Note: Councilmember Nelsen withdrew from the discussion of this item due to a conflict of interest.***

PUBLIC PARTICIPATION

Rich Stave stated the information in this item was difficult to understand. He expressed concern about the appropriateness of a Councilmember getting paid by the City in multiple ways. He questioned the level of transparency in terms of situations that overlap Council and business leader duties.

Shannon Blasus suggested there is a conflict of interest for a Councilmember to do contract work for the City and stated money earned in that capacity should be returned.

COUNCIL QUESTIONS/COMMENTS

Councilmember Potyondy appreciated that Councilmember Nelsen requested this review and noted the Ethics Review Board held three meetings regarding the circumstances of her employment as an architect and role on Council. She stated she is comfortable with the outcome and noted Councilmember Nelsen presented some clear commitments as to how she is going to balance both roles in a legal and ethical manner. She stated she is sure Councilmember Nelsen will recuse herself appropriately if conflicts do arise.

Councilmember Hoeven concurred and expressed appreciation for the in-depth questions and conversations that were had.

Mayor Francis thanked the members of the Ethics Review Board for their work on this issue.

Mayor Pro Tem Pignataro moved, seconded by Councilmember Potyondy, to adopt Resolution 2026-070 Accepting and Adopting Ethics Opinion No. 2026-01 of the Ethics Review Board Advising Councilmember Anne Nelsen in Response to her Request for an Advisory Opinion.

The motion carried 6-0.

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.)

None.

R) ADJOURNMENT

There being no further business before the Council, the meeting was adjourned at 7:11 p.m.

_____
Mayor

ATTEST:

_____
City Clerk

DRAFT

June 2, 2026

COUNCIL OF THE CITY OF FORT COLLINS, COLORADO

Council-Manager Form of Government

Regular Meeting – 6:00 PM

PROCLAMATIONS AND PRESENTATIONS

A) PROCLAMATIONS AND PRESENTATIONS

PP 1. **Declaring the Month of June 2026 as Bike Month.**

PP 2. **Declaring the Month of June 2026 as Pride Month.**

PP 3. **Declaring the Month of July 2026 as Plastic Free July.**

REGULAR MEETING
6:00 PM

B) CALL MEETING TO ORDER

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

C) PLEDGE OF ALLEGIANCE

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

D) ROLL CALL

PRESENT
Mayor Emily Francis
Mayor Pro Tem Julie Pignataro
Councilmember Amy Hoeven
Councilmember Anne Nelsen

ABSENT
Councilmember Melanie Potyondy
Councilmember Josh Fudge
Councilmember Chris Conway

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

E) CITY MANAGER'S AGENDA REVIEW

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

- Item No. 15, *First Reading of Ordinance No. 068, 2026, Authorizing the Transfer of Appropriated Grant Funds for the Colorado Department of Local Affairs Grant Award to Develop a New Fort Collins Housing Action Plan*, will be postponed due to the number of Councilmembers who are absent.
- Item No. 17, *Flock Retention and Data Sharing*, will be postponed until June 16th to ensure the full Council is present.
- Items 1-13 on the Consent Calendar are recommended for adoption.
- Two Discussion items.
- Two Other Business items.

F) COMMUNITY REPORTS – None.

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

Marge Norskog spoke in support of the need for a Fort Collins ordinance related to surveillance.

Janice Ort expressed concern about the length of time surveillance data is kept.

Spencer Burris spoke in support of having a dedicated technology review board to provide oversight of surveillance data and related technology.

Seyed Jordan Majdolashrafi spoke in opposition to surveillance technology and supported the elimination of FLOCK/ALPR uses.

Jeff Akkerman spoke in opposition to surveillance technology and supported the elimination of FLOCK/ALPR uses in the city, including private businesses.

Ezriah Shteir thanked Council for its willingness to engage with the Northern Colorado Privacy Coalition related to surveillance. He spoke in support of surveillance restrictions.

Ian O'Brien spoke in opposition to FLOCK/ALPR surveillance.

Tish Vulpe spoke in opposition to FLOCK/ALPR surveillance.

Ash Ibarra spoke in opposition to FLOCK/ALPR surveillance. She advocated for health care/food versus surveillance.

Daniel Ibarra spoke in opposition to FLOCK/ALPR surveillance.

Alex Carlson spoke in opposition to FLOCK/ALPR surveillance.

Roxann spoke in opposition to FLOCK/ALPR surveillance and requested the removal of the cameras.

Judy Castro thanked Council for their efforts and stated the Patriot Grandparents are praying for Council weekly. She spoke in opposition to surveillance but also expressed concern about not being able to track criminals. She also spoke in opposition to City water fluoridation.

Ryan Burns spoke about FLOCK/ALPR audit logs and supported surveillance with appropriate restrictions.

Adam Hirschhorn spoke about FLOCK being one element of surveillance and shared concerns about AI in cell phones and school issued computers.

Emma Vakili spoke in opposition to FLOCK/ALPR surveillance.

Tyler Davidson spoke in opposition to FLOCK/ALPR surveillance.

H) PUBLIC COMMENT FOLLOW-UP

Mayor Pro Tem Pignataro stated the discussion on FLOCK will be best done with the full Council in two weeks and thanked the speakers. She asked if there is a legal definition of 'sanctuary city.' City Attorney Daggett replied there is no legal definition of the term.

Councilmember Nelsen thanked the speakers for their continued advocacy and participation. She concurred the discussion on FLOCK will be best done with the full Council.

Councilmember Hoeven also thanked the speakers for their continued advocacy.

Mayor Francis thanked the speakers for their engagement.

I. COUNCILMEMBER REMOVAL OF ITEMS FROM CONSENT CALENDAR FOR DISCUSSION

None.

J) CONSENT CALENDAR

1. **Consideration and Approval of the Minutes of the May 19, 2026 Regular Meeting.**

   The purpose of this item is to approve the minutes of the May 19, 2026 Regular Meeting.

   Approved.

2. **Second Reading of Ordinance No. 053, 2026, Appropriating Unanticipated Philanthropic Revenue Received Through City Give.**

   This Ordinance, unanimously adopted on First Reading on May 19, 2026, requests an appropriation of $80,074 in philanthropic revenue received through City Give. These miscellaneous gifts to various City departments support a variety of programs and services and are aligned with both the City's strategic priorities and the respective donors' designation.

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

   Adopted on Second Reading.

3. **Second Reading of Ordinance No. 054, 2026, Appropriating Prior Year Reserves and Unanticipated Grant Revenue from the U.S. Department of Commerce Broadband Equity, Access, and Deployment Program.**

   This Ordinance, unanimously adopted on First Reading on May 19, 2026, appropriates $1,511,782 of unanticipated grant revenue from the U.S. Department of Commerce for the Broadband Equity, Access and Deployment (BEAD) program. This is a pass-through grant

managed by the Colorado Broadband Office with a required local match of $531,167. This appropriation is contingent upon execution of the associated grant agreement and includes a sunset date of December 31, 2026, if such agreement is not finalized.

Adopted on Second Reading.

4. **Second Reading of Ordinance No. 055, 2026, Making a Supplemental Appropriation for Grant Revenue from the State of Colorado Office of Economic Development and International Trade Creative Industries Division for the Fort Collins Creative District.**

This Ordinance, unanimously adopted on First Reading on May 19, 2026, appropriates $7,500 of unanticipated grant revenue from the Colorado Office of Economic Development and International Trade's (OEDIT) Colorado Creative Industries (CCI) Division for the Fort Collins Creative District.

Adopted on Second Reading.

5. **Items Related to Waste Programs.**

A. Second Reading of Ordinance No. 056, 2026, Amending Sections 12-32 and 15-413 of the Code of the City of Fort Collins to Align City Waste Hauler Requirements with the State of Colorado Extended Producer Responsibility Program.

B. Second Reading of Ordinance No. 057, 2026, Amending Section 12-30 of the Code of the City of Fort Collins to Update the Residential Waste Collection Program to Add a Multi-Housing Variance.

These Ordinances, unanimously adopted on First Reading on May 19, 2026, update City Code to modify the Hauler Licensing Program to align with the new state Extended Producer Responsibility Program and to modify the Contracted Residential Waste Collection Program to include an additional variance option for owners of small multi-unit residences.

Both Ordinances Adopted on Second Reading.

6. **Second Reading of Ordinance No. 060, 2026, Annexing the Property Known as the Peakview Annexation No. 2 to the City of Fort Collins, Colorado.**

This Ordinance, unanimously adopted on First Reading on May 19, 2026, annexes approximately 70 acres of land into the City of Fort Collins. The Peakview Annexation No. 2 is a 100% voluntary annexation located on the northeast corner of East Mulberry Street (State Highway 14) and Greenfields Drive intersection, within the East Mulberry Corridor and the Fort Collins Growth Management Area (the "GMA"). The site is made up of the Cooper Slough Hunting Club parcel along with Lots 1–5 and Outlot C of the Parkview PLD, which was recorded and approved in Larimer County (the "County") in 2022. The annexation meets all State of Colorado statutory requirements for voluntary annexation, including a contiguous perimeter of 54.50%, above the one-sixth (16.67%) minimum required by State statute. The annexation is within the East Mulberry Enclave and will be added and studied as part of the Threshold Report anticipated to be shared with City Council May 2026. The annexation is also consistent with the Intergovernmental Agreement for the GMA between the City and the County. There is a related agenda item for zoning on the property.

Adopted on Second Reading.

7. **Second Reading of Ordinance No. 061, 2026, Amending the Zoning Map of the City of Fort Collins and Classifying for Zoning Purposes the Property Included in the Peakview Annexation No. 2 to the City of Fort Collins, Colorado, and Approving Corresponding Changes to the Residential Neighborhood Sign District Map and Lighting Context Area Map.**

This Ordinance, unanimously adopted on First Reading on May 19, 2026, places initial zoning on approximately 70 acres of land included in the Peakview Annexation No. 2. The proposed zoning, as recommended by staff and the Planning and Zoning Commission (Commission), places approximately 29.49 acres into the Medium Density Mixed-Use Neighborhood Zone District (MMN), approximately 26.92 acres into the General Commercial Zone District (CG), and approximately 13.35 acres into the Industrial Zone District (I). Staff also recommends placement of the property into the Residential Neighborhood Sign Zone District (RNS) and the LC2 Lighting Context Area. Approval of the CG zoning is conditional and includes two conditions agreed upon by the applicant and City staff that ensure the General Commercial area functions consistently with the neighborhood-serving commercial intent of the East Mulberry Corridor Plan. The first condition limits purely residential uses within the CG zoning for a period of five years from the date of annexation approval, or until a grocer between approximately 10,000 and 70,000 square feet is under construction within a 1.5-mile radius of the subject property, whichever occurs first. The second condition requires that future development on the CG-zoned land contribute to a cohesive, visually integrated, and functionally linked development pattern with the adjacent Mulberry and Greenfields PUD commercial core (Bloom Filing Nine) and surrounding MMN areas.

This item is a quasi-judicial matter and if it is considered on the discussion agenda it will be considered in accordance with the procedures described in Section 2(d) of the Council's Rules of Meeting Procedures adopted in Resolution 2024-148.

Adopted on Second Reading.

8. **First Reading of Ordinance No. 062, 2026, Appropriating Prior Year Reserves from the Conservation Trust Fund and Authorizing Transfers for Planning Efforts to Create a Conceptual Framework Plan for the Foothills Multi-Use Site, Formerly Known as the "Hughes Stadium Site."**

The purpose of this item is to request an appropriation of $250,000 from the Conservation Trust Fund ("CTF") Reserves to Park Planning & Development for planning efforts to create a Conceptual Framework Plan (the "Plan") for the Foothills Multi-Use Site (the "Site"), which will build upon the community's priorities for the Site as identified in the November 2025 ballot initiative. This plan will inform future design and construction of the Site's uses and features. The scope of work will include preparation of an existing conditions report, a comprehensive programming list, and a near-term management plan, with a final deliverable of a Plan that will guide future development of the Site.

Adopted on First Reading.

9. **First Reading of Ordinance No. 063, 2026, Approving an Intergovernmental Agreement and Appropriating Prior Year Reserves and Unanticipated Grant Revenue from the Colorado Energy Office for the Fleet Zero Grant Program.**

The purpose of this item is to appropriate $245,000 of unanticipated grant revenue from the Colorado Energy Office (CEO) Fleet Zero grant program to install fleet Electric Vehicle (EV) charging stations at specific City of Fort Collins facilities. This item also appropriates $295,300 to meet required match under the grant program and to fund total costs for installation of the EV charging stations.

Adopted on First Reading.

10. **First Reading of Ordinance No. 064, 2026, Appropriating Unanticipated Grant Revenue from the Colorado Division of Criminal Justice for Restorative Justice Services.**

The purpose of this item is to appropriate $35,120 of unanticipated grant revenue from the Colorado Division of Criminal Justice Juvenile Diversion fund awarded for the period of July 1, 2026 – June 30, 2027, to support the Restorative Justice programming provided by Conflict Transformation Works (CTW). This appropriation is contingent upon execution of the associated grant agreement and includes a sunset date of December 31, 2026, if the agreement is not finalized.

Adopted on First Reading.

11. **First Reading of Ordinance No. 065, 2026, Authorizing the Conveyance of One Permanent Easement on Meadow Springs Ranch.**

The purpose of this item is to authorize the conveyance of one easement of approximately 2.37 acres (the "Easement"), being a portion of City property presently known as Meadow Springs Ranch, for the construction and installation of a wind gen-tie (generation-tie) corridor. The proposed alignment minimizes impacts to ongoing wastewater operations and reduces disturbance to Meadow Springs Ranch by utilizing the shortest feasible crossing across City-owned property.

Adopted on First Reading.

12. **First Reading of Ordinance No. 066, 2026, Amending the Code of the City of Fort Collins Regarding Organizational Structure, Service Areas, and Related Definitions.**

The purpose of this item is to amend City Code to update and modernize the organizational structure of the City, including the creation of Transportation Services as a new service area, consolidation of Sustainability and Planning and Development functions, renaming of the Financial Services, clarification of City Manager authority over organizational structure, and other related Code revisions to align terminology and reporting relationships with current operations.

Adopted on First Reading.

13. **Items Relating to the I-25 Interchange and Harmony Road/Weld County Road 74 Regional Corridor and Traffic Study.**

A. Resolution 2026-075 Authorizing the Execution of an Intergovernmental Agreement Between the City of Fort Collins and the Town of Timnath for the I-25 Interchange and Harmony Road/Weld County Road 74 Regional Corridor and Traffic Study.

B. First Reading of Ordinance No. 067, 2026, Appropriating Prior Year Reserves and Unanticipated Revenue and Authorizing Transfer of Appropriations for the I-25 Interchange and Harmony Road/Weld County Road 74 Regional Corridor and Traffic Study.

The purpose of this item is to enable the City to receive and expend local funds for the I-25 Interchange and Harmony Road/Weld County Road 74 Regional Corridor and Traffic Study (Study). The funds will be used to study traffic in the Harmony Road/Weld County Road 74 corridor and to commence a preliminary planning effort to manage traffic along the corridor. If approved, the item will: 1) authorize the City Manager to execute an intergovernmental agreement (IGA) for the Study with the Town of Timnath; 2) appropriate $201,960 of Transportation Capital Expansion Fee (TCEF) reserve funds to the Study; 3) appropriate $200,000 of Town of Timnath

contribution to the Study; and 4) transfer $2,000 of Study funds to the Art in Public Places (API) program.

Resolution Adopted and Ordinance Adopted on First Reading.

END OF CONSENT CALENDAR

Mayor Pro Tem Pignataro moved, seconded by Councilmember Hoeven to approve the recommended actions on items 1-13 on the Consent Calendar.

Councilmember Hoeven commented on Item No. 8, *First Reading of Ordinance No. 062, 2026, Appropriating Prior Year Reserves from the Conservation Trust Fund and Authorizing Transfers for Planning Efforts to Create a Conceptual Framework Plan for the Foothills Multi-Use Site, Formerly Known as the "Hughes Stadium Site,"* stating she is looking forward to the project moving forward. She suggested specifically naming 'adaptive riders' as part of the external partners.

The motion carried 4-0.

K) CONSENT CALENDAR FOLLOW-UP

None.

L) STAFF REPORTS – None.

M) COUNCILMEMBER REPORTS

Councilmember Amy Hoeven

- Attended the Memorial Day celebration and commended the Veteran's Plaza volunteers.
- Attended the Boys and Girls Club of Larimer County fundraiser during which $200,000 was raised. Congratulated Jose and Emily who were recognized as senior and junior Youth of the Year.
- Thanked Parks and Natural Areas, specifically the Trails team who have been proactive with spring wildlife.

Mayor Emily Francis

- Noted the Pride Festival and EcoFest are this weekend.

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

O) CONSIDERATION OF ITEMS PLANNED FOR DISCUSSION

14. **Items Relating to Municipal Court Sentencing and Default Code Updates.**

A. Second Reading of Ordinance No. 058, 2026, Amending Certain Provisions of the Code of the City of Fort Collins Concerning Default Judgments to Extend the Time to File a Motion to Set Aside a Default Judgment.

B. Second Reading of Ordinance No. 059, 2026, Repealing and Reenacting as Amended Section 1-15 of the Code of the City of Fort Collins Concerning General Penalties to Align with State Law Following In re People v. Camp and In re People v. Simons.

These Ordinances, unanimously adopted on First Reading on May 19, 2026, amend provisions of the City Code to align the City's penalty framework and related procedures with recent Colorado Supreme Court decisions in In re People v. Camp and In re People v. Simons as phase 1 of the Municipal Court sentencing Code update.

These decisions clarify that municipalities may not impose penalties that exceed those authorized under state law for substantially similar conduct. The proposed amendments establish a sentencing structure consistent with state law, ensure that municipal penalties do not exceed applicable state limits, and improve clarity within the Code.

The Municipal Court and City Prosecutor's Office have been operating in compliance with these decisions since they were published. The proposed amendments formalize current practice and provide clear guidance moving forward.

Additionally, the two sections of the Code will be updated to increase the time period a defendant has to file a request to set aside a default judgment from seven to fourteen days.

This item has been placed on discussion for second reading for Council to consider amended language to Ordinance No. 059, 2026, Section 1-15(e)(4) to add petty offense in addition to misdemeanor offenses as possible escalation levels for infractions.

Mayor Pro Tem Pignataro moved, seconded by Councilmember Nelsen, to adopt Ordinance No. 058, 2026, Amending Certain Provisions of the Code of the City of Fort Collins Concerning Default Judgments to Extend the Time to File a Motion to Set Aside a Default Judgment, on Second Reading.

The motion carried 4-0.

Mayor Pro Tem Pignataro moved, seconded by Councilmember Nelsen, to adopt Ordinance No. 059, 2026, Repealing and Reenacting as Amended Section 1-15 of the Code of the City of Fort Collins Concerning General Penalties to Align with State Law Following In re People v. Camp and In re People v. Simons, amending Section 1-15 to modify the language in subsection (e)(4) starting with the clause that reads 'the new alleged violation may be charged' so that the remainder of the section reads 'as a petty or misdemeanor criminal offense as specifically provided for such designated level of violation in addition to any costs which may be assessed, or if no specific level of violation is designated, then is an unclassified misdemeanor that is subject to a penalty or imprisonment, cost fees and, and any other orders imposed in accordance with this section,' on Second Reading.

The motion carried 4-0.

15. **First Reading of Ordinance No. 068, 2026, Authorizing the Transfer of Appropriated Grant Funds for the Colorado Department of Local Affairs Grant Award to Develop a New Fort Collins Housing Action Plan.**

The purpose of this item is to transfer appropriated matching grant funds for the Colorado Department of Local Affairs Housing Planning Program grant award from a lapsing budget to a non-lapsing budget within the same fund.

Withdrawn.

16. **Resolution 2026-076 Adopting an Updated Business Assistance Package Incentive Policy.**

The purpose of this item is to consider approval of an updated Business Assistance Package Incentive Policy that aligns with the 2023 Economic Health Strategic Plan for the City.

STAFF PRESENTATION

SeonAh Kendall, Economic Health Director, commented on the Council priority regarding bolstering a thriving economy and noted that priority requires a virtuous cycle of primary employers who create high-quality jobs filled by local Fort Collins residents who then support the city's small businesses. She stated this policy is intended to align Council priorities and the Economic Health Strategic Plan to address the economic realities of today and the future. She noted the purpose of the updates is to ensure transparency, predictability, alignment with Council priorities and Fort Collins values, and accountability.

Michael Bussmann, Lead Business Specialist, stated Fort Collins would benefit from a proactive approach to retail incentives and stated this policy allows for targeting the right retail businesses at the right level. He stated the goal is to support reinvestment in existing spaces and attract regionally competitive retailers to reduce leakage and capture a better share of sales tax to help encourage long-term economic vitality. He noted incentives are structured to produce revenue that outlasts the incentive itself.

Bussmann stated the incentive program is designed to meet business and community needs and is not a one size fits all list that provides all incentives for every application. He outlined the proposed incentives, including sales and use tax rebates, share backs and project facilitation and cost management tools for the applicant. He noted that meeting eligibility requirements does not guarantee approval.

Kendall noted there will need to be future Council action via Code updates, though the Policy is the first step. She also noted every business assistance package will go before Council on a case by case basis and the Economic Development Fund will be discussed at an August Work Session.

PUBLIC COMMENT

None.

COUNCIL QUESTIONS/COMMENTS

Mayor Pro Tem Pignataro asked where the Economic Advisory Board or other Boards and Commissions fit in this process. Kendall replied previous business assistance packages have been discussed with the Economic Advisory Board and other interested Boards, and that process will continue.

Councilmember Hoeven asked who evaluates applications prior to Council review. Kendall replied staff will be involved in negotiations about compliance and an economic impact or sales tax cannibalization study would need to be completed by a third party, which is funded by the applicant.

Mayor Francis thanked staff for the work and commented on the importance of bringing high-quality jobs to Fort Collins with an intentional policy.

Mayor Pro Tem Pignataro moved, seconded by Councilmember Nelsen, to adopt Resolution 2026-076 Adopting an Updated Business Assistance Package Incentive Policy.

The motion carried 4-0.

17. **Flock Retention and Data Sharing.**

The purpose of this item is a follow up from the Council Work Session on May 12, 2026 to present options for Council to consider related to the retention of Fort Collins Police Services (FCPS)

Flock data and restrictions on data sharing of Flock information with outside agencies. If desired, Council may make a motion directing staff of next steps they would like to see occur. The form of two motions for that purpose are provided at the end of the Background/Discussion section.

Withdrawn.

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. **Consideration of a Motion to Cancel the July 7, 2026 and August 4, 2026 Regular Council Meetings.**

Mayor Pro Tem Pignataro moved, seconded by Councilmember Hoeven, pursuant to City Code Section 2-28(a), that Council cancel its regular meetings on Tuesday, July 7, 2026 and Tuesday, August 4, 2026.

The motion carried 4-0.

OB 3. **Consideration of a Motion to go into Executive Session to Consider a Potential Real Estate Acquisition:**

Mayor Pro Tem Pignataro moved, seconded by Councilmember Nelsen, that Council go into executive session to discuss with appropriate City staff potential acquisition and sale of real property in Fort Collins for potential economic redevelopment opportunities, as permitted under:

- ***City Charter Article Two, Section 11(3),***
- ***City Code Section 2-31(a)(3) and***
- ***Colorado Revised Statutes Section 24-6-402(4)(a),***

and the City's negotiating position on that acquisition and sale, with the seller and with potential cooperative project partners, and developing strategy for those negotiations, and instructing negotiators, pursuant to:

- ***City Charter Article Two, Section Eleven, Subsection Five, and***
- ***Colorado Revised Statutes Section 24-6-402 subsection (4)(e)(I).***

The motion carried 4-0.

R) ADJOURNMENT

DRAFT

There being no further business before the Council, the meeting was adjourned at 7:59 p.m.

_____
Mayor

ATTEST:

_____
City Clerk

DRAFT

File Attachments for Item:

2. Second Reading of Ordinance No. 062, 2026, Appropriating Prior Year Reserves from the Conservation Trust Fund and Authorizing Transfers for Planning Efforts to Create a Conceptual Framework Plan for the Foothills Multi-Use Site, Formerly Known as the "Hughes Stadium Site."

This Ordinance, unanimously adopted on First Reading on June 2, 2026, requests an appropriation of $250,000 from the Conservation Trust Fund ("CTF") Reserves to Park Planning & Development for planning efforts to create a Conceptual Framework Plan (the "Plan") for the Foothills Multi-Use Site (the "Site"), which will build upon the community's priorities for the Site as identified in the November 2025 ballot initiative. This plan will inform future design and construction of the Site's uses and features. The scope of work will include preparation of an existing conditions report, a comprehensive programming list, and a near-term management plan, with a final deliverable of a Plan that will guide future development of the Site.

June 16, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Dean Klingner, Community Services Director
Jill Wuertz, Park Planning & Development Senior Manager

SUBJECT

Second Reading of Ordinance No. 062, 2026, Appropriating Prior Year Reserves from the Conservation Trust Fund and Authorizing Transfers for Planning Efforts to Create a Conceptual Framework Plan for the Foothills Multi-Use Site, Formerly Known as the "Hughes Stadium Site."

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on June 2, 2026, requests an appropriation of $250,000 from the Conservation Trust Fund ("CTF") Reserves to Park Planning & Development for planning efforts to create a Conceptual Framework Plan (the "Plan") for the Foothills Multi-Use Site (the "Site"), which will build upon the community's priorities for the Site as identified in the November 2025 ballot initiative. This plan will inform future design and construction of the Site's uses and features. The scope of work will include preparation of an existing conditions report, a comprehensive programming list, and a near-term management plan, with a final deliverable of a Plan that will guide future development of the Site.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

Following the Civic Assembly process and recommendations, Council adopted Ordinance No. 141, 2025, on second reading, referring the ordinance to the November 2025 ballot. Ballot Question 2H, which expressed support for the Civic Assembly recommendations and adopting a conceptual framework for the use and management of the Hughes Stadium Site, was successfully passed by voters. Since November 2025, City staff began work to outline a public engagement plan and develop a phased approach to developing what was called the Hughes Stadium Site but staff now refers to as the Foothills Multi-Use Site (the "Site").

Staff recommends appropriating prior year reserves from the Conservation Trust Fund. These funds, along with contributions from the Capital Tax Bike Park project and from Natural Areas, will be utilized to create a Plan that will guide future work to design and construct site uses and amenities.

Conceptual Framework Plan: builds upon the community's priorities for the Site as identified in the November 2025 ballot initiative and develops a conceptual plan that informs future planning, design, and construction of the Site's uses and features. Deliverables include the following:

- **Existing conditions report:** will identify and analyze site characteristics and features that will influence site design and layout decisions about where to locate various site uses.
- **Comprehensive programming list:** includes assessment of site needs and program requirements for planned uses.
- **Near term management plan:** will identify municipal code enforcement needs, Ranger and Hope team engagement, assessment of existing structures / Site elements, vegetation management as well as user access and safety.
- **Conceptual framework plan:** will identify general areas for each site use, access and circulation considerations, and other key attributes that will inform further planning and design.

The Site will be planned and developed collaboratively between Parks and Natural Areas with support from the City Manager's Office. Park Planning and Development will lead planning efforts and will engage other City departments, as well as external community groups, that represent key project partners.

CITY FINANCIAL IMPACTS

This Ordinance will appropriate $250,000 for Park Planning and Development from the CTF reserves for this project. Any unused funds will be returned to the parent account for CTF revenue. The City Manager has determined that this appropriation is available and previously unappropriated. The Colorado Department of Local Affairs distributes the CTF quarterly, on a per capita basis, to over 470 eligible local governments: counties, cities, towns, and Title 32 special districts that provide park and recreation services in their service plans. Funding can be used for the acquisition, development, and maintenance of new conservation sites or for capital improvements or maintenance for recreational purposes on any public site. Supplemental funding for this project has been appropriated and will augment the requested CTF reserves, which include $30,000 from the Bike Park Capital Tax and $100,000 from Natural Areas.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

2024 Future of Hughes Civic Assembly Process and November 2025 Ballot 2H Initiative.

ATTACHMENTS / LINKS

First Reading attachments available in June 2, 2026, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 062, 2026

ORDINANCE NO. 062, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING PRIOR YEAR RESERVES FROM THE CONSERVATION TRUST FUND AND AUTHORIZING TRANSFERS FOR PLANNING EFFORTS TO CREATE A CONCEPTUAL FRAMEWORK PLAN FOR THE FOOTHILL MULTI-USE SITE, FORMERLY KNOWN AS THE "HUGHES STADIUM SITE"

A. An identified 2024-2026 Council priority is to develop a Hughes Site Master Plan for the approximately 164-acre site (the "Hughes Site") by engaging in an inclusive process to determine desired future uses on the site.

B. In 2024, the City commenced a Civic Assembly process to engage the public about the development and management of the Hughes Site. After extensive preparations, in April and May of 2025, a group of twenty lottery-selected Fort Collins residents, representing a balanced cross-section of the community, met to create recommendations for the development and management of the Hughes Site. At a series of open meetings, the Civic Assembly heard from an array of presenters about potential uses of the Hughes Site consistent with its zoning as Public Open Lands.

C. On July 15, 2025, City Council adopted Resolution No. 2025-073, Submitting a Citizen-Initiated Ordinance Requiring that the Former Hughes Stadium Property Be Designated and Used 100% as a City Natural Area to a Vote of the Registered Electors of the City at the Regular Municipal Election on November 4, 2025.

D. On September 2, 2025, City Council adopted Ordinance No. 141, 2025, Expressing Support for the Recommendations of the Civic Assembly and Adopting a Conceptual Framework for the Use and Management of the Hughes Stadium Site. This ordinance set out Council's intent to establish use and management plans for the Hughes Stadium site based on the recommendations of the City's Civic Assembly.

E. On September 2, 2025, City Council adopted Resolution 2025-082, Expressing Support for the Recommendations of the Civic Assembly and Adopting a Conceptual Framework for the Use and Management of the Huges Stadium Site to a Vote of the Registered Electors of the City at the Next Regulations General Election on November 4, 2025.

F. On November 4, 2025, City electors approved the ballot measure that supports a conceptual framework for the use and management of the Hughes Stadim Site as described in Resolution 2025-082, which was Ballot Measure 2H on the ballot.

G. With the passage of Ballot Measure 2H, City staff began internal work to outline a public engagement plan going forward and develop a phased approach to developing what was called the Hughes Stadim Site but staff now refers to as the Foothills Multi-Use Site (the "Site").

H. The City received funds from the Colorado State Lottery, which per Colorado Revised Statutes Section 29-21-101(4) “shall be expended only for the acquisition, development, and maintenance of new conservation sites or for capital improvements or maintenance for recreational purposes on any public site.” The definition of “new conservation sites” in this statute includes “all types of open space, including but not limited to floodplains, greenbelts, agricultural lands, or scenic areas, or for any scientific, historic, scenic, recreational, aesthetic or similar purpose.” Such funds are maintained in the Conservation Trust Fund (“CTF”).

I. The appropriation from the Conservation Trust Fund (“CTF”), as well as $30,000 from the Bike Park Capital Tax and $100,000 from Natural Areas, will provide resources needed to initiate and complete a Conceptual Framework Plan (the “Plan”) for the Site. The Plan will include:

(1) an existing conditions report; and
(2) a comprehensive programming list; and
(3) a near term management plan; and
(4) a plan to identify general areas for each site use, access and circulation considerations and other key attributes that will inform further planning and design.

J. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of creating a Plan toward the future development of the Site.

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

L. The City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated from the Conservation Trust Fund (“CTF”) and will not cause the total amount appropriated in the CTF 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 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 $250,000 from the CTF to the Capital Project Fund ("CPF") and determined that the purpose for which the transferred funds are to be expended remains unchanged.

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

P. City Council wishes to designate the appropriation herein for the Plan for the Site as an appropriation that shall not lapse until the completion of the project.

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

Section 1. There is hereby appropriated from prior year reserves in the Conservation Trust Fund the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) to be expended in the Conservation Trust Fund for transfer to the Capital Project Fund and expended therein for the Plan for the Site.

Section 2. The appropriation herein for the Plan for the Site 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 June 2, 2026, and approved on second reading for final passage on June 16, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: June 26, 2026
Approving Attorney: Jenny Lopez Filkins

Exhibit: None

File Attachments for Item:

3. Second Reading of Ordinance No. 063, 2026, Approving an Intergovernmental Agreement and Appropriating Prior Year Reserves and Unanticipated Grant Revenue from the Colorado Energy Office for the Fleet Zero Grant Program.

This Ordinance, unanimously adopted on First Reading on June 2, 2026, appropriates $245,000 of unanticipated grant revenue from the Colorado Energy Office (CEO) Fleet Zero grant program to install fleet Electric Vehicle (EV) charging stations at specific City of Fort Collins facilities. This item also appropriates $295,300 to meet required match under the grant program and to fund total costs for installation of the EV charging stations.

June 16, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Tracy Ochsner, Director, Operation Services
Carisa Clinton, Manager, Grants Administration
Kerri Ishmael, FP&A Manager, Utilities Finance

SUBJECT

Second Reading of Ordinance No. 063, 2026, Approving an Intergovernmental Agreement and Appropriating Prior Year Reserves and Unanticipated Grant Revenue from the Colorado Energy Office for the Fleet Zero Grant Program.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on June 2, 2026, appropriates $245,000 of unanticipated grant revenue from the Colorado Energy Office (CEO) Fleet Zero grant program to install fleet Electric Vehicle (EV) charging stations at specific City of Fort Collins facilities. This item also appropriates $295,300 to meet required match under the grant program and to fund total costs for installation of the EV charging stations.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

The City was awarded grant funding through the competitive Fleet Zero-Emission Resource Opportunity (Fleet ZERO) program administered by the Colorado Energy Office. This funding will help cover eligible costs to install EV charging infrastructure for City fleet vehicles at five locations.

City Operations Services proposes to use $187,000 of grant funds to install EV charging stations at Street Operations, Operation Services/City Hall, Car Barn, and Police Services. Operation Services will also provide the matching $150,000 for infrastructure costs to support these installs.

The City's Utilities is proposed to use $58,000 of grant funds to install five EV charging stations at 700 Wood Street. These chargers will be utilized by all the Utilities' groups. Based on estimates on costs for EV chargers, shipping, and installation, total costs are estimated at $203,300. The grant funds will cover $58,000 of the $203,300, providing an additional $145,300 for installation of the five EV charges at 700 Wood Street. The additional $145,300 includes $5,800 in cash match required under the Fleet ZERO program.

To meet the required cash match combined with covering total costs for the five EV charging stations at 700 Wood Street, staff requests a $145,300 supplemental appropriation from Utilities' Customer Service

and Administrative Fund (Fund 605) reserves. The $58,000 in grant funds and $145,300 from Fund 605 reserves will be appropriated in Fund 605 based on the EV charging stations being capitalized as Utilities capital assets upon the EV charging stations being installed and operable.

CITY FINANCIAL IMPACTS

This item appropriates $245,000 in unanticipated grant revenue for the installation of fleet EV charging stations at five City of Fort Collins facility locations. This item also appropriates $295,300 from reserves to the respective project in Utilities' Customer Service and Administrative Fund and in the Operation Services Fund. The additional $295,300 includes each fund's required cash match. Funding splits as follows:

- $58,000 grant funds appropriated in Utilities Customer Service and Administrative Fund for the EV charging stations project;
- $145,300 in Utilities Customer Service and Administrative Fund reserves (605) to be used toward required match and infrastructure costs ($5,800) and to cover total costs of the EV charging stations project in Utilities Customer Service and Administrative Fund ;
- $187,000 grant funds appropriated in Equipment Fund 601 for the EV charging stations
- $150,000 matching funds, including infrastructure from Equipment Fund Reserves

The grant from the Colorado Energy Office is a reimbursement type grant, meaning the Equipment Fund expenses will be reimbursed up to $187,000 and the Utilities Customer Service and Administrative Fund will be reimbursed up to $58,000.)

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS / LINKS

First Reading attachments available in June 2, 2026, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 063, 2026

ORDINANCE NO. 063, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING AN INTERGOVERNMENTAL AGREEMENT AND
APPROPRIATING PRIOR YEAR RESERVES AND UNANTICIPATED GRANT
REVENUE FROM THE COLORADO ENERGY OFFICE FOR THE FLEET ZERO
GRANT PROGRAM

A. The Colorado Energy Office has awarded the City $245,000 in Community Access Enterprise grant funding through the competitive Colorado Energy Office Fleet Zero Grant Program (the "Grant"). The Grant will help pay for eligible costs to install electric vehicle ("EV") charging infrastructure for City fleet vehicles at five City locations (the "Project"). The Colorado Energy Office will provide the Grant funding through a Purchase Order, a copy of which is attached hereto as Exhibit A.

B. Of the total Grant funding of $245,000, the Grant provides $58,000 toward the Project for five planned EV charging stations at 700 Wood Street. This Ordinance appropriates an additional $145,300 from the Utility Customer Service and Administration Fund to pay for installation of these EV charging stations. Each of the City Utilities groups will benefit from use of the EV charging stations at 700 Wood Street.

C. Of the total Grant funding of $245,000, the Grant provides $187,000 toward the Project for planned EV charging stations at 625 Ninth Street, 300 Laporte Avenue, 303 Cherry Street, and 2221 South Timberline. This Ordinance appropriates an additional $150,000 from the Equipment Fund to pay for installation of these EV charging stations.

D. The Grant requires the City to complete installation of the EV charging stations by April 30, 2027.

E. These appropriations benefit the public health, safety, and welfare of the residents of Fort Collins and serve the public purpose of funding infrastructure that will power City vehicles in a way that aligns with City sustainability goals, including infrastructure that will benefit the City's various utility systems.

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

G. The City Manager has recommended the appropriations described herein and determined that these appropriations are available and previously unappropriated from the Utility Customer Service and Administration Fund and the Equipment Fund, and that these appropriations will not cause the total amount appropriated in the Utility Customer Service and Administration Fund and the Equipment Fund as applicable, to

exceed the current estimate of actual and anticipated revenues and all other funds to be received in these funds during this fiscal year.

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

I. The City Manager has recommended the appropriations described herein and determined that these appropriations are available and previously unappropriated from the Utility Customer Service and Administration Fund and the Equipment Fund, and that these appropriations will not cause the total amount appropriated in the Utility Customer Service and Administration Fund and the Equipment Fund, as applicable, to exceed the current estimate of actual and anticipated revenues and all other funds to be received in these funds during this fiscal year.

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

K. City Council wishes to designate the appropriations herein for Colorado Energy Office Fleet Zero Grant Program Project as appropriations that shall not lapse until the earlier of the expiration of the grant or the City's expenditure of all funds received from the Grant.

L. Colorado Revised Statutes Section 29-1-203 provides that governments may cooperate or contract with one another to provide certain services or facilities when the cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve.

M. City Charter Article II, Section 16 empowers City Council, by ordinance or resolution, to enter into contracts with governmental bodies to furnish governmental services and make charges for such services or enter into cooperative or joint activities with other governmental bodies.

N. Section 1-22 of the City Code requires that, with some exceptions, intergovernmental agreements or cooperative activities between the City and other governmental entities be submitted to City Council for review and approval by ordinance or resolution.

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 Utility Customer and Administration Fund the sum of FIFTY-EIGHT THOUSAND DOLLARS ($58,000) to be expended in the Customer and Administration Fund for the Colorado Energy Office Fleet Zero Grant Program Project.

Section 2. There is hereby appropriated from new revenue or other funds in the Equipment Fund the sum of ONE HUNDRED EIGHTY-SEVEN THOUSAND DOLLARS ($187,000) to be expended in the Equipment Fund for the Colorado Energy Office Fleet Zero Grant Program Project.

Section 3. There is hereby appropriated from prior year reserves in the Utility Customer Service and Administration Fund the sum of ONE HUNDRED FORTY-FIVE THOUSAND THREE HUNDRED DOLLARS ($145,300) to be expended in the Customer Service and Administration Fund for the Colorado Energy Office Fleet Zero Grant Program Project.

Section 4. There is hereby appropriated from prior year reserves in the Equipment Fund the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000) to be expended in the Equipment Fund for the Colorado Energy Office Fleet Zero Grant Program Project.

Section 5. The appropriations herein for Colorado Energy Office Fleet Zero Grant Program 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 earlier of the expiration of the Grant or the City's expenditure of all funds received from such Grant.

Section 6. City Council authorizes the City Manager to take all appropriate action to enable the City to access the Grant funding provided through the Community Access Enterprise Purchase Order attached hereto as Exhibit A. City Council authorizes the City Manager, in consultation with the City Attorney, to negotiate such terms and conditions of the Purchase Order consistent with the terms of this Ordinance, as necessary to protect the interests of the City or effectuate the purposes of this Ordinance as set forth above.

Introduced, considered favorably on first reading on June 2, 2026, and approved on second reading for final passage on June 16, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: June 26, 2026
Approving Attorney: Ted Hewitt

Exhibit: Exhibit A – Community Access Enterprise Purchase Order

Item 3.

STATE OF COLORADO

Office of the Governor
Community Access Enterprise

ORDER	*****IMPORTANT*****
Number: POGG1,EFBA,202600003547 **Date:** 4/29/26 **Description:** Fleet ZERO Grant **Effective Date:** 04/29/26 **Expiration Date:** 04/30/27	The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.
BUYER	**BILL TO**
Buyer: **Email:**	Colorado Energy Office - Broadway 1600 Broadway Suite 1960 Denver, CO 80202
VENDOR	**SHIP TO**
CITY OF FORT COLLINS City Services 215 N MASON ST FORT COLLINS, CO 80522 **Contact:** EFT REMIT **Phone:**	Colorado Energy Office - Broadway 1600 Broadway Suite 1960 Denver, CO 80202 **SHIPPING INSTRUCTIONS** **Delivery/Install Date:** **FOB:**

VENDOR INSTRUCTIONS

EXTENDED DESCRIPTION

Grantee shall complete the work as outlined in Exhibit A, the Statement of Work, attached hereto and incorporated by reference herein.

Contact Info: Lezlie Zink: lezlie.zink@state.co.us

Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1	G1000		0	0.00	$58,000.00	☐
Description:	Grant Commodity					
Service From:	04/29/26		Service To:	04/30/27		

Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
2	G1000		0	0.00	$28,000.00	☐
Description:	Grant Commodity					
Service From:	04/29/26		Service To:	04/30/27		

Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.

STATE OF COLORADO

Office of the Governor
Community Access Enterprise

3	G1000		0	0.00	$35,000.00	☐
Description:	Grant Commodity					
Service From:	04/29/26		Service To:	04/30/27		
Line Item	**Commodity/Item Code**	**UOM**	**QTY**	**Unit Cost**	**Total Cost**	**MSDS Req.**
4	G1000		0	0.00	$84,000.00	☐
Description:	Grant Commodity					
Service From:	04/29/26		Service To:	04/30/27		
Line Item	**Commodity/Item Code**	**UOM**	**QTY**	**Unit Cost**	**Total Cost**	**MSDS Req.**
5	G1000		0	0.00	$40,000.00	☐
Description:	Grant Commodity					
Service From:	04/29/26		Service To:	04/30/27		
TERMS AND CONDITIONS						
https://www.colorado.gov/osc/purchase-order-terms-conditions						
DOCUMENT TOTAL = $245,000.00						

1. Project Title: Fleet Zero-Emission Resource Opportunity (Fleet-ZERO)

2. Background / Objective

The Grantee was awarded grant funding as a result of the competitive Fleet Zero-Emission Resource Opportunity (hereinafter called "Fleet-ZERO") program's Request For Applications (RFA). The Community Access Enterprise (hereinafter called "CAE" or the "State") agrees to provide funding to City of Fort Collins (hereinafter called "Grantee") towards the net eligible costs associated with the awarded charging project.

3. Project Description

Fleet-ZERO is a program administered by the Colorado Energy Office (hereinafter called "CEO") in partnership with the Community Access Enterprise to encourage the use of electric fleet vehicles because they reduce greenhouse gas emissions and local air pollution, promote energy security through reliance on domestic electricity, and drive an innovative market for new technology.

The general purpose of this project is to encourage the installation of electric vehicle (EV) charging stations for fleets throughout the state of Colorado. Installing charging stations enables electric vehicles to proliferate.

Grantee is installing a charging station(s) to be located at the awarded address(es) outlined below. Grantee shall adhere to the listed Accessibility Scenario(s) as further detailed in Section 6. of this Statement of Work (SOW):

1. 700 Wood Street, Fort Collins, CO 80521:
    - Four (4) fleet level 2 (L2) charging ports
    - One (1) 50 kW or higher power fleet DCFC ports
    - Accessibility Scenario # 2 as detailed in Section 6. shall apply to this address
2. 625 Ninth Street, Fort Collins, CO 80524:
    - Four (4) fleet level 2 (L2) charging ports
    - Accessibility Scenario # 2 as detailed in Section 6. shall apply to this address *(will be dependent on the charging station use-case(s) as described in the Fleet-ZERO Acceptance and Orientation Form, once submitted, based on guidance as provided by the U.S. Access Board)*
3. 300 W. LaPorte, Fort Collins, CO 80521:

- Six (6) fleet level 2 (L2) charging ports
- Accessibility Scenario # 1 as detailed in Section 6. shall apply to this address *(will be dependent on the charging station use-case(s) as described in the Fleet-ZERO Acceptance and Orientation Form, once submitted, based on guidance as provided by the U.S. Access Board)*

4. 303 Cherry St, Fort Collins, CO 80521:
    - Twelve (12) fleet level 2 (L2) charging ports
    - Accessibility Scenario # 2 as detailed in Section 6. shall apply to this address *(will be dependent on the charging station use-case(s) as described in the Fleet-ZERO Acceptance and Orientation Form, once submitted, based on guidance as provided by the U.S. Access Board)*
5. 2221 South Timberline, Fort Collins, CO 80525:
    - One (1)] 100 kW or higher power fleet DCFC ports
    - Accessibility Scenario # 2 as detailed in Section 6. shall apply to this address *(will be dependent on the charging station use-case(s) as described in the Fleet-ZERO Acceptance and Orientation Form, once submitted, based on guidance as provided by the U.S. Access Board)*

4. Work Tasks, Deliverables, and Timelines

Grantee shall be responsible for the following work tasks and deliverables upon the final approval and discretion of CAE/CEO in order to receive payment of grant funding based on the net eligible costs of the project after an awarded project is completed (unless provided a written exception from CAE/CEO):

A. Procure the awarded EV charging station(s).
    - Grantees are strongly encouraged to complete a competitive procurement process.
    - The charging station(s) must be able to adhere to the requirements as detailed in Section 9. Reporting Requirements.

B. Install the EV charging station(s).
    - Grantee may either contract with personnel who have expertise in electrical installations or pay Grantee labor staff with expertise in electrical installations for the installation of the charging station(s) and associated labor costs.

C. Dedicate one (1) parking space for “EV Charging Only” per awarded charging port.

- Adhere to requirements for the incorporation of accessible design standards as assigned in Section 3. Project Description and as detailed in Section 5. Accessibility Guidelines and Section 6. Accessibility Scenarios.

D. Provide CAE/CEO with dated invoices for work completed and costs incurred.

- Costs must be directly associated with the procurement and/or installation of the awarded EV charging station(s) in order to be considered eligible costs.

E. Submit final required documentation as outlined below.

1. Final Reporting Form
2. Summary Invoice / Reimbursement Request Form
3. Legible and dated copies of all associated project invoices showing at least the following:
    a. The date of each purchase.
    b. The purchase price and amount paid for each charging port.
    c. The number of charging ports purchased.
    d. Proof of at least one (1) year of warranty coverage for each awarded charging port.
    e. Proof of at least five (5) years of networking coverage for each awarded charging port or at least five (5) years of telematics software coverage for each supported EV as specified in 4a) below.
    f. The amount paid by the awardee for materials, construction, and installation of the charging ports.
4. Legible copies of proof of battery electric vehicle (BEV) or plug-in hybrid electric vehicle (PHEV) or equipment ownership with Colorado registration or International Registration Plan (IRP), purchase order(s), and/or at least three (3) year executed lease agreement(s) for associated EVs that will be utilizing each funded charging port as specified in 4a) below.
    a. At least twelve (12) additional fleet EVs across the awarded addresses (thirty-five (35) fleet EVs are currently deployed)
5. Digital photographs of the installed and operational charging port(s) and dedicated EV charging space(s).
    a. If required per Section 3. Project Description and Section 6. Accessibility Scenarios, photographs must show proof of incorporation of accessible design standards as detailed by the U.S. Access Board and Section 5. Accessibility Guidelines outlined herein.

1. Photographs should be from a perspective that clearly shows adherence to the accessible design standards and additional photographs may be requested by CAE/CEO prior to reimbursement being finalized if accessible design standards are required and not clearly demonstrated.

6. Confirmation that each awarded charging port is registered with the Alternative Fuels Data Center Station Locator.

7. Read-only and downloadable data access to the charging network or telematics software dashboard shared with CAE/CEO, or quarterly reporting of required data submitted to CAE/CEO on an ongoing basis, for at least five (5) years from the date(s) of installation, per Section 9. Reporting Requirements outlined herein.

F. All deliverables shall be adjusted to the final approval of CAE/CEO. CAE/CEO will withhold reimbursement if requirements are not met.

- CAE/CEO strongly encourages Grantees to work with their selected vendor(s) beforehand to organize and provide invoices separated by individual line item, rather than in a lump sum.

5. Accessibility Guidelines

Grantee shall be responsible for adhering to accessibility guidelines and requirements for the incorporation of accessible design standards, where feasible, in compliance with the Americans with Disabilities Act (ADA) and as detailed by the U.S. Access Board and the Fleet-ZERO Application Guide, based on the Accessibility Scenarios assigned in Section 3. and further defined in Section 6. below.

1. Accessible design standards, as detailed in State law (as of January 1, 2026 under HB24-1161 - Motor Vehicle Access Individuals with Disabilities) and by the U.S. Access Board, require that 5%, but no fewer than one (1) charging stall at each required awarded site address must incorporate accessible design standards and that the Grantee must incorporate the accessible design standards into the charging stall(s) serving the highest power output charging port(s) at each required awarded site address.
2. Failure to incorporate accessible design standards, where feasible and required, may result in a delay of grant reimbursement until the project incorporates such design standards or forfeiture of a portion of the grant award (10% of the total grant award) if Grantee fails to complete this aspect of the Agreement.
3. If accessible design standards are determined not to be feasible, written documentation from CAE/CEO reflecting such is required.

4. Determination of feasibility of the incorporation of accessible design standards is solely at the discretion of CAE/CEO.

6. Accessibility Scenarios

The following Accessibility Scenarios shall apply to each awarded site address as assigned in Section 3. Project Description:

Accessibility Scenario #1:

- The incorporation of accessible design standards as detailed in Section 5. above, is required at this awarded site address.

Accessibility Scenario #2:

- Per the U.S. Access Board 'Employee Use of EV Chargers', Grantee is eligible for an exemption for the incorporation of accessible design standards at this awarded site address under the employee work area exception, since Grantee has provided written acknowledgement to CAE/CEO that all of the awarded charging stations at this awarded site address will only be used by employees for charging company / fleet vehicles and will not be made available at any time to more than one (1) fleet and/or to employees or the public to charge their personal vehicle(s). The incorporation of accessible design standards however is still strongly recommended by CAE/CEO for at least one (1) EV charger at this awarded site address to accommodate employees with disabilities and because the Grantee may be required to provide an accessible EV charger if requested by an employee as a reasonable accommodation.
    - However, if the planned availability of any of the awarded charging stations at this awarded site address changes before the Agreement end date and any of the awarded charging stations will be made available at any time to more than one (1) fleet and/or to employees or the public to charge their personal vehicle(s), the Grantee must notify CAE/CEO within ten (10) days of this change. In this case, the exemption for the incorporation of accessible design standards under the employee work area exception as described by the U.S. Access Board would no longer apply at this awarded site address and the Grantee would be required to incorporate accessible design standards as detailed in Section 5. above.

7. Reporting

Grantee shall be responsible for reporting project outcomes. Written reports shall be in accordance with the procedures developed and prescribed by the State. Required reports shall be submitted to CAE/CEO upon completion of all work tasks, or at such

time as otherwise specified. The preparation of reports in a timely manner shall be the responsibility of the Grantee and failure to comply may result in a delay of payment of funds and/or termination of this Agreement. Grantee must provide written communication by email to the CAE/CEO Program Manager if the project experiences significant changes or delays in the schedule.

8. Final Report and Invoice Documentation

Grantee shall submit a final report to CAE/CEO. This report will demonstrate the completion of the project and installation of the awarded charging station(s). To be acceptable, the final report must explain the Grantee's procurement and installation process, lessons learned from procurement and installation, and the data reporting capabilities of the charging station(s), and it must identify the location(s) of the charging station(s) accompanied with pictures of the installed charging station(s). The Grantee shall provide an invoice to CAE/CEO for the purchase of the awarded charging station(s) and associated equipment, permitting, and labor costs associated with the installation(s). To be acceptable, the Grantee's invoice must be supported by invoices for all associated project costs. The Grantee's invoice must include an itemized list of all project costs being considered under the grant, including a breakdown of costs eligible for Fleet-ZERO and the minimum match required (of 10% based on the net eligible costs of the project).

9. Reporting Requirements

Unless provided a written exception from CAE/CEO, upon the installation of the awarded EV charging station(s), Fleet-ZERO requires all awardees to share read-only and downloadable data access to the charging network or telematics software dashboard with CAE/CEO for tracking information on the awarded charging stations' or the supported EVs' utilization for a minimum of five (5) years from the date(s) of installation. If sharing charging network or telematics software dashboard access with CAE/CEO is not preferred, quarterly reporting of this required data submitted by the Grantee to CAE/CEO on an ongoing basis is acceptable.

Required data reporting requirements include the following:

- Session / transaction ID
- Session start and session end
- Energy charged
- Station address, station city, station state, station ZIP
- Station ZIP extended, station latitude, station longitude (exceptions may be considered by CEO if not available)

Additionally, if possible, data reporting should also include the following:

- Station ID
- Port ID
- Asset / vehicle ID (for telematics software)
- Annual vehicle miles traveled (for telematics software)
- Annual idling time (for telematics software, if applicable)
- Number of customers / unique users / individual vehicle transactions
- Session error
- Network / telematics provider
- Peak power
- Payment method (if applicable)
- Session cost (if applicable)

For networked charging port data reporting format, please see Module 1 and 2 in the EV-ChART formatting guidelines.

By accepting funding through the Fleet-ZERO program, Grantee agrees to provide all information requested within this Agreement. CAE/CEO may share this information at an anonymized and/or aggregated County level on the EValuateCO dashboard or other platform at the discretion of CAE/CEO or with anyone requesting such data. Should anyone request more detailed data or information, CAE/CEO will withhold or redact confidential business information, trade secrets, or personally identifiable information (PII) as required or allowed under the Colorado Open Records Act, C.R.S. § 24-72-201 to 206.

Note: Exceptions to the charging port networking or telematics software coverage and data reporting requirements as listed above will be considered (at the sole discretion of CAE/CEO) only for charging ports and/or supported EVs without networking, telematics, or data reporting capabilities, nor the availability of a reasonably affordable technology that could be paired with the charging ports and/or supported EVs to enable networking or telematics software coverage and data reporting capabilities.

10. Budget

CAE will pay the Grantee the lesser of $245,000 (not to exceed $7,000 per new Level 2 (L2) fleet charging port, $30,000 per new 50 kW+ fleet charging port, and $40,000 per new 100 kW+ fleet charging port) or up to 90% of net eligible costs for the awarded charging station installation(s). Grantee is responsible for any additional match or other

cost overruns. Grantee is entitled to reimbursement only after successfully completing and energizing the awarded EV charging station(s) and submitting an acceptable final report and invoice to CAE/CEO.

11. Payment Terms – Billing Procedures

The State shall pay the Grantee the reasonable, allocable, and net eligible costs for work performed based on satisfactory progress of the work defined in this Agreement. Grantee shall be compensated only for work and services performed by Grantee and accepted by CAE/CEO pursuant to the terms of this Agreement. Payment shall also be contingent upon CAE/CEO's timely receipt and acceptance of required information described herein. Grantee shall be reimbursed based on the submission and CAE/CEO's acceptance of Grantee's invoice(s) and final required documentation as outlined in Section 4.E.

Payment will be made upon final completion of the project. CAE shall make no payment until the Grantee successfully completes the awarded EV charging station installation(s) and submits an acceptable invoice and final report to CAE/CEO, including verification that the awarded charging station(s) is operational and available for use. After CAE/CEO's approval, CAE shall make payment to the Grantee within 45 days of receiving the acceptable final report and invoice. CAE will reimburse the Grantee based on the net eligible costs incurred by the Grantee and the project minimum match requirement described herein with the net eligible costs equal to the total eligible costs, minus any eligible costs covered by other programs or incentives, such as utility rebates or tax credits. If installation is not completed by April 30, 2027, CAE is under no obligation to pay the Grantee.

12. Testing and Acceptance Criteria

The charging station(s) will be acceptable to CAE/CEO if it is installed, operational, and available for use by April 30, 2027. The Grantee's invoice(s) to CAE will be acceptable if it is properly supported by invoices or receipts and the costs are associated with procurement of the awarded charging station(s), associated construction materials, permitting, construction labor costs, installation costs, and any other related costs. The final report will be acceptable to CAE/CEO if it explains the Grantee's procurement and installation process, lessons learned from procurement and installation, the data reporting capabilities of the charging station(s), and it identifies the location(s) of the installed and operating charging station(s) accompanied with pictures of the installed charging station(s). If the charging station(s), invoice, and report are acceptable, the CAE/CEO Program Manager will submit the Grantee's invoice to the Accounting department for payment.

If the charging station(s), invoice, and report are unacceptable, the CAE/CEO Program Manager will work with the Grantee to correct, modify, or replace as needed. If Grantee fails to perform, the CAE/CEO Program Manager will submit associated information to CEO's Director of Transportation and Director of Finance and Operations explaining why funding should be denied or reduced. The two Directors and the CAE/CEO Program Manager will determine whether funding should be denied or reduced, and the CAE/CEO Program Manager will inform the Grantee of their decision. All awarded projects may be subject to inspection by CAE/CEO and/or an associated organization(s).

13. Small Dollar Grant Award Amount

The maximum amount payable under this Agreement to Grantee by CAE shall be $245,000, as determined by the State from available funds. Satisfactory performance under the terms of this Agreement shall be a condition precedent to CAE's obligation to compensate the Grantee. CAE shall not be liable to pay or reimburse Grantee for any performance hereunder prior to the Service From Date or after the Agreement end date as shown on the title page of the Small Dollar Grant Award.

14. Small Dollar Grant Award Term

The Grantee shall begin work upon the later of the Service From Date as shown on the title page of this Small Dollar Grant Award or upon Grantee's acceptance of this Agreement. This Small Dollar Grant Award shall terminate on April 30, 2027, unless sooner terminated by CAE/CEO or further extended as specified elsewhere herein.

File Attachments for Item:

4. Second Reading of Ordinance No. 064, 2026, Appropriating Unanticipated Grant Revenue from the Colorado Division of Criminal Justice for Restorative Justice Services.

This Ordinance, unanimously adopted on First Reading on June 2, 2026, appropriates $35,120 of unanticipated grant revenue from the Colorado Division of Criminal Justice Juvenile Diversion fund awarded for the period of July 1, 2026 – June 30, 2027, to support the Restorative Justice programming provided by Conflict Transformation Works (CTW). This appropriation is contingent upon execution of the associated grant agreement and includes a sunset date of December 31, 2026, if the agreement is not finalized.

June 16, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Mary-Claire Geiss, Senior Specialist, Neighborhood Services
Carisa Clinton, Grants Administration Manager

SUBJECT

Second Reading of Ordinance No. 064, 2026, Appropriating Unanticipated Grant Revenue from the Colorado Division of Criminal Justice for Restorative Justice Services.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on June 2, 2026, appropriates $35,120 of unanticipated grant revenue from the Colorado Division of Criminal Justice Juvenile Diversion fund awarded for the period of July 1, 2026 – June 30, 2027, to support the Restorative Justice programming provided by Conflict Transformation Works (CTW). This appropriation is contingent upon execution of the associated grant agreement and includes a sunset date of December 31, 2026, if the agreement is not finalized.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

This Colorado Division of Criminal Justice (CDCJ) grant helps fund a Restorative Justice Specialist and Program Assistant who support youth referred to the program from the 8th Judicial District Attorney's Office. Restorative Justice is an alternative method of holding a young person accountable by facilitating meeting with the responsible youth, the harmed person/harmed person representative, and community members to identify the harm caused by the crime and determine how to repair it.

These programs help young people understand the impact of their actions on the harmed person, families, friends, and the community while holding them accountable. By supporting better future decisions, reducing repeat offenses, and connecting youth and families with appropriate community resources, the program contributes to a safer and healthier community.

These funds are contingent upon execution of the associated state grant agreement. In the event the agreement is not executed, this appropriation will sunset on December 31, 2026. This contingency ensures that the City is only obligated to expend funds once final grant terms are in place.

CITY FINANCIAL IMPACTS

The item appropriates $35,120 to cover personnel costs for the Restorative Justice Specialist and the CTW Program Assistant for their work directly related to the grant funded activities.

The grant from CDCJ is a reimbursement type grant, meaning General Fund expenses will be reimbursed up to $35,120.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS / LINKS

First Reading attachments available in June 2, 2026, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 064, 2026

ORDINANCE NO. 064, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING UNANTICIPATED GRANT REVENUE FROM THE COLORADO DIVISION OF CRIMINAL JUSTICE FOR RESTORATIVE JUSTICE SERVICES

A. Conflict Transformation Works ("CTW") within the City operates restorative justice programs to hold young people who have violated the law accountable by facilitating meetings with the responsible youth, the harmed person or their representative, and community members to identify the harm caused by the crime and determine how to repair it.

B. CTW has been partially grant-funded since 2000 and has accepted reimbursement-based grant funds on an annual basis from the Colorado Division of Criminal Justice ("CDCJ") to support City restorative justice programs. CTW anticipates CDJC will award the City $35,120 for the period from July 1, 2026, through June 30, 2027, to fund restorative justice services.

C. The appropriation made through this Ordinance is contingent on entering into an agreement with CDCJ for the period from July 1, 2026, through June 30, 2027.

D. This funding will allow the City to provide restorative justice services as an accountability option for youth referred from the 8th Judicial District Attorney's Office.

E. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of reducing future criminal behavior and keeping young people out of the justice system, contributing positively to a safer, healthier community.

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

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

H. Article V, Section 11 of the City Charter authorizes City Council to designate in the ordinance when appropriating funds for a federal, state or private grant or donation, that such appropriation shall not lapse at the end of the fiscal year in which the

appropriation is made, but continue until the earlier of the expiration of the federal, state or private grant or donation or the City's expenditure of all funds received from such grant or donation.

I. City Council desires to designate the appropriation herein for the CDCJ Restorative Justice Services Grant Program as an appropriation that shall not lapse until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant.

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

Section 1. There is hereby appropriated from new revenue or other funds in the General Fund the sum of THIRTY-FIVE THOUSAND ONE HUNDRED TWENTY DOLLARS ($35,120) to be expended in the General Fund for restorative justice programming provided by CTW. This appropriation is made contingent on the City entering into an agreement with CDCJ for restorative justice services for the period from July 1, 2026, through June 30, 2027. Should the City not enter into such an agreement on or before December 31, 2026, this appropriation shall terminate as of January 1, 2027, and be of no further force or effect.

Section 2. If the City enters into an agreement with CDCJ for restorative justice services for the period from July 1, 2026, through June 30, 2027, the appropriation herein for the CDCJ Restorative Justice Services Grant Program is hereby designated, as authorized in Article V, Section 11 of the City Charter, as an appropriation that shall not lapse at the end of this fiscal year but continue until the earlier of the expiration of the Grant or the City's expenditure of all funds received from such Grant.

Introduced, considered favorably on first reading on June 2, 2026, and approved on second reading for final passage on June 16, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: June 26, 2026
Approving Attorney: Ted Hewitt

Exhibit: None

File Attachments for Item:

5. Second Reading of Ordinance No. 065, 2026, Authorizing the Conveyance of One Permanent Easement on Meadow Springs Ranch.

This Ordinance, unanimously adopted on First Reading on June 2, 2026, authorizes the conveyance of one easement of approximately 2.37 acres (the “Easement”), being a portion of City property presently known as Meadow Springs Ranch, for the construction and installation of a wind gen-tie (generation-tie) corridor. The proposed alignment minimizes impacts to ongoing wastewater operations and reduces disturbance to Meadow Springs Ranch by utilizing the shortest feasible crossing across City-owned property.

June 16, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Raime Lanham, Real Estate Services Specialist
Ralph Campano, Real Estate Services Manager
Christina Schroeder, Director, Plant Operations
Jennifer Ward, Sr Super, Resource Recovery

SUBJECT

Second Reading of Ordinance No. 065, 2026, Authorizing the Conveyance of One Permanent Easement on Meadow Springs Ranch.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on June 2, 2026, authorizes the conveyance of one easement of approximately 2.37 acres (the "Easement"), being a portion of City property presently known as Meadow Springs Ranch, for the construction and installation of a wind gen-tie (generation-tie) corridor. The proposed alignment minimizes impacts to ongoing wastewater operations and reduces disturbance to Meadow Springs Ranch by utilizing the shortest feasible crossing across City-owned property.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

The Property

Parcel 005120400010 is currently a part of the property known as Meadow Springs Ranch. The City acquired this 142.6 acre parcel in that certain Patent dated November 7, 1993, recorded at Reception No. 02362991, Clerk and Recorder's Records, Weld County. The intended use was as a resource recovery farm for wastewater. This Property continues to be managed by the City's Wastewater Utility as a resource recovery farm supporting wastewater utility operations and associated ratepayer services.

The Project

Enyo Power Partners ("Enyo") is looking to expand the transmission infrastructure associated with its 230-kV line delivering wind energy from Wyoming to Platte River Power Authority's Rawhide Energy Station. The proposed expansion would increase transmission capacity while remaining substantially within the previously studied and preferred alignment corridor and supporting regional renewable energy delivery objectives associated with Platte River Power Authority and the City's sustainability goals. This project

minimizes impacts and continues to support the City's energy objectives, including expanded renewable energy capacity and reduced carbon emissions.

The Easement

In order to complete the Project, Enyo has requested that the City convey one Permanent Easement (the "PE") totaling 2.37 acres, more or less, for the construction, maintenance, and operation of one transmission pole and associated overhead transmission line connections ("the Improvement") to poles located on the adjoining parcels to Chalk Bluffs Wind, LLC ("Chalk Bluffs Wind"). Chalk Bluffs Wind is Enyo's project company name.

All damaged landscaping located within the boundaries of the Easement shall be replaced, and no trees will be damaged or removed as part of the project. The Project will be held to the same or improved standards as the original 2019 agreement.

Alternative Location Analysis

The City considered four potential transmission alternatives. The selected alignment represents the shortest feasible crossing across City-owned property, minimizes impacts to wastewater operations and natural resources, and requires only a single pole installation on Meadow Springs Ranch.

CITY FINANCIAL IMPACTS

Aside from staff time, there is no anticipated cost to the City associated with the PE. City staff estimates the fair market value of the Easement to be approximately $2,844 based upon internal review and comparable easement considerations. Although the Easement would only marginally limit the current surface use of the Property, the Easement could limit future development potential. Compensation received for the Easement will benefit the Wastewater Utility and support stewardship and operational management of Meadow Springs Ranch.

City staff recommends that the Easement should be conveyed to Chalk Bluffs Wind for the value of the easement.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

This type of disposal request does not need to go through the Water Commission, and Utilities, Wastewater has determined it will not be brought forward.

PUBLIC OUTREACH

As the property is located in Weld County outside City limits, project outreach and public informational meetings were conducted within the surrounding Weld County community. Enyo held two open houses to the public on February 16, 2026, in Grover, Colorado and on February 17, 2026, in Nunn, Colorado.

ATTACHMENTS / LINKS

First Reading attachments available in June 2, 2026, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 065, 2026

ORDINANCE NO. 065, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE CONVEYANCE OF ONE PERMANENT EASEMENT ON MEADOW SPRINGS RANCH

A. Parcel No. 005120400010, consisting of approximately 142.6 acres located in Section 20, Township 12 North, Range 67 West of the 6th Principal Meridian, Weld County, Colorado, is City-owned property commonly known as Meadow Springs Ranch (the "Property").

B. The City acquired the Property pursuant to a deed recorded at Reception No. 022344550 in the Weld County Clerk and Recorder's Office and is presently utilized for wastewater resource recovery operations.

C. The Property is managed by the City's Wastewater Utility as a site for land application of biosolids and related wastewater utility operations.

D. Chalk Bluffs Wind, LLC ("Chalk Bluffs Wind"), in connection with the Roundhouse transmission project and related transmission infrastructure improvements associated with Platte River Power Authority's Rawhide Energy Station (the "Energy Station"), seeks to construct and operate electric transmission improvements across a portion of the Property.

E. To facilitate the project, Chalk Bluffs Wind has requested that the City convey one permanent easement consisting of approximately 2.37 acres (the "Easement") for the construction, installation, operation, maintenance, repair, replacement, and removal of transmission infrastructure improvements.

F. The proposed Easement area and the form of Permanent Easement with Terms and Conditions are attached hereto as Exhibit A and incorporated herein by this reference.

G. City staff evaluated multiple potential alignments and determined that the proposed Easement location minimizes impacts to Meadow Springs Ranch operations, natural resources, and City-owned property while supporting regional renewable energy transmission objectives.

H. The City has estimated the fair market value of the Easement to be $2,844, and the Easement will be conveyed for fair market value.

I. Compensation received for the Easement will benefit the Wastewater Utility and support continued stewardship and management of Meadow Springs Ranch.

J. The Easement supports regional renewable energy transmission infrastructure associated with the Energy Station and advances broader sustainability, resiliency, and energy delivery objectives benefiting the City and the surrounding region.

K. Section 23-111 of the City Code authorizes City Council to sell, convey, or otherwise dispose of any interest in real property owned by the City, provided City Council first finds, by ordinance, that such disposition is in the best interests of the City and, for real property that is part of the City's utility systems, that the disposition will not materially impair the viability of the utility system as a whole and will be for the benefit of the citizens 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. City Council finds that conveyance of the Easement as described herein is in the best interests of the City; will not materially impair the viability of the City's Wastewater Utility system; and will be for the benefit of the citizens of the City because:

a. the Easement supports regional renewable energy transmission infrastructure and related public utility services;

b. the Easement advances sustainability and energy resiliency objectives benefiting the City and the surrounding region;

c. the selected Easement alignment minimizes impacts to Meadow Springs Ranch operations and City-owned property; and

d. compensation received for the Easement will benefit the Wastewater Utility and support continued stewardship and management of Meadow Springs Ranch.

Section 2. City Council hereby authorizes the Mayor to execute the Easement with Terms and Conditions substantially in the form attached hereto as Exhibit A, together with such modifications or additional terms and conditions as the City Manager, in consultation with the City Attorney, determines are necessary or appropriate to protect the interests of the City or effectuate the purposes of this Ordinance.

Introduced, considered favorably on first reading on June 2, 2026, and approved on second reading for final passage on June 16, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: June 26, 2026
Approving Attorney: April Silva

Exhibit: Exhibit A - Permanent Easement with Terms and Conditions

PERMANENT EASEMENT WITH TERMS AND CONDITIONS

THIS EASEMENT AGREEMENT WITH TERMS AND CONDITIONS ("Easement") is made and entered into this ____ day of June, 2026 (the "Effective Date"), by and between THE CITY OF FORT COLLINS, COLORADO, a municipal corporation, ("Grantor"), and CHALK BLUFFS WIND, LLC, a Delaware limited liability company ("Grantee"), whose address for purposes of this Easement is 9950 S Power Plant Rd, Sandy, UT 84092, US.

1) Grantor's Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described on Exhibit A, consisting of one (1) page, attached to and made a part of this Easement ("Grantor's Property").

2) Grant of Easement - Consideration.

   a. For and in consideration of the covenants and agreements herein set forth, the sum of Two Thousand Eight Hundred Sixty Five Dollars ($2,844.00), and other good and valuable consideration, the receipt and adequacy of which Grantor acknowledges, the Grantor hereby grants, sells and conveys to the Grantee, its successors and assigns, a perpetual, non-exclusive easement (the "Easement") on, over, and across that certain portion of Grantor's Property more particularly described and generally depicted on Exhibit B, consisting of two (2) pages, attached to and made a part of this Easement (the "Easement Area"), subject to the conditions and restrictions set forth below. The above-referenced consideration shall be paid by Grantee to Grantor upon execution of this Easement by such parties.

   b. Pursuant to its applications to Weld County, Colorado ("County") for 1041 permits ("1041 Permits") to construct a 230-kilovolt (kV) transmission line and associated apparatus (the "Improvements"), the Grantee has proposed a 125 foot wide corridor within which the Improvements may be constructed, which is generally depicted on page 2 of Exhibit B (the "Permitting Corridor").

   c. If, during the final design and/or the construction of the Improvements. conditions are discovered which render infeasible the placement of the Improvements within the Easement Area as generally described in subsection 2(a) above and depicted on Exhibit B, the parties may modify the Easement Area provided that all of the following conditions have been satisfied:

      i. The Counties have approved any required revisions to the 1041 Permits;

      ii. Grantee has submitted to Grantor a general legal description of the modified Easement Area ("Modified Easement Area") that is no greater than one hundred twenty five (125) feet wide and is within the Permitting Corridor, along with documentation supporting that the impact of such

Modified Easement Area is not significantly greater than that created by construction and operation of the Improvements within the original Easement Area and if significant, that such impacts will be appropriately mitigated.

iii. Upon the expeditious review of the documentation referenced in subsection 2(c)(ii) above, the City Manager of the City, upon advice from the City Attorney of the City, shall approve the Modified Easement Area in writing upon finding that, based upon such documentation, the Modified Easement Area is no greater than one hundred twenty five (125) feet wide; is within the Permitting Corridor; any required revisions of the 1041 Permits have been approved; and the impacts from such Modified Easement Area are not significantly greater than the original Easement Area or, if significant, will be appropriately mitigated.

d. Upon completion of construction of the Improvements, Grantee shall cause to be prepared "as-built" drawings ("As-Built Drawings") and a surveyed legal description and depiction of the Easement Area ("Surveyed Legal Description and Depiction") and shall submit such documents to Grantor. The Surveyed Legal Description and Depiction shall generally conform to the description and depiction referenced in subsection 2(a) unless a Modified Easement Area has been approved in accordance with subsection 2(c) above. The Surveyed Legal Description and Depiction shall be substituted for the original legal description (the "Final Easement Area") and the parties shall prepare and record an amendment to the Easement with the Surveyed Legal Description and Depiction. Subsequent uses of the term "Easement Area" in this Easement are intended to refer to the Final Easement Area.

3) Purpose and Uses of Easement. As part of the Roundhouse project to construct the Improvements, Grantee has partnered with Platte River Power Authority (the "Authority") to deliver power from a wind energy facility in Wyoming to the Authority's Rawhide Energy Station in Larimer County. Grantee may use the Easement to install, operate, maintain, repair, reconstruct, replace, inspect and remove, at any time and from time to time, the Improvements, and for access to the Improvements, on, over, and across the Easement Area. The Improvements shall include electric transmission lines, poles and other structures, wires, and cables, including overhead wires for the transmission of electric energy, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said pole. Grantee may not permit co-location of third-party equipment on Grantee's towers, poles or other structures or otherwise within the Easement Area without the consent and agreement of the Grantor, in its sole discretion, including agreement on any additional compensation required for such third-party use of Grantor's Property.

4) Additional Rights of Grantee. Grantor further grants to the Grantee:

a. the right of ingress to and egress from the Easement Area over and across Grantor's Property at any time and all times deemed reasonably necessary by Grantee, such ingress and egress being depicted on Exhibit B to this Easement.

b. the right from time to time to maintain, improve, enlarge, reconstruct, relocate and replace the Improvements with any other number or type of similar improvements, either in the original location or at any alternate location or locations within the Easement Area, consistent with and serving the intended purposes of the Easement and with the agreed upon Mitigation Design Standards as described in subsection 7(b) below. Grantee must give Grantor advance notice of any change in the type, number or location of improvements and cannot proceed until Grantor has provided its written consent, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that in the event of an emergency, no prior notice or consent of the Grantor shall be required prior to making modifications necessary to respond to such emergency.

c. the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the Easement Area; and

d. Grantee shall also have the right and privilege to trim, cut down, or control the growth of trees or any other vegetation on Grantor's Property which in the reasonable opinion of Grantee interferes with maintenance or operation of the Improvements. Grantor acknowledges that only vegetation with a maximum mature height of fifteen (15) feet shall be allowed within the Easement Area.

5) Grantor's Rights in Easement Area.

a. Grantor reserves the right to use the Easement Area for purposes that will not interfere with Grantee's full enjoyment of the rights granted herein, including but not limited to Grantor's right to install, operate, maintain and replace or, with the prior written consent of Grantee, allow others to install, operate, maintain and replace utility improvements within the Easement Area; such consent shall not be unreasonably withheld, conditioned or delayed; provided, however Grantor shall not construct or place, or allow to be constructed or placed, any buildings, structures, utility improvements, plants, or other obstructions on Grantor's Property or the Easement Area, which would result in the violation of the minimum clearance requirements of the National Electric Safety Code or in the reasonable opinion of Grantee would interfere with the operation and maintenance of the Improvements.

b. Grantor agrees not to install permanent buildings over the Easement Area and Grantor shall not excavate so near the sides of or underneath the Improvements installed as to undermine or otherwise adversely affect their stability and usability as determined by Grantee in its reasonable opinion. Grantor shall consult with Grantee on specific guidelines for excavation on a case-by-case basis.

6) Grantee's Obligations Regarding Easement Area.

a. Grantee must maintain its Improvements in a condition that is compliant with all applicable laws, regulations, and the requirements of this Easement, and repair the Improvements as necessary.

b. Grantee acknowledges that varying portions of Grantor's Property are used for the application of Class B biosolids, which activity is regulated by the state of Colorado. Grantor will provide Grantee with information and training material on Class B biosolids, and Grantee shall make such material and training available to any of its employees, agents, licensees and contractors accessing the Easement Area. Grantor shall also provide Grantee updated regulatory information when applicable. Except in the case of an emergency, Grantee agrees to take reasonable steps to notify Grantor, or shall require its agents, licensees or contractors, as applicable, to notify Grantor, at the contact telephone number in section 13 below at least one business day prior to performing any planned patrol, maintenance, repair, construction, reconstruction, or other work on or within the Easement Area. Upon receiving Grantee's notice of planned work within the Easement Area, Grantor shall (I) provide Grantee information regarding recent biosolids application in the area so that Grantee may take any necessary precautions or (2) if time permits, delay the application of biosolids in the area of Grantee's planned work for the duration of such work. Grantee shall retain documentation of the training provided to Grantee's employees, agents, licensees and contractors accessing the Easement Area. Such documentation shall be retained for a period of three (3) years and copies shall be made available to Grantor upon request. For any such work that requires disturbance of one acre or more of the surface Grantee shall also submit a construction plan and schedule to Grantor. The Grantee will request a Temporary Construction Easement or license from Grantor for any construction or reconstruction if working on Grantor's Property outside of the Easement Area, which request shall not be unreasonably withheld, conditioned or delayed. In cases of emergency repair no advance notification is required, but Grantee shall notify Grantor of the emergency and provide related information including the nature of the emergency and the response as soon as reasonably practicable, but no later than thirty (30) calendar days following such emergency event.

c. All Grantee's activities on the Easement Areas, and any access across the Grantor's Property, must be carried out in a manner and on a schedule reasonably expected to minimize disturbance to the natural features of the Grantor's Property and the Grantor's use thereof. If damage results from the construction, maintenance, repair or operation of the Improvements, or Grantee's activities on the Easement Areas or elsewhere on the Grantor's Property, Grantee will make such repairs or take such other action as may be reasonably necessary to restore the Grantor's Property to a condition reasonably comparable to its prior condition, including without limitation the provision of ongoing maintenance of any seeded or planted areas, correction of any subsidence, and restoration of any other improvements or conditions impacted by Grantee's activities, until such time as any such repair and restoration is fully established and stabilized. Such restoration shall be completed in accordance with the Grantor's best management practices ("BMPs") as outlined in Exhibit D, provided however that performance of the Routine Activities described on Exhibit C shall not be subject to the BMPs. Following Routine Activities, Grantee will make such repairs or take such other action as may be reasonably necessary to restore the Grantor's Property to a condition comparable to its prior condition. For the purpose of the initial installation of the Improvements, Grantee also agrees to rely on the Grantor's BMPs to specify standards for activities undertaken on the Grantor's Property. The parties acknowledge that sensitive vegetation, habitat or other natural conditions may require special effort by Grantee to protect, restore, or replace in the event they are disturbed by Grantee's activities.

7) Additional As-Built Drawings. In the event of a change in the type, number or location of the Improvements, as described in subsection 4(b), Grantee will provide Grantor with as-built drawings accurately depicting the location and nature of the Improvements constructed within the Easement Area no later than sixty (60) days following such change.

8) Representations of Grantor. Grantor warrants that it has the full and lawful authority to grant this Easement.

9) Recordation. Grantee will record this Easement in the records of the Larimer County Clerk and Recorder and the Weld County Clerk and Recorder and, upon request of Grantor, furnish evidence of such recording to the Grantor. This Easement will not be valid until it is recorded. If this Easement has not been recorded with both the Larimer County Clerk and Recorder and the Weld County Clerk and Recorder within six (6) months of the date of execution of this Easement by the Grantor, then the Easement will be null and void and have no force and effect whatsoever, and the parties will be relieved of any remaining obligations hereunder as of the date of such termination.

10) Abandonment. Should the Grantee fail to construct the Improvements within five (5) years from the date of this Easement, or should Grantee permanently discontinue

maintaining and using the Improvements within the Easement Area for a period of five (5) years, this shall constitute an abandonment of the Easement, Grantee's Improvements, and Grantee's rights under this Easement and the Easement shall automatically terminate. In such event, Grantee agrees to execute and record a vacation/termination of the Easement. Upon abandonment, and the Grantee will at its sole cost and expense remove any surface Improvements from the Easement Area. Grantee must consult with the Grantor in advance of any such removal, and the Grantor may in its sole discretion require the Grantee to leave some or all Improvements in place. If Grantee removes the Improvements from the Easement Area, Grantee shall carry out such removal consistent with the requirements set forth in Section 6, and restore the Easement Area and any other portion of Grantor's Property affected by the removal activities, at Grantee's sole cost and expense, to a condition reasonably comparable to its condition just prior to the Grantee's removal activities.

11) Indemnity and Insurance.

a. To the extent allowed by law, Grantee agrees to release and indemnify the Grantor, its officers, agents, employees, representatives, successors and assigns ("Grantor Parties") from and against all claims and liability, including but not limited to the Grantor's reasonable legal fees and costs, including attorneys' fees, for claims for personal injury, death or property damage resulting from or arising out of the Grantee's use of the Easement Area or other activities on Grantor's Property to the extent caused by the negligence or willful misconduct of the Grantee, including but not limited to the construction, installation, operation, repair, and maintenance of improvements within the Easement Area, and for any actions or omissions by Grantee in violation of this Easement, except to the extent such claims and liability are the result of Grantor Parties' negligence or willful misconduct in whole or in part.

b. Grantee shall procure, pay for, and keep in full force and effect during the term of the Easement a policy of general liability insurance covering the Improvements and insuring Grantee in an amount not less than One Million Dollars ($1,000,000.00) covering bodily injury, including death to persons, personal injury, and property damage liability arising out of a single occurrence. Such I coverage must include, without limitation, the insured's liability for property damage, bodily injuries, and death of persons in connection with the operation, maintenance, or use of the Improvements (including acts or omissions of Grantee or of its officers, employees, or agents), and protection against liability for non-owned and hired automobiles. All policies of insurance required hereunder must name Grantor as an additional insured, and shall contain a provision that the policy or policies cannot be canceled or non-renewed either by the insured or the insurance company until thirty (30) days' (except for non-payment of premium) prior written notice thereof is given to Grantor. Upon issuance or renewal of any

such insurance policy, Grantee shall furnish a certificate of insurance to Grantor. Upon the approval of Grantor, which approval shall not be unreasonably withheld, conditioned or delayed, Grantee shall be allowed to meet the insurance requirements set forth herein through another form of insurance in lieu of general liability such as self-insurance and an excess or umbrella liability policy. In the event Grantee fails or neglects to maintain, or require its contractor to procure and maintain, as applicable, the insurance required by this Section, then Grantor shall have the right, but not the obligation, upon giving the Grantee reasonable notice of its election to do so, to take out and maintain such insurance at the expense of the Grantee, and in such event the cost of such insurance shall be paid for by the Grantee promptly upon receipt of an invoice covering such charges.

12) Notices. Except as otherwise permitted herein, any notice or other communication relating to this Easement must be in writing and shall be deemed given (i) when delivered personally, or (ii) on the first business day which is three (3) days following mailing by certified mail, return receipt requested and postage prepaid, or (iii) the next business day after sending by a nationally recognized overnight delivery service, and addressed to the party at its respective address as follows:

If to Grantee:
Chalk Bluffs Wind, LLC
9950 S Power Plant Rd, Sandy, UT 84092, US.
Email: Christine Mikell christine@enyo-energy.com

If to Grantor:
Real Estate Services Manager City of Fort Collins
Mailing Address:
P.O. Box 580
Fort Collins, CO 80522-0580
Email: RealEstateServices@fcgov.com
Hand Delivery:
300 Laporte Avenue, Building B, Fort Collins, CO 80521

With a copy to:
City Attorney's Office City of Fort Collins Mailing Address:
P.O. Box 580
Fort Collins, CO 80522-0580
Hand Delivery:
300 Laporte Avenue, Building A, Fort Collins, CO 80521

Where permitted by this Easement, notification by telephone or email shall be to the following contacts:

If to Grantee:
Chalk Bluffs Wind, LLC
9950 S Power Plant Rd, Sandy, UT 84092, US.
Email: Christine Mikell christine@enyo-energy.com

If to Grantor:
City of Fort Collins, Wastewater Utility
Director of Plant Operations, Water Reclamation Biosolids
(970) 221-6900

Either party may change its contact information at any time by providing written notice to the other party.

13) Default and Litigation Expenses. If a party to this Easement is in default in performance of its respective obligations hereunder, the other party has the right to an action for specific performance or damages or both. Prior to proceeding with any such action, the party not in default must first send written notice to the defaulting party specifying the default and affording such party a reasonable period to cure the default. In the event a party defaults in any of its covenants or obligations and the party not in default commences and substantially prevails in any legal or equitable action against the defaulting party. the defaulting party expressly agrees to pay all reasonable expenses of the litigation, including a reasonable sum for attorneys' fees or similar costs of legal representation.

14) Assignment. Grantee may not assign its rights under this Easement without the prior written consent of the Grantor, which shall not be unreasonably withheld, conditioned, or delayed.

15) Additional Terms and Conditions.

a. Whenever used herein, the singular number includes the plural, the plural the singular; and the use of any gender is applicable to all genders.

b. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto, their personal representatives, successors and assigns.

c. The parties intend and agree that this Easement is to be construed and enforced according to the laws of Colorado, that venue in any proceeding related to the subject matter of this Easement will be in Larimer County, Colorado, and that this Easement is binding upon the parties hereto and their trustees, heirs, personal representatives, successors and assigns.

d. If any term of this Easement is determined by any court to be unenforceable, the other terms of this Easement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Easement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.

IN WITNESS WHEREOF, the Grantee has hereunder set its hand and seal the day and year first above written; and the Grantor has caused this Easement and Agreement to be executed by its Mayor, attested to by its City Clerk, and its corporate seal to be hereunto affixed, all pursuant to

Ordinance No.###, 2026, passed on final reading by the City Council of the City of Fort Collins on the ### day of June, 2026.

[Signatures begin on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date signed.

GRANTEE:

CHALK BLUFFS WIND, LLC, a Colorado corporation

Date: _____

_____
NAME, TITLE

ATTEST:

_____
NAME, TITLE

GRANTOR:

THE CITY OF FORT COLLINS, Colorado,
a municipal corporation

Date: _____

_____
Emily Francis, Mayor

ATTEST:

_____
Delynn Coldiron, City Clerk

APPROVED AS TO FORM:

_____
April Silva, Assistant City Attorney

EXHIBIT A
Grantor's Property
(Page 1 of 1)

Property Description:

142.6 acres, more or less, located in Section 20, Township 12 North, Range 67 West, 6th P.M., Weld County, Colorado, being more particularly described in that certain Patent from Colorado State Land Commission to the City of Fort Collins, dated November 7, 1993, recorded in Book 1415, Page 1722, at Reception No. 02362991, Clerk and Recorder's Records, Weld County, Colorado.

Location Address:

Unaddressed

Assessor Parcel Number:
005120400010

Map:

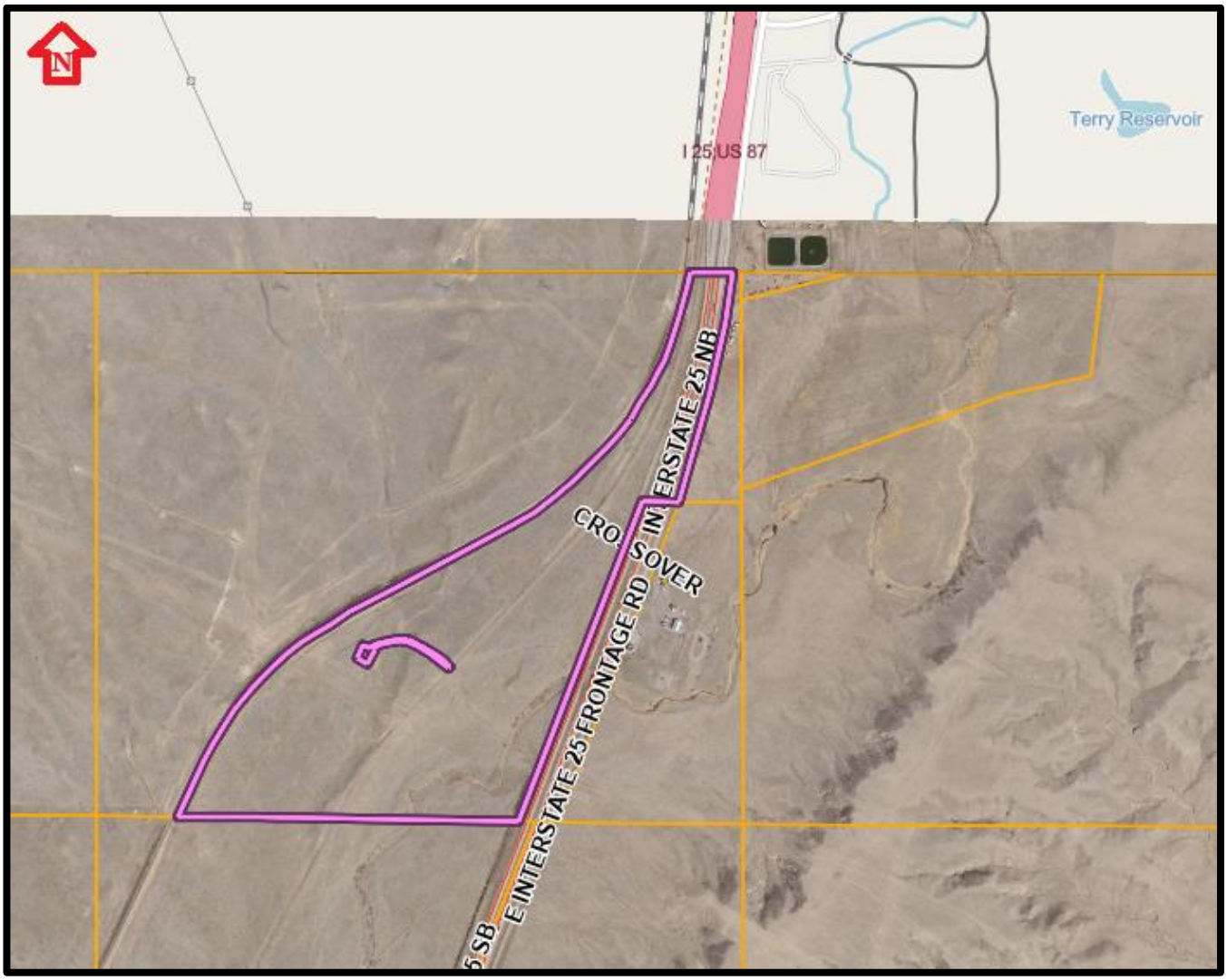
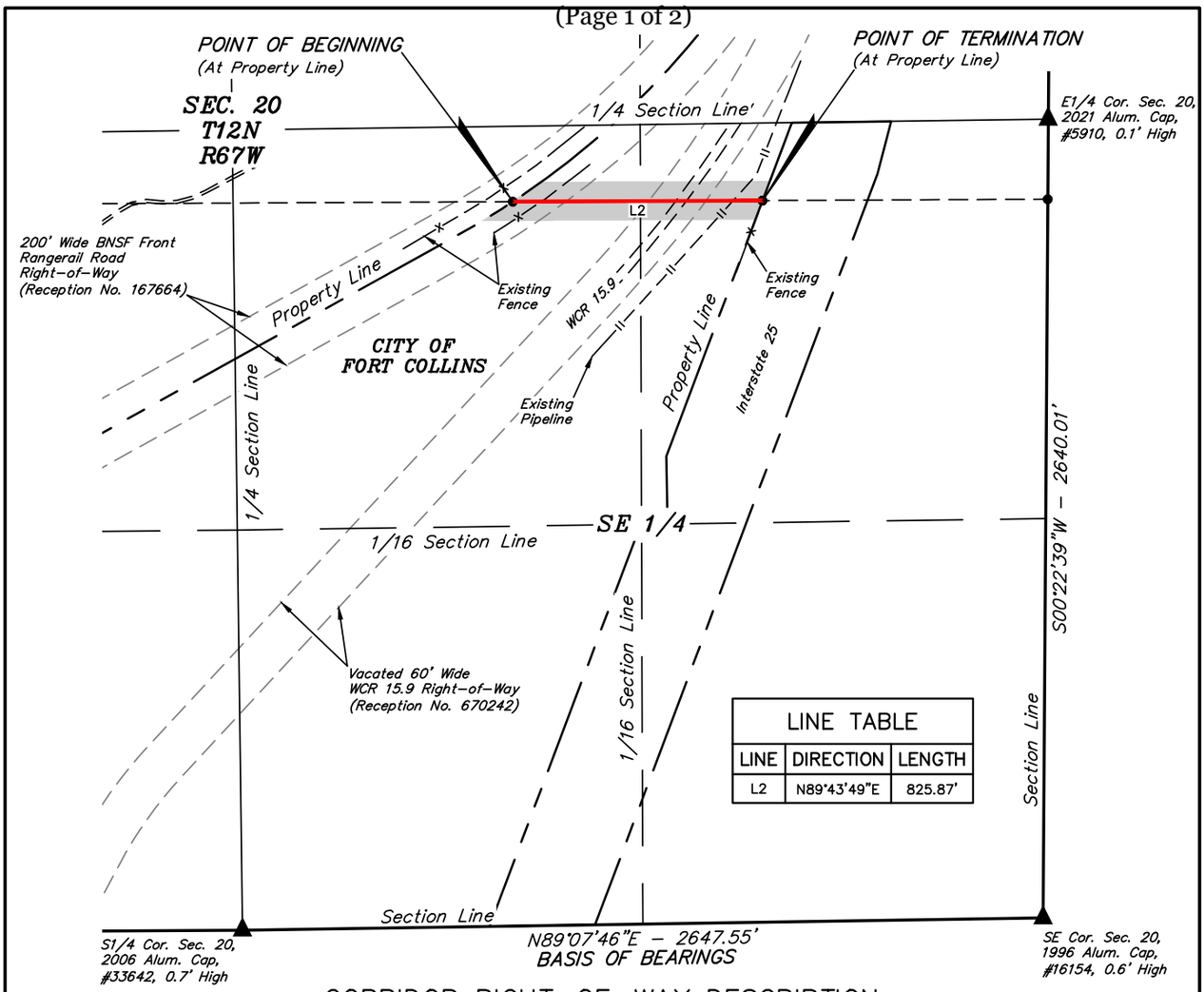


EXHIBIT B Easement Area
(Page 1 of 2)

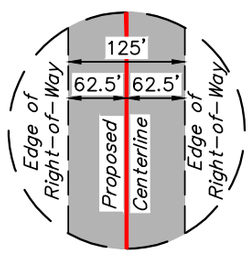


LINE TABLE		
LINE	DIRECTION	LENGTH
L2	N89°43'49"E	825.87'

CORRIDOR RIGHT-OF-WAY DESCRIPTION

A 125' WIDE RIGHT-OF-WAY 62.5' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 20, T12N, R67W, 6th P.M., FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 20 BEARS N89°07'46"E 2647.55', THENCE N20°21'57"E 2568.17' TO A POINT ON THE CENTERLINE OF THE BNSF FRONT RANGE RAILROAD IN THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 20 AND THE POINT OF BEGINNING; THENCE N89°43'49"E 825.87' TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 25 IN THE NE 1/4 OF SE 1/4 OF SAID SECTION 20 AND THE POINT OF TERMINATION, WHICH BEARS N35°29'31"E 2961.84' FROM THE SOUTH 1/4 CORNER OF SAID SECTION 20. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. ALL BEARINGS, DISTANCES, AND AREAS ARE GRID BASED ON COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983. CONTAINS 2.370 ACRES MORE OR LESS.



TYPICAL RIGHT-OF-WAY DETAIL
NO SCALE

ACREAGE / LENGTH TABLE		
FEET	RODS	ACRES
825.87	50.05	2.370

▲ = SECTION CORNERS LOCATED.

POINT OF BEGINNING BEARS N20°21'57"E 2568.17' FROM THE SOUTH 1/4 CORNER OF SECTION 20, T12N, R67W, 6th P.M.

POINT OF TERMINATION BEARS N35°29'31"E 2961.84' FROM THE SOUTH 1/4 CORNER OF SECTION 20, T12N, R67W, 6th P.M.

CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR 28285

REGISTERED LAND SURVEYOR
REGISTRATION NO. 28285
STATE OF COLORADO

05-12-25

NOTES:
- Basis of Bearings are Grid Bearings based on Colorado State Plane Coordinate System, North Zone, NAD83.
- Distances & Acres shown are based on Grid distances.

N

ENYO RENEWABLE ENERGY

CHALK BLUFFS WIND GEN-TIE CORRIDOR RIGHT-OF-WAY ON CITY OF FORT COLLINS LANDS SECTION 20, T12N, R67W, 6th P.M. WELD COUNTY, COLORADO

SURVEYED BY	J.C., G.W., O.R.	04-22-25	SCALE
DRAWN BY	B.D.H.	05-08-25	1" = 500'
FILE:	E-10201-B		

CORRIDOR RIGHT-OF-WAY

UINTAH ENGINEERING & LAND SURVEYING

UELS, LLC
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017

EXHIBIT B
Easement Area
(Page 2 of 2)

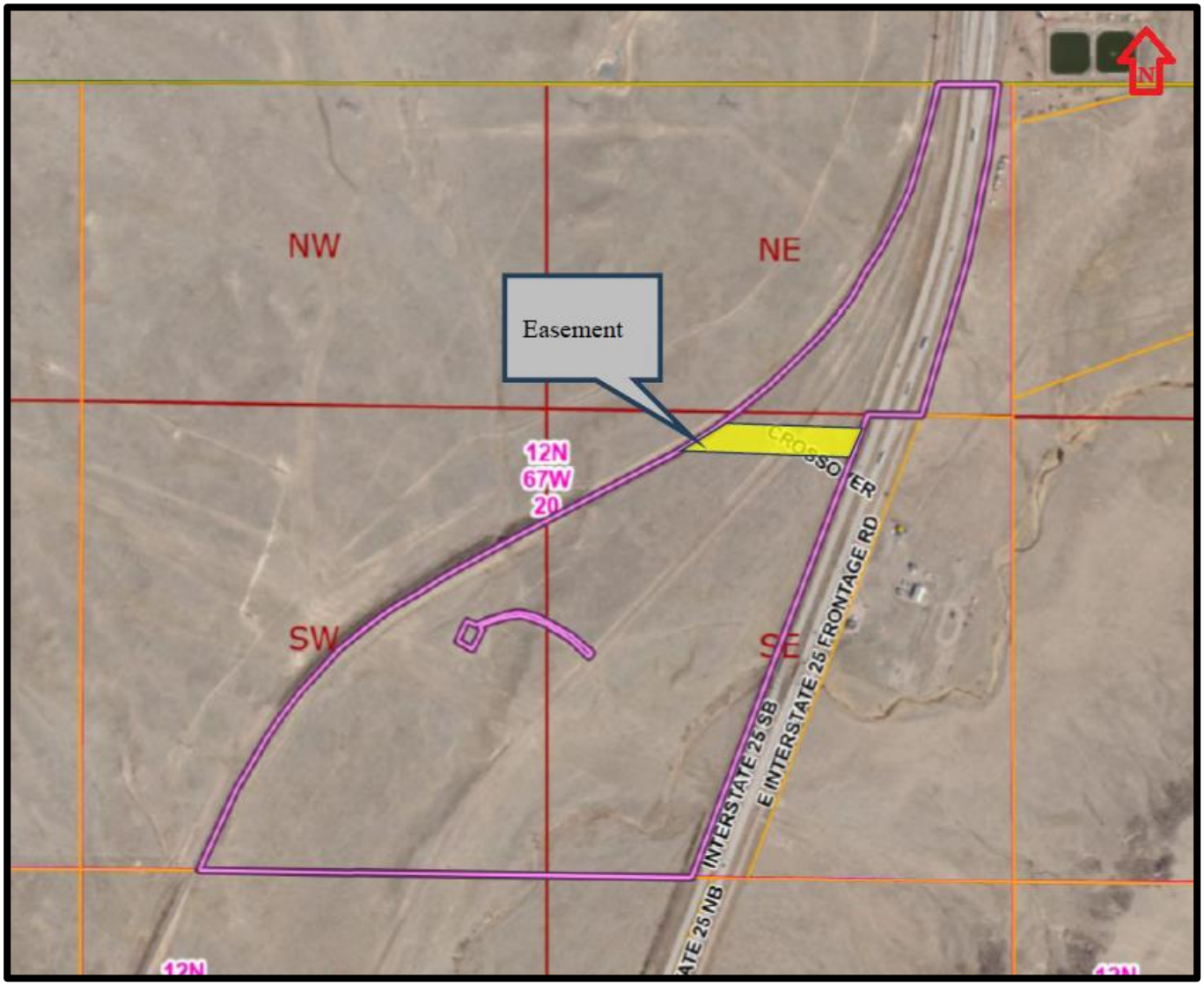


EXHIBIT C

Routine Activities

Twice Per Year: Performance of a detailed line patrol accessing each structure, generally with a pick-up truck or medium size service truck, for a visual inspection using established roads where- possible. If a vegetation management concern or a transmission hardware or insulator issue is • found, Grantee, with a contractor, would need to re-access the affected towers and generally with a large bucket truck and service truck accompanying it.

Five Year Maintenance Activities: Full easement access needed to each tower, generally with a small service truck and a large bucket truck to tighten hardware and make any needed repairs.

Emergency Repairs: Generally need access with a medium size service truck and possibly two large bucket trucks, and a crane truck as needed.

Annual Aerial Inspection: An aerial inspection of the entire transmission line will be performed once each year by helicopter. The inspection shat) take place during the summer months, typically in July.

EXHIBIT D

Best Management Practices

Introduction

These Best Management Practices are the various resource protection standards that are required as conditions of the Easement for the protection or restoration of natural resource values.

These Best Management Practices shall be included as notes on the approved construction plans for the Improvements. Grantee shall further provide copies of these Best Management Practices to all contractors who will be doing work for the Grantee within the Easement Area.

Grantee is responsible for completing, or requiring its contractors to complete, each of the following conditions that the City determines is applicable to the Grantee's project:

Plans and Permits

Prior to starting any construction on the Improvements:

1) Submit final plans to the City and ensure that they have been approved and signed on behalf of the City. Confirm that all permanent and temporary easements have been approved by City Council and that the easement documents have been signed by both parties and recorded at the County Clerk's Office. Plans must include: I '-2' contours; property lines with adjoining property ownership shown; all wetlands; streams; ditches; riparian areas; wildlife and rare plant and plant community information; all existing and proposed man-made structures; all existing utilities; all needed easements for access, construction staging areas, and construction (limits of disturbance); construction plans and profiles; restoration plans; and general notes stating all construction and restoration requirements.

2) Perform field investigations and surveys as outlined herein or requested in writing by the City.

3) Develop an erosion control plan. This plan must comply with the City's Storm Drainage Design Criteria and Construction Standards. Ensure that the erosion control plan has been approved and signed by the City.

Construction Coordination and Acceptance

4) Arrange for the City's designated representative to attend the pre-construction meeting to meet the contractors, discuss the importance of the Best Management Practices, discuss and approve the construction schedule and establish lines of communication to be used during construction.

5) Maintain ongoing communication with the City's representative during construction to communicate progress, changes in schedule, problems, and periodic inspections.

6) Once the Improvements have been completed, arrange for the City's representative to inspect the Easement Area to verify that the Improvements were completed and the Easement Area restored according to the applicable plans and agreements. Once the City accepts the restoration work, the City will generally take over the vegetation maintenance, per the specific terms of the easement agreement.

7) Provide the City with Drawings of Record within sixty (60) days after the completion of the Improvements.

Wildlife

8) General Raptor Mitigation Measures

   a. Prior to ground disturbing activities, consult with Colorado Parks and Wildlife and the City to determine locations of raptor nesting and roosting sites. If requested, conduct surveys necessary to determine nest and roost locations.

   b. Provide raptor survey data for incorporation into the DPW raptor database

   c. Consult with and implement DPW recommendations regarding raptor protection measures including seasonal timing restrictions and recommended buffer zones.

   d. Avoid disturbance of raptor nesting habitat during the breeding season (variable by species - January 1 to July 15).

   e. Avoid impacts to raptor roost sites during the wintering period (variable by species - November 15 to April 1).

   f. Survey suitable habitat (cliffs, large trees, snags) within I mile of the Easement Area for raptor nests.

   g. Site the Easement Area based on suitable buffer zones, and/or place sufficient seasonal limitations on construction activity to protect the nest site.

   h. Modify above-ground electrical transmission line in those locations generally shown in Appendix l to reduce avian impacts, electrocution potential and perching, with specific siting and design of such deterrents to be determined between the Grantor's Natural Areas Department and Grantee.

   i. Use steel monopole structures in lieu of wooden H-frame structures.

9) Bald Eagle

a. Surveys are required prior to any operation unless species occupancy and distribution information is complete and available. All surveys must be conducted by qualified individual(s) and be conducted according to current acceptable protocol.

b. No surface occupancy (beyond that which historically occurred in the area) within 0.25 mile of any active or historic bald eagle nest site.

c. No human disturbance or construction activity within 0.5 mile of any active bald eagle nest from November 15 to July 3 I. Activity within 0.5 mile of bald eagle nest sites would be best conducted between August I 5 and October 15.

d. No surface occupancy or construction within 0.25 mile of any active bald eagle winter night roost site, where there is no direct line of sight to the roost, between December 1 and February 28 and within 0.5 mile of any active bald eagle winter night roost site, where there is a direct line of sight to the roost, between December I and February 28.

e. No human disturbance within 0.5 mile of any active bald eagle winter roost site from November 15 to March 15 except for periodic visits such as maintenance and monitoring. Maintenance and monitoring work within the buffer zone after development should be restricted to the period between 10:00 a.m. and 2:00 p.m.

f. No human disturbance within any mapped winter concentration areas between November 15 and March 15.

g. Avoid potentially disruptive activities or permanent above-ground structures in the bald eagles' direct flight path between their nest and roost sites and important foraging areas.

10) Ferruginous Hawk

a. No surface occupancy (beyond that which historically occurred in the area) within 0.5 mile of active nest sites and associated alternate nests.

b. No human encroachment or construction activity within 0.5 mile of any active ferruginous hawk nest or alternate nest site from February 1 to July 15.

11) Golden Eagle

a. No surface occupancy (beyond that which historically occurred in the area) within 0.25 mile of any active golden eagle nest site.

b. No human encroachment or construction activity within 0.5 mile of any active golden eagle nest from December 15 to July 15.

12) Peregrine Falcon and Prairie Falcon

a. No surface occupancy (beyond that which historically occurred in the area) within 0.5 mile of any active or historic peregrine or prairie falcon nest site.

b. No human encroachment or construction activity within 0.5 mile of any active peregrine or prairie falcon nest site from March 15 to July 31.

13) Burrowing Owl

a. Follow recommended survey protocol and actions to protect nesting burrowing owls. Survey active and inactive prairie dog colonies for presence of burrowing owls when construction will occur between March 1 and October 31.

b. Do not create any surface disturbance within 300 feet of any active burrowing owl nest site between March 1 and August 15.

c. Follow recommended survey protocol and actions to protect nesting burrowing owls. No human encroachment or surface disturbance within 300 feet of nesting burrows from March 1 to August 15.

14) Swainson's Hawk

a. No surface occupancy (beyond that which historically occurred in the area) within 0.25 mile of any active or historic Swainson's Hawk nest.

b. No human encroachment or construction activity within 0.25 mile of any active Swainson's hawk nest from April 1 to July 15.

15) Black-footed ferrets. If construction will be taking place in or through an area that contains or may contain black-tailed prairie dogs a survey is required to determine the presence of black-footed ferrets. Contact the City of Fort Collins Natural Areas Department at least 90 days prior to any construction activities. Natural Areas will survey the colony and if any black-footed ferret is found, the City will work to relocate the animal. No impacts can occur within an active black-tailed prairie dog colony between February 1 through July 31.

16) Black-tailed prairie dogs: If construction will take place in or through an area that contains or may contain black-tailed prairie dogs follow the protocol outlined in item 10. If the impact occurs between August 1 and January 31, any prairie dogs within the construction area can be relocated through accepted passive relocation techniques. However, relocation of prairie dogs can only occur after the City has surveyed and relocated black-footed ferrets from the construction area. Relocation of prairie dogs between February 1 and July 31 is not permitted.

17) Mountain Plover:

a. Survey suitable nesting habitat proposed for development during the appropriate season. Flag active nests and apply the seasonal restriction described below.

b. For surface disturbing activities, surveys will be conducted within suitable plover habitat by a qualified biologist in accordance with USFWS 1999 guidelines. Plover surveys will be conducted during early courtship and territorial establishment. Throughout the breeding range, this period extends from approximately mid-April through early July.

c. Sites must be surveyed 3 times between the April IO and July 10 period, with each survey separated by at least 14 days.

d. No surface occupancy within 300-feet of active mountain plover nest sites until young are hatched and independent of nest.

e. No surface occupancy within an identified staging area plus a 200-meter buffer

f. No human encroachment within 0.25 miles of an active nest from April 1 to May 15.

g. Set work scheduled and shift changes to avoid periods of 30 minutes before and after sunrise and sunset in June and July.

h. Limit speed within 0.50 miles of nesting areas to 25 mph or less from March 15 to July 31

i. Locate roads outside of plover nesting areas.

18) McCown's Longspur

a. Limited surface occupancy within an identified core area plus a 450-foot buffer.

b. Maintain noise levels at or below 49dB from April 1 to June 30

19) Chestnut Collard Longspur

a. No surface occupancy within identified breeding areas plus a 300-foot buffer

b. Maintain noise levels at or below 49dB from April 1 to June 30

20) Lark Bunting

a. Limited occupancy within any identified core area plus a 450-foot buffer

b. Maintain noise levels at or below 49 dB from April 1 to June 30

21) Perform the wildlife surveys described below, notify the City of the survey results and obtain approval of construction schedule prior to starting construction. These surveys may be done several months prior to construction, but if done more than 30 days prior to construction they must be performed again within 30 days prior to the start of construction to verify results.

a. The Easement Area may contain den sites for swift foxes. Conduct surveys to determine if swift fox are denning in the Easement Area and avoid surface disturbance within 0.25 miles while young are den dependent (March 15 to June 15). Limit vehicle speeds to 25 mph or less to minimize mortality from vehicle collisions on roads.

b. The Easement Area may contain den sites for coyotes. Conduct surveys to determine if any coyotes are denning within 300 feet of the limits of development. Contact the City if any den sites are located.

c. The Easement Area may contain den sites for badgers. Conduct surveys to determine if any badgers are denning within 300-feet of the limits of development. Contact the City if any den sites are located.

<u>Rare Plants and Plant Communities</u>

22) Grantee will consult with the City to determine plant species and plant communities of concern in the Easement Area.

23) Surveys will be performed by a qualified field botanist. Surveyors must include in their report a dated photograph of the plants taken at nearby locations to show flowering status at the time of surveys.

24) Plant surveys will be conducted in all suitable habitats within 200 meters of the proposed disturbance areas for all plant species and plant communities of concern.

25) Surveys for occupied habitat will be performed prior to any ground disturbance, including staking of the site. Surveys will take place when the plants can be positively identified, and during the appropriate flowering season.

26) For linear features such as roads and transmission lines, surveys will extend at least I 00 meters beyond the edge of the proposed ground disturbance in each direction.

27) Avoid federally listed species and those rated as globally or critically imperiled (GJ or G2) by the Colorado Natural Heritage Program.

28) Minimize impacts within 300 feet of a rare plant occurrence.

Other Species

29) No surface impacts within 600 feet from the high-water mark of creeks and streams occupied by Iowa Darter (Etheostoma exile).

Cultural Resource Protection

30) A Class III cultural resources survey, conducted by a qualified archaeologist approved by the City and Office of Archaeology and Historic Preservation, will be required for all areas proposed for surface disturbance that have not been previously surveyed.

31) Historic properties (previously known or discovered during the inventory) considered eligible for the National Register of Historic Places (NRHP) will be avoided.

32) The Grantee and their contractors will inform their emp1oyees about relevant state and federal regulations intended to protect cultural resources. Equipment operators will be informed that if a site is uncovered during construction, activities in the vicinity immediately will cease, and the City will be notified.

33) The Grantee and its contractors shall avoid or minimize impacts to any area identified during the Class III inventory as having a high probability of encountering potentially significant sub-surface archaeological sites.

a. If avoidance is not possible, a qualified archaeologist will be required to monitor surface disturbance during construction.

b. All major excavations will be made accessible to archaeological inspections during construction in these areas.

c. Grantee and its contractors will halt construction activities in the area of concern if previously undetected cultural resource properties are discovered during construction.

d. If a significant surface or sub-surface archaeological site is discovered during construction, the Grantee will be responsible to mitigate the disturbance to the cultural property through an approved data recovery plan.

34) Paleontological Resources: Any significant fossils or localities previously known or discovered during the survey will be avoided by the permitted activity.

a. Significant fossils or localities previously known or discovered during the survey will be avoided by permitted activity.

b. All major excavations will be made accessible to paleontological inspections and geologic research by a qualified geo-archeologist.

c. The Grantee will bear the cost of any required paleontological appraisals, surface collection of fossils, or salvage of any large conspicuous fossils of significant scientific interest discovered during the operation.

Range Protections

35) The Grantee will coordinate with the City's livestock operators on an annual basis or more frequently as needed to discuss (1) the annual grazing plan, (2) concerns identified by the City or livestock operator along with any agreed-upon corrective actions, and (3) planned energy development and operations during the grazing season. This meeting will occur at least 60 days prior to the start of the annual grazing plan.

36) All gates within the Easement Area will be left as they are found (i.e., open gates will be left open, closed gates will be closed).

37) Where access requires the disruption of an existing fence, consult with the City to determine an appropriate solution.

38) Removal or alteration of existing range improvements will be prohibited unless prior approval is obtained from the City.

39) Grantee personnel and contractors will be instructed to minimize contact with, and avoid harassment of, livestock.

40) Gates will be used for crossing fences wherever practical. If a fence must be crossed by a vehicle at a location other than an existing gate, contact with the appropriate City personnel will be made before any activity is started at any fence crossing location and specified procedures will be followed.

41) All range improvements (stock water tanks, pipelines, corrals, etc.) should be avoided by 500 feet unless no other alternative is available and impacts can be avoided or mitigated.

Field Demarcation

42) Install temporary fencing (orange construction fencing, poly rope etc.) or other marker approved by the City to clearly identify the limits of disturbance within the Easement Area. Do not begin any construction activities until the City's representative has approved the field demarcation.

43) Post temporary signs informing the public that this is the Grantee's project and indicating the purpose of the project and the Grantee's phone number. Signs must be posted at the locations designated by the City.

Erosion Control

44) Have erosion control measures in place and approved by a City representative prior to any construction.

Grading Construction

45) For areas with native vegetation, strip topsoil in all areas of excavation to a depth of 8 inches and stockpile separately. Wetland and upland soils must be stockpiled separately from each other. Place the topsoil in an 8-inch layer on top of the subsoil in the corresponding zone immediately following the completion of construction.

46) Maintain a safe work area and protect the safety and welfare of Grantee's employees, contractors or subcontractors, and the general public, including without limitation providing barricades and safety fences around excavations and drop-offs left open at the end of a workday. Safety precautions must be in compliance with all applicable laws, rules and regulations.

47) Areas within the limits of disturbance that have been driven over, compacted or rutted by equipment must be scarified to a depth of 8" and regraded to original grade and contours.

48) Meet with the City's representative to discuss and get approval of the final grading and the seeding/mulching process prior to reseeding. Seed all disturbed and topsoiled areas with a seed mix of native species provided by the City from Soapstone Natural Area and/or Meadow Springs Ranch. In most cases the salvaged topsoil will provide the seedbank needed for restoration and no additional seeding will be needed. If additional seed is required for post-construction restoration, the City will suggest and approve a commercially acquired seed mix purchased by the Grantee. The City will be responsible for ongoing vegetation management, including weed control, mowing, and reseeding, as needed, in areas disturbed and restored in accordance with this paragraph and paragraphs 45 and 47. The cost for the City to perform the vegetation management over the next five to ten years is calculated to be three thousand dollars ($3,000.00) per acre of disturbance. The Grantee will provide documentation including a map of disturbed areas and the number of acres that are subject to this provision no later than thirty (30)

days after the completion of transmission line construction. The City will review the documentation and approve the total acreage subject to this provision, and such approval shall not be unreasonably withheld. Grantee shall make payment to the City no later than fifteen (15) business days after approval of the total acreage.

Any requirements listed above that are not completed in a timely manner may be corrected by the City at the Grantee's expense. The City will bill the Grantee for the cost of the correction plus management costs.

File Attachments for Item:

6. Second Reading of Ordinance No. 066, 2026, Amending the Code of the City of Fort Collins Regarding Organizational Structure, Service Areas, and Related Definitions.

This Ordinance, unanimously adopted on First Reading on June 2, 2026, amends City Code to update and modernize the organizational structure of the City, including the creation of Transportation Services as a new service area, consolidation of Sustainability and Planning and Development functions, renaming of the Financial Services, clarification of City Manager authority over organizational structure, and other related Code revisions to align terminology and reporting relationships with current operations.

Following First Reading, a correction was made in the language of Code Section 2-500 and the corrected version was published in advance of Second Reading, as required.

June 16, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Teresa Roche, Chief Human Resources Officer
Carrie Daggett, City Attorney

SUBJECT

Second Reading of Ordinance No. 066, 2026, Amending the Code of the City of Fort Collins Regarding Organizational Structure, Service Areas, and Related Definitions.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on June 2, 2026, amends City Code to update and modernize the organizational structure of the City, including the creation of Transportation Services as a new service area, consolidation of Sustainability and Planning and Development functions, renaming of the Financial Services, clarification of City Manager authority over organizational structure, and other related Code revisions to align terminology and reporting relationships with current operations.

Following First Reading, a correction was made in the language of Code Section 2-500 and the corrected version was published in advance of Second Reading, as required.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

The City periodically reviews and updates its organizational structure to ensure it reflects current operations, service delivery priorities, and leadership accountability. This Ordinance makes several related amendments to the Code to accomplish this.

Key changes include:

(1) deleting the definition of “division” from the general definitions section;

(2) clarifying the City Manager’s authority to establish organizational units, departments, and reporting relationships;

(3) creating Transportation Services as a new, standalone service area;

(4) renaming and reorienting Community Development, Housing and Sustainability Services to reflect updated functions;

(5) renaming Financial Services area to Financial and Strategic Services;

(6) updating language in Division 2 (about the City Clerk) and Division 3 of Article V for consistency, clarity and gender neutrality;

(7) removing the former Sustainability Services section, with those functions redistributed to other service areas;

(8) updating provisions in Chapter 22 (about special improvement districts) and Chapter 23 (about right-of-way obstructions and encroachments) to reflect the service area changes described above; and

(9) replacing the term “Service Unit” with “Department” in Chapter 23, Articles IX and X, for consistency.

These changes align the Code with the organizational structure being implemented by the City Manager, support clarity of service delivery and accountability, and reflect updates to gender-neutral language consistent with City practice.

CITY FINANCIAL IMPACTS

None. This Ordinance amends the Code to reflect organizational structure changes and does not create new financial obligations.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS / LINKS

First Reading attachments available in June 2, 2026, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 066, 2026

ORDINANCE NO. 066, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING THE CODE OF THE CITY OF FORT COLLINS REGARDING
ORGANIZATIONAL STRUCTURE, SERVICE AREAS AND RELATED DEFINITIONS

A. Under Article II, Section 5 of the City Charter, City Council has the power to establish, change, consolidate or abolish administrative offices, service areas or agencies of the City by ordinance, upon report and recommendation of the City Manager, so long as the administrative functions and public services established by the Charter are not abolished in any such reorganization; and

B. The organizational structure of the City is contained in Chapter 2, Article V of the City Code, and Division 3 of Article V establishes the service areas of the City.

C. The City Manager periodically reviews and evaluates the City's organizational structure to ensure it reflects the desired operational efficiencies and service delivery outcomes, as well as leadership accountabilities.

D. Based on that review, the City Manager is recommending the changes set out in this Ordinance, which include:

(1) Revising the terminology used to refer to organizational levels, including elimination of references to "division" and "service unit", while retaining focus on service areas and departments;
(2) Clarifying the City Manager's authority to establish organizational units of various levels, consistent with the approved service area delineations;
(3) Establishing a new Transportation Services service area;
(4) Establishing a service area combining the Sustainability Services service area with Community Planning and Development Services (previously part of the Planning, Development and Transportation Services service area) in a new service area called Community Development, Housing and Sustainability Services;
(5) Renaming Financial Services service area to Financial and Strategic Services;
(6) Updating language in Division 2 and Division 3 of Article V for consistency, clarity and gender neutrality;
(7) Removing the former Sustainability Services service area;
(8) Updating provisions in Chapter 22 (about special improvement districts) and Chapter 23 (about right-of-way obstructions and encroachments) to reflect the service area changes described above; and
(9) Replacing the term "service unit" with "department" in Chapter 23, Articles IX and X (about Natural Areas and Parks regulations) for consistency.

E. The Council supports the organizational changes recommended by the City Manager and set out in this Ordinance and finds the changes are 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. Section 1-2 of the Code of the City of Fort Collins, regarding Definitions, is hereby amended so as to delete the definition of “division”.

Sec. 1-2. Definitions; rules of construction.

In the construction of this Code and of all ordinances, the following definitions and rules of construction shall apply unless such construction would be inconsistent with the manifest intent of the City Council:

. . .

Section 2. Section 2-494 of the Code of the City of Fort Collins is hereby amended so as to read in its entirety as follows:

Sec. 2-494. Office of the City Clerk; duties of the City Clerk.

The Office of the City Clerk shall be under the direction of the City Clerk, who shall be appointed in accordance with Article II, Section 12 of the Charter and who shall be directly responsible to the City Manager or their designee for giving notice of City Council meetings; keeping a journal of City Council proceedings; authenticating by their signature, and permanently recording in full, all ordinances and resolutions; and performing all other duties required by the Charter, this Code or the City Manager.

Section 3. Chapter 2, Article V, Division 3 of the Code of the City of Fort Collins is hereby amended to read as follows:

Division 3. Service Areas

Sec. 2-499. City Manager authority.

The City Manager shall have the authority to establish such departments, divisions, offices and other organizational units for the administration and provision of services by the City, to determine reporting relationships and organizational structure, and to assign such functions and duties within the organization, as may be consistent with this Article V.

Sec. 2-500. Community Development, Housing and Sustainability Services.

Community Development, Housing and Sustainability Services is hereby created as a service area of the City. Community Development, Housing and Sustainability Services shall be in the charge of a Director who shall be assigned said role by and shall be directly responsible to the City Manager or their designee for the functions and duties necessary to provide and carry out the following:

(1) community planning and development services;

(2) environmental services;

(3) economic health and urban renewal services;

(4) housing and community vitality, and

(5) such other services and functions as assigned may be deemed appropriate by the City Manager.

The Director of Community Development, Housing and Sustainability Services shall have control and supervision over such agencies, departments, offices or other organizational units, or persons, as may be deemed appropriate by the City Manager.

Sec. 2-501. Financial and Strategic Services.

Financial and Strategic Services is hereby created as a service area of the City. Financial and Strategic Services shall be in the charge of a Chief Financial Officer who shall be assigned said role by and shall be directly responsible to the City Manager or their designee for the functions and duties of the Financial Officer as provided in Article V, Part III, Section 22 of the Charter, and other services and functions as assigned, and who shall have control and supervision over such services and functions, agencies, departments, offices or other organizational units, or persons, as may be deemed appropriate by the City Manager.

Sec. 2-502. Community Services.

Community Services is hereby created as a service area of the City. Community Services shall be in the charge of a Director who shall be assigned said role by and shall be directly responsible to the City Manager or their designee for the functions and duties necessary to provide cultural, parks, natural areas, and recreation services, and other services and functions as assigned, and who shall have control and supervision over such services and functions, agencies, departments, offices or other organizational units, or persons, as may be deemed appropriate by the City Manager.

Sec. 2-503. Police Services.

(a) Chief; duties. Police Services is hereby created as a service area of the City. Police Services shall be under the immediate supervision and control of the Chief of Police, who shall be assigned said role by and shall be directly responsible to the City Manager or their designee for the functions and duties necessary to preserve the public peace, prevent crime, apprehend criminals and protect the rights of persons and property through the enforcement of the penal laws of the State, all ordinances and regulations of the City, and the provisions of the Charter, and other services and functions as assigned by the City Manager. The Chief of Police shall also perform such other duties and functions as the City Manager may prescribe for the public peace and safety and the protection of property, including the property of the City within and without the corporate limits, and shall cooperate with local, state and federal law enforcement officials.

. . .

Sec. 2-504. Utility services; duties of Utilities Executive Director and City Manager.

(a) Utility services shall be and is hereby created as a service area of the City.

(b) Except as provided in paragraph (c) below, utility services shall be in the charge of the Utilities Executive Director who shall be assigned said role by and shall be directly responsible to the City Manager or their designee for the functions and duties of utility services, including, without limitation, the functions and duties necessary to provide for the design, construction, reconstruction, addition, repair, replacement, operation and maintenance of the City's electric, water, wastewater and stormwater utilities services, excluding telecommunications services, and who shall have control and supervision over such services and functions, agencies, departments, offices or other organizational units, or persons, as may be deemed appropriate by the City Manager.

(c) The City Manager or their designee shall have the direct responsibility and authority to administer and supervise all functions and activities related to the provision of telecommunication facilities and services, as this term in defined in § 7(f) of Charter Article XII by the telecommunication services division of the electric utility. In exercising this authority, the City Manager or their designee, including but not limited to a Broadband Executive Director, may assign to other employees such duties, assignments and functions as they determine necessary for the proper and efficient administration of the telecommunication services division of the electric utility in providing telecommunication facilities and services.

Sec. 2-505. Information and employee services.

Information and Employee Services is hereby created as a service area of the City. Information and Employee Services shall be in the charge of a Director who shall be assigned said role by and shall be directly responsible to the City Manager or their designee for the functions and duties necessary to provide administrative and other

internal services, such as communications, management information and human resources services, to the City, and other services and functions as assigned, and who shall have control and supervision over such agencies, departments, offices or organizational units, or persons, as may be deemed appropriate by the City Manager.

Section 4. Section 2-506 of the Code of the City of Fort Collins, entitled "Sustainability services," is hereby deleted and replaced with a new Section 2-506, entitled "Transportation services," to read as follows:

Sec. 2-506. Transportation Services.

Transportation Services is hereby created as a service area of the City. Transportation Services shall be in the charge of a Director who shall be assigned said role by and shall be directly responsible to the City Manager or their designee for the functions and duties necessary to provide and carry out transportation and transportation-related facilities and services and such other services and functions as may be assigned, and who shall have control and supervision over such agencies, departments, offices or organization units, or persons, as may be deemed appropriate by the City Manager.

Section 5. Section 22-31 of the Code of the City of Fort Collins is hereby amended to add a definition of the term "Director" to read as follows:

Sec. 22-31. Definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Section:

. . .

Director shall mean the Director of Transportation Services or their designee.

. . .

Section 6. Section 22-33 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 22-33. - Designation of officers to supervise improvements.

All local improvements shall be constructed under the general direction and control of the City Manager and in the immediate charge, direction and supervision of the Director and, if applicable, the Utilities Executive Director or other officer designated for such purpose in accordance with maps, plans and specifications adopted by the City Council. The work of construction may be by independent contract or by the City as determined by the City Council.

Section 7. Section 22-35 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 22-35. - Method of initiating improvements.

(a) A public work or improvement, the cost of which in whole or in part is to be assessed by the City against the property specially benefitted, may be initiated by the City Council on recommendation of the Director or on petition of the property owners affected.

(b) In improvements to be initiated by the City Council, the City Council after receiving a recommendation from the Director shall adopt a resolution which shall state the need and the nature and location of the improvements without mentioning minor details and shall describe the area to be assessed for the improvements by boundaries or other brief description. The resolution shall direct the Director to prepare and present to the City Council the following:

. . .

(c) In improvements to be initiated by petition of property owners, the petition shall be on a form to be supplied by the City. The petition shall be subscribed by the owners of at least one-third (⅓) of the frontage to be assessed for improvements to streets including streetlighting and by the owners of at least one (1) percent of the area of the property to be assessed for any other improvements. The City Council may, by resolution, adopt policies to be used in the review of such petitions. Upon receiving a petition, and after review of the same, the City Council may adopt a resolution which shall state the nature and location of the improvements and describe the area to be assessed for the improvements by boundaries or other brief description, and direct the Director to prepare and present to the City Council a report as in the case of City Council initiated improvements. Thereafter, the procedures shall be the same as in the case of improvement districts initiated by the City Council provided that the City Council may at any time determine by resolution that the acquisition of the proposed improvements is not feasible or desirable for reasons stated in the resolution. Any such resolution shall terminate the proceedings.

. . .

Section 8. Section 22-36 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 22-36. - Maximum cost of improvements.

The total cost of the improvements shall not exceed by more than ten (10) percent the amount of the estimate of the Director for the cost of the improvement, unless the City Council shall find that the public interest requires the making or acquisition of the improvement or any part at such higher cost. The foregoing limitation on maximum cost for improvements shall not apply when all the owners of property to be assessed in a district expressly waive the limitation in writing.

Section 9. Section 22-39 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 22-39. - Advertising for bids; letting of contracts.

All contracts for local improvements shall be let by the Purchasing Agent upon the determination of the City Council after the passage of the original ordinance forming the district. All contracts shall be let to the lowest responsible bidder as determined in the sole discretion of the City Council. Contracts shall be let after public advertisement for bids has been published twice in an official newspaper published in the City. The advertisements for bids shall be published at least a week apart. The date for opening of bids shall be not less than ten (10) days after the first publication. In all advertisements, the City Council shall reserve the right to reject all bids. Upon rejecting all bids or receiving no bids, the City Council may again advertise without further ordinance or may order the work done by hiring labor and arranging for purchasing necessary material under the supervision of the Director. Notwithstanding the foregoing, improvements may be installed by the City utilizing City employees if the City Council so orders.

Section 10. Section 22-42 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 22-42. - Council may require utility connections.

Before constructing any permanent paving under the provisions of this Article, the City Council may order the owners of abutting property to connect their several premises with sewer, gas or water mains or with any other commodity in the street in front of the several premises. Upon the default of the owners to make such connections thirty (30) days after such order, the City Council may contract and make said connections at such distance under such regulations and in accordance with specifications as may be prescribed by the City Council, and the whole cost of said connections shall be assessed against the premises with which the connection is made. Any number of said connections may be ordered in pursuance of the regulations adopted as recommended by the Director. The cost shall be assessed and collected in the same manner as provided in this Article for assessment and collection of the cost of other special improvements and shall be included in the assessments made against the particular property in the district proceedings.

Section 11. Section 22-83 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 22-83. - Payments from surplus and deficiency fund.

. . .

(b) Any portion of the costs of a district payable by the City at large because of the limitation based on value of property as provided in § 22-90, costs of improvements in

excess of the estimate of the Director as provided in § 22-36 or reductions in assessments made by the City Council, if directed by the City Council, may be paid from the surplus and deficiency fund. If any such portion is later recovered from the owners of property in the district, the amount of such recovery shall be repaid into such surplus and deficiency fund.

Section 12. Section 22-111 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 22-111. - Special assessment bonds and multi-year financial obligations authorized.

. . .

(b) All such bonds shall be issued upon estimates of the Director or, if applicable, the Utilities Executive Director, approved by the City Council. The Financial Officer shall preserve a record of the same in a suitable book kept for that purpose. All such bonds shall be subscribed by the Mayor and countersigned by the Financial Officer, with the corporate seal affixed and attested by the City Clerk. Facsimile signatures may be used.

. . .

Section 13. Section 23-47 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 23-47. - Definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Section:

. . .

Director shall mean the Director of Transportation Services or their designee.

. . .

Section 14. Section 23-115 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 23-115. - Vacating public right-of-way.

. . .

(d) The City Engineer shall route the vacation request to, and solicit comments from, potentially affected utility agencies, City staff, emergency service providers and affected property owners in the vicinity of the right-of-way being proposed for vacation. Upon

receipt of such information from potentially affected interests, the City Engineer shall develop a recommendation for approval or denial and shall submit such recommendation to the Director of Transportation Services.

(e) Recommendations of the Director of Transportation Services for approval of a right-of-way vacation shall be forwarded to City Council for its consideration of action by ordinance to vacate the right-of-way. Decisions of the Director of Transportation Services for denial of a right-of-way vacation request shall be delivered in writing to the applicant and may be appealed to the City Manager pursuant to the provisions contained in Chapter 2, Article VI of the Code.

(f) For approved right-of-way vacations, the title to the vacated right-of-way shall vest in accordance with Section 43-2-302, C.R.S.

Section 15. Article IX of Chapter 23 of the Code of the City of Fort Collins is amended to replace all references to the term “Service Unit” with the term “Department.”

Section 16. Article X of Chapter 23 of the Code of the City of Fort Collins is amended to replace all references to the term “Service Unit” with the term “Department.”

Introduced, considered favorably on first reading on June 2, 2026, and approved on second reading for final passage on June 16, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: June 26, 2026
Approving Attorney: Carrie Daggett

Exhibit: None

File Attachments for Item:

7. Second Reading of Ordinance No. 067, 2026, Appropriating Prior Year Reserves and Unanticipated Revenue and Authorizing Transfer of Appropriations for the I-25 Interchange and Harmony Road/Weld County Road 74 Regional Corridor and Traffic Study.

This Ordinance, unanimously adopted on First Reading on June 2, 2026, enable the City to receive and expend local funds for the I-25 Interchange and Harmony Road/Weld County Road 74 Regional Corridor and Traffic Study (Study). The funds will be used to study traffic in the Harmony Road/Weld County Road 74 corridor and to commence a preliminary planning effort to manage traffic along the corridor. If approved, the item will: 1) authorize the City Manager to execute an intergovernmental agreement (IGA) for the Study with the Town of Timnath; 2) appropriate $201,960 of Transportation Capital Expansion Fee (TCEF) reserve funds to the Study; 3) appropriate $200,000 of Town of Timnath contribution to the Study; and 4) transfer $2,000 of Study funds to the Art in Public Places (APP) program.

June 16, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Marc Virata, Project Manager
Dana Hornkohl, Capital Projects Manager

SUBJECT

Second Reading of Ordinance No. 067, 2026, Appropriating Prior Year Reserves and Unanticipated Revenue and Authorizing Transfer of Appropriations for the I-25 Interchange and Harmony Road/Weld County Road 74 Regional Corridor and Traffic Study.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on June 2, 2026, enable the City to receive and expend local funds for the I-25 Interchange and Harmony Road/Weld County Road 74 Regional Corridor and Traffic Study (Study). The funds will be used to study traffic in the Harmony Road/Weld County Road 74 corridor and to commence a preliminary planning effort to manage traffic along the corridor. If approved, the item will: 1) authorize the City Manager to execute an intergovernmental agreement (IGA) for the Study with the Town of Timnath; 2) appropriate $201,960 of Transportation Capital Expansion Fee (TCEF) reserve funds to the Study; 3) appropriate $200,000 of Town of Timnath contribution to the Study; and 4) transfer $2,000 of Study funds to the Art in Public Places (APP) program.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

The Harmony Road/Weld County Road 74 corridor and I-25 interchange serve as a key east-west and north-south transportation hub in northern Colorado. With rapid growth occurring in Timnath, Fort Collins, Windsor, and surrounding areas, this interchange is experiencing safety, congestion, and operational issues during peak periods. City staff along with staff from the Town of Timnath (Timnath) intend to collaborate on a Study to evaluate current and future traffic conditions, identify multimodal needs, and develop a phased implementation plan with concepts and costs to guide future investment. A long-term vision for the Harmony Road corridor from Fort Collins to Eaton, along with recommendations for phased improvements covering immediate, short-term, and ultimate horizons are key deliverables for the Study.

As a regional priority corridor from Fort Collins to Eaton, Harmony Road experiences congestion with safety and delay concerns that are most prominent along an approximate 2.5-mile corridor from Strauss Cabin Road to County Road 5. The Study will evaluate this corridor and will also evaluate the broader influence of regional traffic patterns, including connecting arterials and developments in Fort Collins, Timnath, Windsor, Severance, Eaton, and unincorporated Larimer and Weld counties. State Highway 392 (Carpenter Road) and Prospect Road as complimentary east-west regional routes will also be analyzed to

determine whether system-level changes could affect traffic patterns regionally and extend the lifecycle of existing infrastructure. The potential that Kechter Road is carrying overflow traffic due to operational constraints on Harmony Road will also be studied.

The City and Timnath have drafted and are ready to move forward with an IGA. The City's and Timnath's contributions and obligations for the Study are set forth in the IGA. This request seeks authorization to accept and execute the IGA and appropriate Timnath's contribution to the Study.

CITY FINANCIAL IMPACTS

The following table is a summary of the proposed funding appropriation for the Study.

Funds to be Appropriated per this Action	
Transportation Capital Expansion Fee (TCEF)	$ 201,960
Town of Timnath contribution	$ 200,000
Transportation Services Fund (TSF)	$ 40
Net Total Funds to be Appropriated per this Action	**$ 402,000**

Transfer to Art in Public Places	**$ 2,000**

Total Project Funds	**$ 400,000**

The total fund amount projected for the Study is $400,000 composed of funds appropriated with this action.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

Staff intends to share the findings of the Study with the Transportation Board and the Active Modes Advisory Board for their recommendations.

PUBLIC OUTREACH

A public engagement plan will be established as part of the development of the Study. City staff and Timnath have had collaborative meetings together including meetings with the Colorado Department of Transportation (CDOT), who is supportive of the planning effort to conduct the Study. Stakeholders have been identified to share recommendations from the Study and seek funding to develop recommendations. These stakeholders include the communities previously identified along with the North Front Range Metropolitan Planning Organization and CDOT.

ATTACHMENTS / LINKS

First Reading attachments available in June 2, 2026, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 067, 2026

ORDINANCE NO. 067, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING PRIOR YEAR RESERVES AND UNANTICIPATED REVENUE AND AUTHORIZING TRANSFER OF APPROPRIATIONS FOR THE I-25 INTERCHANGE AND HARMONY ROAD/WELD COUNTY ROAD 74 REGIONAL CORRIDOR AND TRAFFIC STUDY

A. The purpose of this Ordinance is to appropriate local funds for the capital project, the I-25 Interchange and Harmony Road/Weld County Road 74 Regional Corridor and Traffic Study ("Study"). The funds will be used to study traffic in the Harmony Road/Weld County Road 74 corridor and to commence a preliminary planning effort to manage traffic along the corridor.

B. The Harmony Road/Weld County Road 74 corridor and I-25 interchange serve as a key east-west and north-south transportation hub in northern Colorado. With rapid growth occurring in Timnath, Fort Collins, Windsor, and surrounding areas, this interchange is experiencing safety, congestion, and operational issues during peak periods.

C. City staff along with staff from the Town of Timnath intend to collaborate on a Study to evaluate current and future traffic conditions, identify multimodal needs, and develop a phased implementation plan with concepts and costs to guide future investment. The Study will create a long-term vision for the Harmony Road corridor from Fort Collins to Eaton, with key deliverables for the Study to include short, medium, and long-term recommendations for improvements and potentially initial design efforts for such improvements.

D. The scope of the Study includes traffic in the Harmony Road/Weld County Road 74 corridor from Strauss Cabin Road to County Road 5, specifically including the intersection of Harmony Road and Weitzel Street and the interchanges with Interstate-25. The scope also includes parallel corridors Carpenter Road/State Highway 392 and Prospect Road/Weld County Road 80 and the I-25 corridor spanning these several east-west routes, as well as Kechter Road, to determine whether system-level changes could affect traffic patterns regionally and extend the lifecycle of existing infrastructure.

E. The City and Timnath intend to share recommendations from the Study with stakeholders and seek funding to develop recommendations. Communities and agencies currently identified as stakeholders include the North Front Range Metropolitan Planning Organization, Colorado Department of Transportation, Weld County, Larimer County, Eaton, Severance, and Windsor.

F. Article V, Section 9 of the City Charter permits City Council, upon recommendation of the City Manager, to make a supplemental appropriation by ordinance at any time during the fiscal year, provided that the total amount of such supplemental appropriation, in combination with all previous appropriations for that fiscal year, do not

exceed the current estimate of actual and anticipated revenues and all other funds to be received during the fiscal year.

G. The City Manager has recommended the appropriation described herein and determined that the funds to be appropriated are available and previously unappropriated from the Capital Projects fund and that this appropriation 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.

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

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

J. This Study 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.

K. A portion of the funds appropriated in this Ordinance for the Study are ineligible for use in the APP program due to restrictions placed on them by the Town of Timnath, the source of these funds.

L. The project cost of $200,000 has been used to calculate the contribution to the APP program.

M. The amount to be contributed via this Ordinance to the Arts and Culture fund for APP will be $2,000.

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

O. City Council wishes to designate the appropriations herein for the I-25 Interchange and Harmony Road/Weld County Road 74 Regional Corridor and Traffic Study as appropriations that shall not lapse until the completion of the Study.

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

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

Section 1. There is hereby appropriated from prior year reserves in the Transportation Capital Expansion Fee fund the sum of TWO HUNDRED ONE THOUSAND NINE HUNDRED SIXTY DOLLARS ($201,960) to be expended in the Transportation Capital Expansion Fee fund for transfer to the Capital Projects fund to be expended therein for the I-25 Interchange and Harmony Road/Weld County Road 74 Regional Corridor and Traffic Study.

Section 2. There is hereby appropriated from prior year reserves in the Transportation Services fund the sum of FORTY DOLLARS ($40) to be expended in the Transportation Services fund for transfer to the Capital Projects fund to be expended therein for the I-25 Interchange and Harmony Road/Weld County Road 74 Regional Corridor and Traffic Study.

Section 3. There is hereby appropriated from new revenue or other funds in the Capital Projects fund the sum of TWO HUNDRED THOUSAND DOLLARS ($200,000) to be expended in the Capital Projects fund for the I-25 Interchange and Harmony Road/Weld County Road 74 Regional Corridor and Traffic Study.

Section 4. The unexpended and unencumbered appropriated amount of ONE THOUSAND FIVE HUNDRED SIXTY DOLLARS ($1,560) in the Capital Projects fund is hereby authorized for transfer to the Arts and Culture fund and appropriated and expended therein to fund art projects under the APP program.

Section 5. The unexpended and unencumbered appropriated amount of FOUR HUNDRED DOLLARS ($400) in the Capital Projects fund is hereby authorized for transfer to the Arts and Culture fund and appropriated and expended therein for the operation costs of the APP program.

Section 6. The unexpended and unencumbered appropriated amount of FORTY DOLLARS ($40) in the Capital Projects fund is hereby authorized for transfer to the Arts and Culture Fund and appropriated and expended therein for the maintenance costs of the APP program.

Section 7. The appropriations herein for the I-25 Interchange and Harmony Road/Weld County Road 74 Regional Corridor and Traffic Study 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 Study.

Introduced, considered favorably on first reading on June 2, 2026, and approved on second reading for final passage on June 16, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: June 26, 2026
Approving Attorney: Heather N. Jarvis

Exhibit: None

File Attachments for Item:

8. First Reading of Ordinance No. 069, 2026, Appropriating Unanticipated Revenue Received Through City Give.

The purpose of this item is to request an appropriation of $7,420.50 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.

June 16, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Emily Land, Director of Philanthropy & Strategic Partnerships

SUBJECT

First Reading of Ordinance No. 069, 2026, Appropriating Unanticipated Revenue Received Through City Give.

EXECUTIVE SUMMARY

The purpose of this item is to request an appropriation of $7,420.50 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 First Reading.

BACKGROUND / DISCUSSION

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

The City received several individual philanthropic donations in 2026 totaling $7,420.50 to support various departments, and these funds are currently unappropriated. Both Section 2.2 of the City's Financial Management Policy 2 – Revenue, as approved by City Council, and the Administrative Philanthropic Governance Policy 6.04, adopted by the City Manager, (together the "City Give Policies"), provide the bases and processes for the responsible and efficient management of charitable donations to the City.

Gifts totaling $7,420.50 have been received for various programs. These gifts include: $2,500.00 from Core Construction to support the Police Leaders Summit; $1,000.00 from AT&T FirstNet to support the Police Leaders Summit; and $3,920.50 from various individual donors to benefit departments including Natural Areas, Forestry, Arts and Culture, Utilities, and Recreation.

CITY FINANCIAL IMPACTS

Upon adoption, this Ordinance will appropriate in the current fiscal year into the Funds as detailed in the table below in new philanthropic revenue received by City Give in the amount of $7,420.50 and authorize

expenditures against those revenues for the purposes and in the amounts as directed by donors to support various City departments to support a range of programs and services.

Fund	Project	Amount	Lapsing/Non-lapsing
General Fund	Police Leaders Summit	$1,000.00	Lapsing
General Fund	Artist Opportunity Grant	$3,000.00	Lapsing
General Fund	Police Leaders Summit	$2,500.00	Lapsing
Arts & Culture Fund	Visual Arts at the LC	$500.00	Lapsing
Recreation Fund	The Farm at Lee Martinez Paark	$270.50	Lapsing
Light & Power Fund	Payment Assistance Fund	$150.00	Non-Lapsing

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

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

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ordinance No. 069, 2026

ORDINANCE NO. 069, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING UNANTICIPATED REVENUE
RECEIVED THROUGH CITY GIVE

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

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

C. 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.

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

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

F. The City Council wishes to designate the appropriation that is further described in Section 2 of this Ordinance, which is the appropriation in the Light & Power Fund, for the Payment Assistance Fund as an appropriation that shall not lapse until the earlier of the expiration of the donation or the City's expenditure of all funds received from such donation.

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

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

General Fund	$6,500.00
Arts and Culture Fund	$500.00
Recreation Fund	$270.50
Light & Power Fund	$150.00

Section 2. The appropriation in the Light & Power Fund, which is for the Payment Assistance Fund, and described in the Agenda Item Summary, is hereby designated, as authorized in Article V, Section 11 of the City Charter, as appropriations that shall not lapse at the end of this fiscal year but continue until the earlier of the expiration of the donation or the City's expenditure of all funds received from such or donation.

Introduced, considered favorably on first reading on June 16, 2026, and approved on second reading for final passage on July 21, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: July 31, 2026
Approving Attorney: Dianne Criswell

Exhibit: None

File Attachments for Item:

9. First Reading of Ordinance No. 070, 2026, Making Supplemental Appropriations, Appropriating Prior Year Reserves, and Authorizing Transfers of Appropriations for the Construction of the Southeast Community Center.

The purpose of this item is to appropriate $72,539,000 in anticipated revenues from debt issuance and Poudre Public Library District, unanticipated grant revenue from the Department of Local Affairs (DOLA) Energy & Mineral Impact Assistance Program (EIAF) and prior year reserves in the 2050 Parks and Recreation Fund. This appropriation provides funding to the Recreation Department for the design and construction of a LEED Gold Community Recreation Center in southeast Fort Collins.

June 16, 2026

AGENDA ITEM SUMMARY

City Council

STAFF

LeAnn Williams, Deputy Director, Community Services

SUBJECT

First Reading of Ordinance No. 070, 2026, Making Supplemental Appropriations, Appropriating Prior Year Reserves, and Authorizing Transfers of Appropriations for the Construction of the Southeast Community Center.

EXECUTIVE SUMMARY

The purpose of this item is to appropriate $72,539,000 in anticipated revenues from debt issuance and Poudre Public Library District, unanticipated grant revenue from the Department of Local Affairs (DOLA) Energy & Mineral Impact Assistance Program (EIAF) and prior year reserves in the 2050 Parks and Recreation Fund. This appropriation provides funding to the Recreation Department for the design and construction of a LEED Gold Community Recreation Center in southeast Fort Collins.

STAFF RECOMMENDATION

Staff recommends adoption of Ordinance on First Reading.

BACKGROUND / DISCUSSION

The Southeast Community Center (SECC) project represents more than 11 years of planning and development, beginning with the completion of a 2013 feasibility study and continuing through today. Due to the volume of supporting materials, this Agenda Item Summary provides a high-level overview of key milestones rather than a comprehensive history.

October 2013: The City completed the *Fort Collins Southeast Community Recreation & Arts Center – Summary of Needs and Development Plan.* This study established the original concept for a facility in southeast Fort Collins; however, it needed to be updated due to the significant time that had passed since the study was completed.

April 2015: Voters approved the Community Capital Improvement Program (CCIP) ¼-cent sales tax, which included funding for a "Southeast Community Center and Outdoor Pool." The ballot language envisioned a facility emphasizing innovation, technology, art, recreation, and the creative process, including an outdoor leisure pool with slides, sprays, jets, decks, a lazy river, and open swim areas. The approved project included $14,000,000 for construction and $230,000 per year for operations and maintenance for five years.

January 2021: Council adopted *ReCreate, the Parks and Recreation Master Plan*, which serves as the guiding document for parks and recreation policy and investment. The plan affirmed the need for a

Southeast Community Center, recommending a full-service community center in the southeast to meet Level of Service standards and identifying the need for two additional pools citywide by 2040.

2022: At Council's request, the City completed an Aquatics Study to assess demand and opportunities for public aquatic facilities in Fort Collins. The study identified a clear need for aquatics amenities in the southeast quadrant, a need for additional lap lanes, a need for additional recreation water, and did not recommend further investment in Mulberry Pool. Staff presented findings at a March 2022 Council Work Session and an August 2022 Council Finance Committee meeting. That same year, Council held two work sessions and a Council Finance Committee discussion focused on the SECC project. While no formal decisions were made, these discussions directed staff to continue exploring partnerships with Poudre River Public Library District (Poudre Libraries) and Poudre School District (PSD) and to consider an expanded facility that could be phased or supported by future funding sources.

November 2022: Staff presented options for the SECC at a Council Work Session, ranging from the base ballot project at $16,500,000 to an expanded facility with indoor aquatics and a library partnership with a City portion of approximately $66,300,000. Council directed staff to continue partnership discussions with PSD and Poudre Libraries.

November 2023: Voters approved the *2050 ½-cent sales tax* with ballot language allocating "50% for the replacement, upgrade, maintenance, and accessibility of parks facilities and for the replacement and construction of indoor and outdoor recreation and pool facilities."

November 2023: The Colorado Department of Local Affairs (DOLA) awarded the Southeast Community Center Project a $2,000,000 grant award from the Climate Resistance Challenge. This grant supported the project's path to a LEED Gold Community Center, community resilience and aligned with the Governors priority of 100% reduction of GHG emissions by 2050 and affordable and accessible childcare. The grant award is for construction of the SECC.

2023–2024: The City budget included funds for project development and design. Staff began active work on this phase in the first quarter of 2024, including hiring an Owner's Representative Wember, design firm Clark & Enersen, and general contractor GH Phipps.

February 2024: An Intergovernmental Agreement (IGA) was executed between the City, Poudre Libraries, and PSD, formalizing the partnership for the design, construction, and operation of the SECC. Poudre Libraries will lease a portion of the SECC to design, construct, and operate a public library and will partner with the City on the community, innovation, and commons spaces, addressing the innovation and technology components of the ballot language. PSD is partnering on the indoor lap lanes, contributing to capital, ongoing maintenance and operation, and replacement costs, with lap lane access outlined in the facility use agreement. PSD is also permitting use of its west staff parking lot outside of school hours and providing shared drive access to the SECC. Additionally, PSD is partnering on the pump station and raw water access, and is granting an easement south of the facility for a pedestrian path that will connect to Twin Silo Park and utility connection.

February 6, 2025: Staff presented four facility scope and budget options, along with a proposed funding stack, to the Council Finance Committee. The Committee recommended advancing Option 2B to the full Council. This option aligned with staff's recommendation as it met the intent of the 2015 CCIP ballot measure, fulfilled partnership commitments with Poudre Libraries and PSD, could be fully funded through identified sources, met the *ReCreate Master Plan* level of service for a community center, and was comparable in size and amenities to the City's other community centers while addressing the identified service gap in southeast Fort Collins.

February 25, 2025: Staff presented the four facility options and funding stack at a Council Work Session. Councilmembers expressed support for proceeding with the scope and budget of Facility Option 2B, with an estimated project cost of $78,400,000.

September 2025: The project reached 30% Schematic Design completion. The design team of Clark & Enersen and pre-construction team of GH Phipps presented the schematic design scope and budget. The estimated total project cost exceeded the range presented in February by $13,000,000. City staff worked alongside the project team to identify cost-reduction strategies that would bring the project back within the February budget range while staying as close to the original scope as possible.

October 2, 2025: Staff presented the schematic design and cost for Facility Option 2B at the Council Finance Committee. Staff also presented multiple value engineering considerations totaling more than $13,000,000 to bring the project back under the $80,000,000 maximum budget. The Council Finance Committee gave direction to bring the reduction considerations and funding options to a Council Work Session.

October 14, 2025: Staff presented options for both scope and budget with funding considerations from both the 2015 CCIP and 2050 tax at a Council Work Session. Staff brought reductions to the facility to bring the budget to $76,500,000. The reductions were as follows: reduced the size of the outdoor leisure pool; reduced the gymnasiums from two high school courts to two middle school courts; reduced the overall area dedicated to weights and fitness; reduced the size and number of lanes for the elevated track; eliminated the licensed childcare wing and replaced it with a drop in kids club (drop-in childcare); reduced the common space; eliminated one innovation room and one community room; reduced site amenities; eliminated the small northeast parking lot; and removed geothermal from the project. Based on Council member feedback and support for Option 1A, Council directed staff to move forward with the current reduced scope while remaining committed to the partnership with Poudre School District and Poudre Libraries per the IGA.

October 22, 2025: The Parks and Recreation Advisory Board voted 7-0 in support of both the appropriation ordinance and the funding resolution.

November 3, 2025: Council adopted an ordinance appropriating $9,500,000 in additional 2015 CCIP revenues design and construction of the SECC. Council also approved a resolution identifying funding sources and amounts and directing staff to prepare Certificates of Participation from the 2050 tax for Council consideration in Spring 2026. The total City project budget is $76,500,000, funded as follows:

Source	**Amount**
2050 Parks & Recreation Tax	$46,300,000
2015 CCIP (previously appropriated)	$27,200,000
DOLA EIAF Grant	$2,000,000
Recreation Fund Reserves	$1,000,000
Total	**$76,500,000**

The scope of the approved facility includes: commons, innovation, and community rooms; two gymnasiums; 10 indoor lap lanes with dive well; a large outdoor leisure pool with slides, sprays, jets, decks, a lazy river, and open swim areas; kids club (drop-in childcare for facility users); weight room and fitness; locker rooms; family locker rooms; elevated track; staff offices; and LEED Gold Certification.

April 21, 2026: On this date, Council considered on first reading Ordinance No. 046, 2026, authorizing the issuance of Certificates of Participation (COP) to finance the construction of the Southeast Community Center. Council adopted Ordinance No. 046, 2026 on second reading on May 5, 2026. COPs are

structured similarly to prior issuances with a lease-leaseback financing, securing City-owned assets, obligating annual appropriations for debt issuance and a fixed interest rate of issuance. The COPs authorized by Ordinance No. 046, 2026 are planned to go to market approximately midyear, with anticipated closing and receipt debt proceeds approximately mid-August, 2026.

On April 21, 2026, Council adopted Resolutions 2026-063, 2026-064, 2026-065, and 2026-066, approved four agreements with Poudre Libraries and Poudre School District and adopted Ordinance No. 046, 2026 to approve a long term lease with Poudre Libraries.

The ongoing partnership with Poudre Libraries was formalized through three of these agreements. First, the City-Library District Intergovernmental Agreement (IGA), governing design and construction, established each party's responsibilities, cost-sharing obligations, and decision-making authority through the design and construction phases of the project. This City-Library IGA was essential to ensuring both partners are aligned on scope, schedule, and budget. Second, the Lease Agreement granted Poudre Libraries use of a designated portion of the SECC to operate a public library, replacing the existing Council Tree Library in southeast Fort Collins with a larger, more modern facility that expands library access for the surrounding community. This addressed the innovation and technology components of the 2015 CCIP ballot language while delivering an upgraded library experience to an area Poudre Libraries already serves. Third, the Joint Use Agreement outlined the ongoing obligations of both parties with respect to the shared community, innovation, and commons spaces within the facility, including cost-sharing for operations, maintenance, and programming. Together, these agreements provided the legal and operational framework necessary for the City and Poudre Libraries to function as long-term partners within a single facility.

The ongoing partnership with PSD was formalized through two agreements. the first, the Intergovernmental Agreement with PSD formalized the terms of the shared use driveway, which provides one of two access points to the SECC site. The IGA also established the terms under which the City will have use of PSD's west staff parking lot on designated dates and times outside of school hours, providing additional parking capacity for facility users and events. PSD also agreed to grant the City two easements necessary for the construction and operation of the Center: a utility easement under the shared drive and a pedestrian easement south of the facility that will connect the SECC to Twin Silo Park, supporting multimodal access for the surrounding community. The SECC has also been incorporated into an existing IGA between the City and PSD governing the raw water and pump station system, extending that established agreement to serve the new facility. The second agreement was the Facility Use Agreement with PSD outlined the terms of PSD's access to and scheduled use of the indoor lap lanes.

CITY FINANCIAL IMPACTS

The construction funding has no impact on the general fund. The operational and maintenance funding will have impact to the general fund starting in 2027.

Capital Costs- Capital Projects Fund:

Revenue Source	Previous Appropriation	Requested Appropriation	Total Capital Project Costs
CCIP	$ 27,200,000	$ -	$ 27,200,000
2050 Park & Recreation Tax Reserve	-	11,339,000	11,300,000
COP Debt Proceeds	-	36,000,000	36,000,000
DOLA Grant	-	2,000,000	2,000,000
Poudre Libraries*	-	22,450,000	22,450,000
Total Capital Expenditure Costs	**$ 27,200,000**	**$ 71,789,000**	**$ 98,950,000**

** Poudre Libraries paid directly an additional $550,000 to the project. Total library contribution is $23 million per the City-Library District IGA. Additionally Poudre School District contributed land to the SECC Project, per the Initial IGA.*

Debt Service Costs:	**Previous Appropriation**	**Requested Appropriation**	**Total Debt Service**
Revenue Source: 2050 Park & Recreation Tax	$ -	$ 750,000	**$ 750,000**
Expenditure Costs:			
Debt Service- Capital Leasing Corporation Fund	-	500,000	500,000
Debt Issuance- Capital Projects Fund	-	250,000	250,000
Total Debt Service Costs	**$ -**	**$ 750,000**	**$ 750,000**

The Ordinance appropriates the following:

- $11,339,000 from 2050 Tax Parks Rec Transit OCF Fund prior year reserves to the Capital Projects Fund
- $500,000 of anticipated revenue from the 2050 Tax Parks Rec Transit OCF Fund to the Capital Leasing Corporation Fund
- $250,000 of anticipated revenue from the 2050 Tax Parks Rec Transit OCF Fund to the Capital Projects Fund
- $473,390 from the Capital Projects Fund to the Arts and Culture Fund for Art in Public Places Program
- $36,000,000 from new revenue from proceeds Certificates of Participation to the Capital Projects Fund
- $22,450,000 from new revenue from Poudre Libraries to the Capital Projects Fund
- $2,000,000 from new revenue from the Department of Local Affairs Grant to the Capital Projects Fund

All revenue appropriated to the Capital Projects Fund is for the Southeast Community Center.

The City Manager has recommended the appropriations described herein and determined that these appropriations are available and previously unappropriated from the 2050 Tax Parks Rec Transit OCF Fund, the Capital Leasing Corporation Fund, and the Capital Projects Fund, as applicable, and that these appropriations will not cause the total amount appropriated in the 2050 Tax Parks Rec Transit OCF Fund, the Capital Leasing Corporation Fund, or the Capital Projects Fund, as applicable, to exceed the current estimate of actual and anticipated revenues and all other funds to be received in these funds during this fiscal year.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The Southeast Community Center funding was discussed and supported at multiple Parks and Recreation Advisory Board meetings over the past four years.

PUBLIC OUTREACH

Staff presented this project to the public at multiple events and other City advisory boards over the past year.

ATTACHMENTS / LINKS

1. Ordinance No. 070, 2026

ORDINANCE NO. 070, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING SUPPLEMENTAL APPROPRIATIONS, APPROPRIATING PRIOR YEAR RESERVES, AND AUTHORIZING TRANSFERS OF APPROPRIATIONS FOR THE CONSTRUCTION OF THE SOUTHEAST COMMUNITY CENTER

A. On April 7, 2015, City voters approved Ballot Issue No. 1, and Ordinance No. 013, 2015, extending an existing twenty-five hundredths percent (0.25%) sales and use tax for the purpose of raising revenue for the "Community Capital Improvement Program (the "2015 CCIP Tax")." Ordinance No. 013, 2015, includes a requirement that the City construct a Community Center in southeast Fort Collins focused on innovation, technology, art, recreation and the creative process, including a large outdoor leisure pool and meeting spaces dedicated to innovation and creativity (the "SECC").

B. On November 7, 2023, City voters approved Ballot Issue No. 1 (the "2050 Tax"), increasing by five tenths percent (0.5%) sales and use tax for various purposes. Ordinance No. 168, 2023, further specifies the purposes of the 2050 Tax, including the allocation of fifty percent (50%) of revenues raised for the replacement, upgrade, maintenance, and accessibility of parks facilities and for the replacement and construction of indoor and outdoor recreation and pool facilities.

C. In November 2023, the Colorado Department of Local Affairs ("DOLA") awarded the SECC Project a $2,000,000 grant from the Climate Resistance Challenge to support energy resilience, community resilience, climate adaption and mitigation, and emission reduction.

D. On December 19, 2023, the City Council adopted Resolution 2023-112, authorizing the Mayor to execute an intergovernmental agreement (the "Initial SECC IGA") governing the City's acquisition of approximately 10 acres of land next to Fossil Ridge High School from Poudre School District ("PSD") for the SECC, the construction of the SECC (including the an aquatics facility). The Poudre River Public Library District (the "Library District"), which was interested in co-locating a southeast branch library within the SECC, was also a party to the Initial SECC IGA. The Initial SECC IGA was executed by the parties and effective December 20, 2023.

E. On April 16, 2024, by adoption of Resolution 2024-026, and pursuant to the Initial SECC IGA and Resolution 2023-112, City Council authorized the City Manager to execute the Purchase and Sale Agreement with PSD for the Land, which was signed on April 30, 2024.

F. On November 3, 2025, by adoption of Resolution 2025-101, City Council directed staff to take such efforts and actions which may be required for the funding, financing, and construction of the SECC project (the "SECC Project"), and, further, by the resolution, memorialized a project scope, estimated project cost, and proposed sources of funding as the most optimal approach to achieve the important project goals

while efficiently and effectively managing project costs in order to balance the many demands on the City's public resources.

G. On April 21, 2026, City Council, by adoption of Resolution 2026-063, approved an intergovernmental agreement with the Library District (the "City-Library District IGA") to establish terms governing the design and construction of the SECC Project and the financial contribution of the Library District for its share of project costs in the maximum amount of $23,000,000, including a schedule of payments to the City. Library District payments made pursuant to this City-Library District IGA will be deposited by the City into the City Projects Fund. The parties executed this intergovernmental agreement, which became effective on May 15, 2026.

H. On April 21, 2026, City Council, by adoption of Resolution 2026-064, approved a Joint Use Agreement ("JUA"), establishing the terms governing the operational and maintenance cost share of the City and the Library District and management of the joint use spaces within the SECC. The parties executed the JUA, which became effective on May 15, 2026.

I. On April 21, 2026, City Council, by adoption of Resolution 2026-065, approved a Facilities Use Agreement ("FUA"), establishing the terms governing the shared use of the indoor lap lanes at the Aquatics Facility, along with shared use of lap lanes by PSD at the EPIC pool and the Mulberry Pool. The parties executed this FUA, which became effective on _____.

J. On April 21, 2026, City Council, by adoption of Resolution 2026-066, approved an intergovernmental agreement with PSD (the "City-PSD IGA") to establish governing shared use of certain facilities, cost-sharing responsibilities, and coordination related to the SECC and adjacent properties. The parties executed this intergovernmental agreement, which became effective on April 28, 2026.

K. On May 5, 2026, City Council, by adoption on second reading of Ordinance No. 046, 2026, authorized the issuance of certificates of participation ("Lease COPs") to finance, in part, the construction of the SECC Project and other capital improvements of the City, within the parameters set forth in the ordinance, with City owned property as collateral. Ordinance No. 046, 2026, took effect on May 15, 2026. When received, Lease COPs proceeds for the SECC Project, anticipated to be $36,000,000, will be deposited into the City Projects Fund, with lease payments to be funded by transfers from the 2050 Tax Parks Rec Transit OCF Fund into the Capital Leasing Corporation Fund and subject to annual appropriation.

L. On May 5, 2026, City Council, by adoption on second reading of Ordinance No. 047, 2026, approved an agreement to provide the Library District a lease to occupy and operate a public library for ninety-nine (99) years within a designated portion of the SECC. The parties executed this lease, which became effective on June 4, 2026.

M. 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.

N. 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.

O. The City Manager has recommended the appropriations described herein and determined that these appropriations are available and previously unappropriated from the 2050 Tax Parks Rec Transit OCF Fund, the Capital Leasing Corporation Fund, and the Capital Projects Fund, as applicable, and that these appropriations will not cause the total amount appropriated in the 2050 Tax Parks Rec Transit OCF Fund, the Capital Leasing Corporation Fund, or the Capital Projects Fund, as applicable, to exceed the current estimate of actual and anticipated revenues and all other funds to be received in these funds during this fiscal year.

P. The City Manager has recommended the appropriation of $22,450,000 contributions for the SECC Project, (the “City-Library District IGA”) , and determined that the funds to be appropriated are available and previously unappropriated from the Capital Projects Fund and that this appropriation 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.

Q. 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.

R. The City Manager has recommended the transfer of $11,339,000 from the 2050 Tax Parks Rec Transit OCF Fund to the Capital Projects Fund; $500,000 of anticipated revenue from the 2050 Tax Parks Rec Transit OCF Fund to the Capital Leasing Corporation Fund; $250,000 of anticipated revenue from the 2050 Tax Parks Rec Transit OCF Fund to the Capital Projects Fund; and $473,390 from the Capital Projects Fund to the Arts and Culture Fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

S. 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 Arts and Culture Fund for a contribution to the Art in Public Places program ("APP Program").

T. A portion of the project cost of $47,339,000 has been used to calculate the contribution to the APP Program.

U. The amount to be contributed to the APP Program in this Ordinance will be $473,390.

V. 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.

W. The City Council wishes to designate the appropriation herein for the SECC Project as an appropriation that shall not lapse until the completion of the project.

X. 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.

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

Section 1. There is hereby appropriated from prior year reserves in the 2050 Tax Parks Rec Transit OCF Fund the sum of ELEVEN MILLION THREE HUNDRED THIRTY-NINE THOUSAND DOLLARS ($11,339,000) to be expended in the 2050 Tax Parks Rec Transit OCF Fund for transfer to the Capital Projects Fund to be expended therein for the SECC Project.

Section 2. There is hereby appropriated from new revenue or other funds in the 2050 Tax Parks Rec Transit OCF Fund the sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000) to be expended in the 2050 Tax Parks Rec Transit OCF Fund for transfer to the Capital Leasing Corporation Fund to be expended therein for debt service costs for the SECC Project.

Section 3. There is hereby appropriated from new revenue or other funds in the 2050 Tax Parks Rec Transit OCF Fund the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) to be expended in the 2050 Tax Parks Rec Transit OCF Fund for transfer to the Capital Projects Fund to be expended therein for the Southeast Community Center.

Section 3. There is hereby appropriated from new revenue or other funds in the Capital Projects Fund from the proceeds of the Lease COPs authorized by Ordinance No. 046, 2026 the sum of THIRTY-SIX MILLION DOLLARS ($36,000,000) to be expended in the Capital Projects Fund for the SECC Project.

Section 4. There is hereby appropriated from new revenue or other funds in the Capital Projects Fund DOLA grant funds in the sum of TWO MILLION DOLLARS ($2,000,000) to be expended in the Capital Projects Fund for the SECC Project.

Section 5. There is hereby appropriated from new revenue or other funds received from Library District payments, made pursuant to the City-Library District IGA, in the Capital Projects Fund the sum of TWENTY-TWO MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS ($22,450,000) to be expended in the Capital Projects Fund for the SECC Project.

Section 6. The unexpended and unencumbered appropriated amount of THREE HUNDRED SIXTY-NINE THOUSAND TWO HUNDRED FORTY-FOUR DOLLARS ($369,244) in the Capital Projects Fund is hereby authorized for transfer to the Arts and Culture Fund and appropriated and expended therein to fund art projects under the APP Program.

Section 7. The unexpended and unencumbered appropriated amount of NINETY-FOUR THOUSAND SIX HUNDRED SEVENTY-EIGHT DOLLARS ($94,678) in the Capital Projects Fund is hereby authorized for transfer to the Arts and Culture Fund and appropriated and expended therein for the operation costs of the APP Program.

Section 8. The unexpended and unencumbered appropriated amount of NINE THOUSAND FOUR HUNDRED SIXTY DOLLARS ($9,460) in the Capital Projects Fund is hereby authorized for transfer to the Arts and Culture Fund and appropriated and expended therein for the maintenance costs of the APP Program.

Section 9. The appropriations herein for the SECC 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 June 16, 2026, and approved on second reading for final passage on July 21, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: July 31, 2026
Approving Attorney: Dianne Criswell

Exhibit: None

File Attachments for Item:

10. First Reading of Ordinance No. 071, 2026, Authorizing Transfers of Appropriations Between Lapsing and Non-Lapsing Accounts in the Transit Services Fund For Federal Transit Administration Section 5307 Awards.

The purpose of this item is to transfer the associated local match between lapsing and non-lapsing accounts resulting from the exchange of project activities between two existing Federal Transit Administration (“FTA”) Section 5307 grants, and to adjust prior appropriations to reflect final award amounts.

June 16, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Annabelle Phillips, Transfort Assistant Director
Carisa Clinton, Grants Administration Manager
Joshua Ma, Grant Administrator

SUBJECT

First Reading of Ordinance No. 071, 2026, Authorizing Transfers of Appropriations Between Lapsing and Non-Lapsing Accounts in the Transit Services Fund For Federal Transit Administration Section 5307 Awards.

EXECUTIVE SUMMARY

The purpose of this item is to transfer the associated local match between lapsing and non-lapsing accounts resulting from the exchange of project activities between two existing Federal Transit Administration ("FTA") Section 5307 grants, and to adjust prior appropriations to reflect final award amounts.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

FTA Section 5307 grants provide federal funding for transit capital and operating assistance and transportation-related planning. Transfort is amending its Fiscal Year (FY) 2021 American Rescue Plan (ARP) Section 5307 Grant and will program its FY2025 Section 5307 Grant to exchange eligible project activities between the two awards. This is a capital project to make major improvements to the Transfort Maintenance Facility ("TMF") currently programmed under the FY2021 ARP Section 5307 Grant and will be moved to the FY2025 Section 5307 Grant, allowing the remaining FY2021 ARP Section 5307 Grant funds to be utilized for eligible operating activities. This approach ensures better alignment of available funding sources with the timing of expenditures while supporting continued progress on both transit operations and the TMF renovation project.

This item results in the following actions involving FTA Section 5307 awards.

1. Authorizing the Transfer of Local Match Appropriations

The exchange of project activities requires corresponding adjustments to local matching funds. The FY2021 ARP Section 5307 Grant provides funding at a 100 percent federal share and does not require a local match. The FY2025 Section 5307 Grant provides funding at varying local match rates depending upon eligible activity type.

As a result, previously appropriated local matching funds must be transferred to align with the revised project budgets and funding structure. This action also authorizes transfers between lapsing and non-lapsing accounts within the Transit Services Fund. No additional local match is being requested.

2. Adjustment to FY2025 Section 5307 Grant Appropriation

This item also adjusts existing FY2025 Section 5307 Grant appropriations to reflect final FTA apportionment amounts. The original appropriations were based on the best available estimates of anticipated FTA apportionments during the 2025-2026 Budgeting for Outcomes (BFO) process due to timing differences between the BFO cycle and the release of FTA apportionments. Since that time, final FTA apportionments have been released, and this adjustment aligns the appropriations associated with the FY2025 Section 5307 Grant with the actual federal award and local match amounts.

- FY2021 ARP Section 5307 was previously appropriated through Ordinance No. 073, 2021.
- FY2025 Section 5307 was previously appropriated through Ordinance No. 163, 2024.

CITY FINANCIAL IMPACTS

1. This Ordinance authorizes the transfer of $2,236,764 in appropriations of local match funding associated with the FY2025 Section 5307 Grant from a non-lapsing account to a lapsing account within the Transit Services Fund. The transfer is an accounting adjustment only and does not change the purpose of the funds or impact service levels.

2. This Ordinance also transfers $299,971 from the existing FY2025 Section 5307 Grant appropriations to align with the actual federal award and local match amounts.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS / LINKS

1. Ordinance No. 071, 2026

ORDINANCE NO. 071, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING TRANSFERS OF APPROPRIATIONS BETWEEN LAPSING AND NON-LAPSING ACCOUNTS IN THE TRANSIT SERVICES FUND FOR FEDERAL TRANSIT ADMINISTRATION SECTION 5307 AWARDS

A. Federal Transit Administration ("FTA") Section 5307 discretionary grants provide federal funding for transit capital and operating assistance and transportation-related planning.

B. Transfort is exchanging eligible project activities between its Fiscal Year 2021 American Rescue Plan ("FY21 ARP") Section 5307 Grant and its Fiscal Year 2025 ("FY25") Section 5307 Grant.

C. The FY21 ARP Section 5307 Grant was previously appropriated in Ordinance No. 073, 2021.

D. The FY25 Section 5307 Grant, along with the required local match, were previously appropriated as non-lapsing funds to be used for Transfort operating expenses through the 2025-2026 Budgeting for Outcomes Process in Ordinance No. 163, 2024.

E. A capital project to make major improvements to the Transfort Maintenance Facility ("TMF") currently programmed under the FY21 ARP Section 5307 Grant will be moved to the FY25 Section 5307 Grant, allowing the remaining FY21 ARP Section 5307 Grant funds to be utilized for eligible operating activities.

F. Unlike the FY25 Section 5307 Grant, the FY21 ARP Section 5307 Grant does not require any local match. Accordingly, $2,236,764 in funds previously appropriated as non-lapsing local matching funds for operating expenses under the FY25 Section 5307 Grant are to be transferred to a lapsing fund and used for operating expenses during the current fiscal year, independent of any grant funding.

G. The City's budget and accounting procedures require, in these circumstances, that revenue be projected up to three years in advance of actual receipt of revenue.

H. For Transfort, this means annual FTA grant amounts must be projected using estimates based on historical federal apportionments, anticipated trends, or anticipated changes to the federal funding bill. Confirmed award amounts for each grant typically do not become available until the spring of the award year.

I. As a result of this timing, Transfort requires a periodic reconciliation process that appropriates confirmed award amounts for grants used to reimburse the City's fiscal year's expenses.

J. The funds previously appropriated by the City for the FY25 Section 5307 Grant as part of the 2025-2026 Budgeting for Outcomes process currently exceed the actual apportionment released by the FTA and must, therefore, be reconciled to align with the actual federal award and associated local match.

K. To align the City's appropriations with the actual FTA apportionment of FY25 Section 5307 Grant funding, $299,971 in funds that were previously appropriated as non-lapsing funds associated with the FY25 Section 5307 Grant are to be transferred to a non-lapsing fund, independent of any grant funding.

L. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of supporting the essential transportation services that many transit dependent members of the community rely on to get to and from work, buy groceries and other essentials, to receive medical care, and to care for family or friends.

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

N. The City Manager has recommended the transfer of $2,236,764 from the FY2025 5307 local match non-lapsing project account in the Transit Services Fund to the lapsing project account in the Transit Services Fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

O. The City Manager has recommended the transfer of $299,971 from FY2025 5307 non-lapsing project accounts in the Transit Services Fund to a non-lapsing project account in the Transit Services Fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

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

Q. City Council wishes to designate the appropriation herein for $299,971 of existing Federal Transit Administration Section 5307 grants as an appropriation that shall not lapse until the earlier of the expiration of the grant (or donation) or the City's expenditure of all funds received from such grant (or donation).

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

Section 1. The unexpended and unencumbered appropriated amount of TWO MILLION TWO HUNDRED THIRTY-SIX THOUSAND SEVEN HUNDRED SIXTY-FOUR DOLLARS ($2,236,764) is authorized for transfer from the non-lapsing capital project account in the Transit Services Fund to the lapsing project account in the Transit Services Fund and appropriated therein to be expended for purposes which remains unchanged.

Section 2. The unexpended and unencumbered appropriated amount of TWO HUNDRED NINETY-NINE THOUSAND, NINE HUNDRED SEVENTY-ONE DOLLARS ($299,971) is authorized for transfer from the non-lapsing capital project accounts in the Transit Services Fund to the non-lapsing capital project account in the Transit Services Fund and appropriated therein to be expended for purposes which remains unchanged.

Section 3. The appropriation herein for TWO HUNDRED NINETY-NINE THOUSAND, NINE HUNDRED SEVENTY ONE DOLLARS ($299,971) of FY25 Section 5307 Grant awards is hereby designated, as authorized in Article V, Section 11 of the City Charter, as an appropriation that shall not lapse at the end of this fiscal year but continue until the earlier of the expiration of the grant (or donation) or the City's expenditure of all funds received from such grant (or donation).

Introduced, considered favorably on first reading on June 16, 2026, and approved on second reading for final passage on July 21, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: July 31, 2026
Approving Attorney: Madelene Shehan

Exhibit: None

File Attachments for Item:

11. First Reading of Ordinance No. 072, 2026, Appropriating Unanticipated Grant Revenue and Local Matching Funds for the Purchase and Installation of Battery Electric On-Route Bus Chargers.

The purpose of this item is to appropriate $250,000 in unanticipated grant revenue awarded by the Denver Regional Council of Governments (DRCOG) for the purchase and installation of on-route battery electric bus chargers at the South Transit Center. This item also appropriates $51,969 in local match as required by the grant agreement. This appropriation is contingent upon execution of the associated grant agreement and includes a sunset date of December 31, 2026, if such agreements are not finalized.

June 16, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Annabelle Phillips, Transfort Assistant Director
Carisa Clinton, Grants Administration Manager
Joshua Ma, Grant Administrator

SUBJECT

First Reading of Ordinance No. 072, 2026, Appropriating Unanticipated Grant Revenue and Local Matching Funds for the Purchase and Installation of Battery Electric On-Route Bus Chargers.

EXECUTIVE SUMMARY

The purpose of this item is to appropriate $250,000 in unanticipated grant revenue awarded by the Denver Regional Council of Governments (DRCOG) for the purchase and installation of on-route battery electric bus chargers at the South Transit Center. This item also appropriates $51,969 in local match as required by the grant agreement. This appropriation is contingent upon execution of the associated grant agreement and includes a sunset date of December 31, 2026, if such agreements are not finalized.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

In 2019, Transfort was awarded $1,000,000 in Congestion Mitigation and Air Quality (CMAQ) funds by DRCOG for the expansion of service on the FLEX to Boulder routes. The award provided $250,000 annually over four years, from Fiscal Year (FY) 2020 through FY2023. The final FY2023 installment was subsequently reprogrammed to support the purchase and installation of electric on-route bus chargers at the South Transit Center. The FY2023 CMAQ funds require a $51,969 local match and are administered by the Federal Transit Administration. This item appropriates $250,000 in FY2023 CMAQ funds and the required $51,969 local match.

The FY2023 CMAQ funds are contingent upon execution of the associated federal grant agreement. In the event the agreement is not executed, this appropriation will lapse on December 31, 2026. This contingency ensures that the City is only obligated to expend funds once final grant terms are in place.

CITY FINANCIAL IMPACTS

This Ordinance will appropriate $250,000 in federal grant revenue; and $51,969 in local match from Fund 256 Reserves to be transferred to Fund 290 for expense to the capital project.

Funds to be Appropriated per this Action	
FY23 CMAQ	$250,000
FY23 CMAQ Local Match	$51,969
Total Funds to be Appropriated per this Action	**$301,969**

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS / LINKS

1. FY23 CMAQ PDRCOG Amendment Approving Scope Change
2. Ordinance No. 072, 2026

2024-2027 Transportation Improvement Program (Approved TIP)

Project Name: FLEX Route Extension: Boulder to Longmont

Sponsor: Boulder County

Identification Number: 2016-011

Project Type: Transit Service

Performance Measures: Congestion, Safety, Transit Assets

Affected Counties: Boulder

Affected Municipalities: Boulder, Longmont, Unincorporated

Subregions(s): Boulder

Open to Public: 2020

State ID Number: None

Project Scope:

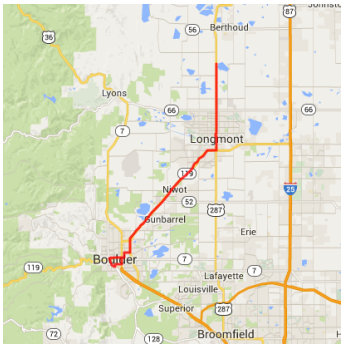
This project will extend the existing FLEX route by providing service from Longmont to Boulder. This extension will create up to five, round-trip, weekday trips. These trips will run as a complement to the existing FLEX trips between Ft. Collins and Longmont, which will remain with their existing run times and with the same destinations.

Destinations for the route within Boulder include: Boulder Junction (30th & Pearl), Boulder Transit Center/ downtown Boulder (14th & Walnut), and the University of Colorado at Boulder campus.

2020-2023 TIP funding adds one new weekday midday trip, four new weekend trips, and support for the existing weekday peak period trips.

Fiscal Year 2023 funding goes toward the purchase of on-route electric vehicle chargers for battery electric buses at Transfort's South Transit Center in Fort Collins.

Funding Type	Federal Fiscal Year 2024	Federal Fiscal Year 2025	Federal Fiscal Year 2026	Federal Fiscal Year 2027
Federal (Congestion Mitigation / Air Quality)	$0	$0	$0	$0
Local	$0	$0	$0	$0
Total	**$0**	**$0**	**$0**	**$0**



Prior Funding	Four Year Period	Future Funding	Total Funding
$2,778,000	$0	$0	$2,778,000

Amendment History

Date	Status	Description
07/22/2024	Amended	Change the scope for $250,000 in Fiscal Year 2023 federal Congestion Mitiga Quality funds to new Transfort electric vehicle chargers. Total project cost remains the same.
08/17/2023	Amended	Proposed for adoption into 2024-2027
04/22/2021	Amended	Per FY20 project delays report, shift FY20-23 funding to FY21-24. Proposed for adoption into 2022-2025.
10/22/2020	Amended	Increase local match. Total project cost increases.
08/22/2019	Amended	Proposed for adoption into 2020-2023

Additional project amendment details can be found under this project in the TRIPS database.

ORDINANCE NO. 072, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING UNANTICIPATED GRANT REVENUE AND LOCAL MATCHING FUNDS FOR THE PURCHASE AND INSTALLATION OF BATTERY ELECTRIC ON-ROUTE BUS CHARGERS

A. Transfort has been awarded $250,000 in Fiscal Year 2023 Congestion Mitigation and Air Quality funds ("FY23 CMAQ Grant") by the Denver Regional Council of Governments to support the purchase and installation of electric on-route bus chargers at the South Transit Center (the "Battery Electric On-Route Chargers Grant Project").

B. The FY23 CMAQ Grant requires a local match of $51,969 and is administered through the Federal Transit Administration.

C. The Battery Electric On-Route Chargers Grant Project will provide both operational and environmental benefits. Operational benefits include increased service reliability, extended vehicle range, reduced operational constraints associated with depot-only charging. Environmental benefits include reduction in greenhouse gas emissions and harmful air pollutants.

D. This Ordinance appropriates $250,000 in FY23 CMAQ Grant funding in addition to $51,969 in local matching funds from the 2050 Tax Parks Rec Transit OCF Fund to be used for the Battery Electric On-Route Chargers Grant Project.

E. These funds are contingent upon execution of the associated grant agreement. In the event the associated federal grant agreement is not executed, this appropriation will sunset on December 31, 2026. This contingency ensures that the City is only obligated to expend funds once final grant terms are in place.

F. These appropriations benefit the public health, safety, and welfare of the residents of Fort Collins and the travelling public and serve the public purpose of enhancing the essential transportation services that many transit-dependent members of the community rely on and advancing Our Climate Future goals.

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

H. The City Manager has recommended the appropriation from the Transit Services Fund described herein and determined that the funds to be appropriated are available and previously unappropriated from the Transit Services Fund and that this appropriation will not cause the total amount appropriated in the Transit Services Fund to

exceed the current estimate of actual and anticipated revenues and all other funds to be received in this Fund during this fiscal year.

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

J. The City Manager has recommended the appropriation in the 2050 Tax Parks Rec Transit OCF Fund described herein and determined that the funds to be appropriated are available and previously unappropriated from the Fund and that this appropriation will not cause the total amount appropriated in the 2050 Tax Parks Rec Transit OCF Fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in this Fund during this fiscal year.

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

L. The City Manager has recommended the transfer of $51,969 from the 2050 Tax Parks Rec Transit OCF Fund to the Transit Services Fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

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

N. City Council wishes to designate the appropriations herein for the FY23 CMAQ 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 Transit Services Fund the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS

($250,000) to be expended in the Transit Services Fund for the Battery Electric On-Route Chargers Grant Project.

Section 2. There is hereby appropriated from prior year reserves in the 2050 Tax Parks Rec Transit OCF Fund the sum of FIFTY-ONE THOUSAND NINE HUNDRED SIXTY-NINE DOLLARS ($51,969) to be expended in the 2050 Tax Parks Rec Transit OCF Fund for transfer to the Transit Services Fund to be expended therein for the Battery Electric On-Route Chargers Grant Project.

Section 3. The appropriations herein for FY23 CMAQ Grant are hereby designated, as authorized in Article V, Section 11 of the City Charter, as appropriations that shall not lapse at the end of this fiscal year but continue until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant or December 31, 2026, if the associated grant agreement enabling the City to receive the FY23 CMAQ Grant has not been executed before that date.

Introduced, considered favorably on first reading on June 16, 2026, and approved on second reading for final passage on July 21, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: July 31, 2026
Approving Attorney: Madelene Shehan

Exhibit: None

File Attachments for Item:

12. First Reading of Ordinance No. 073, 2026, Making a Supplemental Appropriation of Grant Funds from the Colorado Energy Office for the IMPACT Accelerator Grant Program.

The purpose of this item is to appropriate $3,838,615 of unanticipated grant revenue from the Colorado Energy Office for the IMPACT Accelerator Grant Program. The funding will support transportation safety improvements and evaluation of building performance strategies, including community engagement, technical assistance, and implementation support.

June 16, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Cortney Geary, Manager, FC Moves
Rachel Ruhlen, Planner, FC Moves
Katherine Bailey, Project Manager, Energy Services
Carisa Clinton, Manager, Grants Administration

SUBJECT

First Reading of Ordinance No. 073, 2026, Making a Supplemental Appropriation of Grant Funds from the Colorado Energy Office for the IMPACT Accelerator Grant Program.

EXECUTIVE SUMMARY

The purpose of this item is to appropriate $3,838,615 of unanticipated grant revenue from the Colorado Energy Office for the IMPACT Accelerator Grant Program. The funding will support transportation safety improvements and evaluation of building performance strategies, including community engagement, technical assistance, and implementation support.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The IMPACT Accelerator program is administered by the Colorado Energy Office (CEO). Funding for the program is provided through the U.S. Environmental Protection Agency's Climate Pollution Reduction Grant program. The IMPACT Accelerator program provides funding to local governments for projects and initiatives related to transportation, buildings, land use, and waste management that support community resilience, infrastructure improvements, and other state priorities.

The City was awarded $3,838,615 in IMPACT Accelerator Program grant funding for the 2026 State fiscal year. This grant award does not require any local matching funds.

A portion of the funding will support transportation safety improvements, including development of protected intersection design standards and implementation of protected intersections and adding protection to existing bike lanes along Laurel Street. These efforts build on existing corridor planning work and are intended to improve safety and mobility for people traveling through the area.

The grant also provides funding to evaluate potential building performance standards through community engagement and research, along with technical assistance and resources for affected property owners. Planned work will include analysis of potential impacts and development of technical and financial support tools. Findings will be shared with Council to inform future discussions regarding building performance

options and related policy considerations. Staff will have the opportunity to engage with the Council Finance Committee this summer to review the BPS scope and receive feedback on project direction across all phases.

CITY FINANCIAL IMPACTS

This item appropriates $3,838,615 in unanticipated grant revenue from the Colorado Energy Office IMPACT Accelerator program. Grant funds will support transportation safety improvements, evaluation of building performance strategies, community engagement, technical assistance, and related project implementation activities. Grant Revenue and Expenses to be allocated as follows:

Energy Services (Fund 501): $2,665,494

Transportation Services (Fund 292): $1,173,121

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

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Grant Agreement
2. Ordinance No. 073, 2026

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Grant Award Letter

Intergovernmental Grant Agreement

Cover Page

State Agency		**Grant Agreement No.**
Colorado Energy Office (CEO)		CTGG1 26-3645
Grantee		
City of Fort Collins		**Grant Issuance Date**
Grantee UEI		The date the State Controller or an
VEJ3BS5GK5G1		authorized delegate signs this Grant Letter
Grant Amount		**Grant Expiration Date**
State Fiscal Year 2026	$3,838,615.00	July 31, 2029
State Fiscal Year 2027 from SFY26	Any unused funds	**Fund Expenditure End Date** July 31, 2029
State Fiscal Year 2028 from SFY27	Any unused funds	**Agreement Authority** – Authority to enter into this Agreement exists
State Fiscal Year 2029 from SF28	Any unused funds	in CRS §24-38.5-101, et seq., and funds have been appropriated for this Agreement from
State Fiscal Year 2030 from SFY29	Any unused funds	the U.S. Environmental Protection Agency Award No. 00I02300, and a sufficient
Total for all State Fiscal Years		unencumbered balance thereof remains
$3,838,615.00		available for payment.

Grant Purpose

The purpose of this Grant Agreement is for Grantee to focus on advancing policies that extend beyond state requirements and implementing projects that support and further policy adoption work, which will help drive long-term emissions reductions and provide other co-benefits like bolstering local resilience and improving air quality. Grantee was awarded as a result of the CEO's competitive Local IMPACT Accelerator Grant Program Application.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.

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2. Exhibit B, Budget.
3. Exhibit C, Compliance Reporting Requirements.
4. Exhibit D, Federal Provisions.

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit D, Federal Provisions.
2. Colorado Special Provisions in §18 of the main body of this Agreement.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit A, Statement of Work.
5. Exhibit B, Budget.
6. Exhibit C, Compliance Reporting Requirements.

Principal Representatives

For the State:
Carlos Tamayo
Colorado Energy Office
1600 Broadway Street
Suite 1960
Denver, CO 80202
carlos.tamayo@state.co.us

For Grantee:
Carisa Clinton
City of Fort Collins
215 N. Mason Street
Fort Collins, CO 80522
cclinton@fcgov.com

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Signature Page

The Signatories Listed Below Authorize this Grant

STATE OF COLORADO

Jared S. Polis, Governor

Colorado Energy Office

Will Toor, Executive Director

Signed by:
Dominique Gómez
606DE6A901984CD...

By: Dominique Gómez, Deputy Director

Date: 6/2/2026

Grantee

City of Fort Collins

Signed by:
980FDE88547E4D7...

By: Kelly DiMartino, City Manager

Date: 6/2/2026

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

DocuSigned by:
Jonathon Bray
B31AED355C9A4DB...

By: Jonathon Bray, Controller, Office of the Governor

Date 6/2/2026

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1. Grant

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. Term

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit A

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This

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subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. Grantee's Termination Under Federal Requirements

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

3. Definitions

The following terms shall be construed and interpreted as follows:

A. **"Agreement"** means this Agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

D. **"Budget"** means the budget for the Work described in Exhibit B.

E. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

F. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.

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G. **"Cost Sharing"** means a portion of project costs not paid under this Subaward. This includes match which refers to required levels of cost share that must be provided (2 CFR 200.306)

H. **"Grant Award Letter"** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

I. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

J. **"Grant Expiration Date"** means the Grant Expiration Date shown on the first page of this Grant Award Letter.

K. **"Grant Issuance Date"** means the Grant Issuance Date shown on the first page of this Grant Award Letter.

L. **"Exhibits"** exhibits and attachments included with this Grant as shown on the first page of this Grant

M. **"Extension Term"** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

N. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement agreement under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

O. **"Federal Awarding Agency"** means a federal agency providing a Federal Award to a Recipient. The U.S. Environmental Protection Agency (EPA) is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.

P. **"Goods"** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

Q. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

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R. **"Initial Term"** means the time period between the Grant Issuance Date and the Grant Expiration Date.

S. **"Party"** means the State or Grantee, and "Parties" means both the State and Grantee.

T. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

U. **"Recipient"** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.

V. **"Services"** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

W. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

X. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

Y. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

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Z. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

AA. **"Sub-Award"** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

BB. **"Subcontractor"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

CC. **"Subrecipient"** means an entity that receives a Sub-Award from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.

DD. **"Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to the Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

EE. **"Work"** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

FF. **"Work Product"** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. Statement of Work

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Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. Payments to Grantee

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds

RESERVE

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of

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properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. Reporting - Notification

A. Performance and Final Status

Grantee shall submit reports pursuant to Exhibit A. Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. Grantee Records

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and

transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Confidential Information-State Records

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If

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Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

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If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Grantee, including, but not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement.

9. Conflict of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. Insurance

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Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. Breach of Agreement

In the event of a breach of agreement, the aggrieved party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the party may exercise any of the remedies as described in §12 for that party. Notwithstanding any provision of this agreement to the contrary, the state, in its discretion, need not provide notice or a cure period and may immediately terminate this agreement in whole or in part or institute any other remedy in this agreement in order to protect the public interest of the state; or if grantee is debarred or suspended under §24-109-105, C.R.S., the state, in its discretion, need not provide notice or cure period and may terminate this agreement in whole or in part or institute any other remedy in this agreement as of the date that the debarment or suspension takes effect.

12. Remedies

A. State's Remedies

In addition to any remedies available under any exhibit to this grant agreement, if Grantee is in breach under any provision of this agreement and fails to cure such breach, the state, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this agreement or at law. The state may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the state may terminate this entire agreement or any part of this agreement. Additionally, if Grantee fails to comply with any terms of the federal award, then the state may, in its discretion or at the direction of a federal awarding agency, terminate this entire agreement or any part of this

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agreement. Grantee shall continue performance of this agreement to the extent not terminated, if any.

The State may also terminate this grant agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

a. Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.B**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact

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amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

II. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of grantee's employees, agents, or subcontractors from the work whom the state deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the state to be contrary to the public interest or the state's best interest.

e. Intellectual Property

If any work infringes, or if the state in its sole discretion determines that any work is likely to infringe, a patent, copyright, trademark, trade secret or

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other intellectual property right, grantee shall, as approved by the state (i) secure that right to use such work for the state and grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the state.

f. Collection of Unallowable Costs (2 CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statue or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and § 200.346.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. Dispute Resolution

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

14. Notices and Representatives

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§14**.

15. Rights in Work Product and Other Information

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Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

16. Governmental Immunity

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

17. General Provisions

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

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D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or

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entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

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

K. Accessibility

i. Grantee shall comply with the *Accessibility Standards for Individuals with a Disability*, as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.

ii. The State may require Grantee's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

L. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit C at all times during the term of this Grant.

18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

A. Statutory Approval. §24-30-202(1) C.R.S.

This agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

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C. Governmental Immunity.

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

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any Agreement, liability, or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

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Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

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Section 1: Project Background and Description

The following section provides an overview of the Local Implementation, Mitigation, and Policy Action Accelerator Program (Local IMPACT Accelerator or "Accelerator" hereafter) and the City of Fort Collins' ("the Grantee" hereafter) specific policy and project work. It also includes key requirements from the U.S. Environmental Protection Agency (EPA) and the Colorado Energy Office (CEO).

The term "Grantee" refers to recipients of CEO CPRG funding and "Grant Agreement" refers to the Intergovernmental Agreement between Grantee and CEO. However, CEO will refer to Grantee as "Subrecipient" and Grant Agreement as "Subaward Agreement" for all other documentation, in order to align with EPA's naming conventions.

EPA and CEO Compliance Requirements

The Grantee shall comply with all Federal Award Terms and Conditions associated with CPRG, including EPA General Terms and Conditions, 2 CFR 200, 2 CFR 1500, 40 CFR 33, Clean Air Act Sec 137, and all Quality Assurance (QA) requirements as detailed in Task 2. In addition, the Grantee shall comply with CEO specific requirements including those that serve to monitor risk and performance as noted in Section 8.

Overview of the Accelerator Program

The Accelerator will provide a total of approximately $50 million in grants from the EPA Climate Pollution Reduction Grant (CPRG) program. These funds will support local governments in adopting policies that extend beyond state requirements in four categories (Buildings, Land Use, Transportation, Waste) in order to bolster local resilience, reduce emissions, and advance other state priorities, such as improved air quality.

Overview of the Grantee Policy and Project

The Grantee will advance two policy measures: a Protected Intersections Policy and Building Performance Standards (BPS) Policy, and two supporting projects. The Protected Intersections effort involves adopting new street design standards into the Larimer County Urban Area Street Standards (LCUASS) to include protected intersections, and implementing quick-build protected

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intersections and bike lanes on Laurel Street. The BPS initiative proposes adopting a local BPS policy covering buildings down to 5,000 square feet, exceeding the state standard, and the project will provide financial, technical, and educational assistance to help building owners, particularly under-resourced properties, comply with the new BPS requirements. Both policies and projects aim to support the City's goals of achieving 50% active mode share by 2032 and carbon neutrality by 2050.

By executing this Grant Agreement, the Grantee commits to pursuing the adoption of local policies that exceed minimum State and local standards, as committed to in the Grantee's Accelerator application and required by the Accelerator Program Guidance.

Overview of Deliverables and Work Products

Deliverables, which must be submitted to CEO for review and approval, are distinct from work products, which are materials developed by the Grantee or its vendors that do not need to be submitted to CEO. Deliverables for this Statement of Work include the monthly progress reports, the final report, Quality Assurance and Compliance documents, and the Task Continuation Work Request. For Tasks where the Grantee is expected to complete work or create work products but is not required to submit a deliverable to CEO, the Grantee shall provide a detailed summary of work progress in monthly progress reports. This requirement is noted in both the *Summary of Task Deliverables* sections and *Section 3: Project Schedule* as "Detailed to CEO in monthly progress reports."

Unless otherwise stated, CEO will not require the Grantee to submit work products for approval, but the Grantee is expected to save all work products and have them readily available for CEO for monitoring or risk assessment. Work product completion will be validated through monthly reports and in monthly meetings with the Program Manager.

Overview of Phased Funding Approach

CEO has awarded the Grantee funding in a phased approach, where the Grantee may only begin certain tasks after the completion and approval of prior tasks.

The Grantee may only begin work and submit reimbursement requests for the available funding amounts associated with Task 1-3 in Table 1 below until a Task Continuation Work Request is approved, as described herein. Upon completion of Task 3 - Advance Milestones toward Policy Adoption, the Grantee must submit a Task Continuation Work Request to CEO.

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The Grantee is prohibited from working on any task following Task 3 until they have received CEO approval of their Task Continuation Work Request. See Task 3.2 Task Continuation Work Request for request submission details. See Table 1 below for funding availability by phase and task.

If the Grantee fails to submit a Task Continuation Work Request or if CEO does not approve the request, CEO's maximum liability to the Grantee will be limited to the funds approved for Tasks 1-3. In such an event, CEO reserves the right to de-obligate any remaining project funding.

Phase	Tasks	Available Funding	Funding Availability
Phase 1	1 - Project Communication and Administration	$84,119	Upon Agreement Effective Date
	2 - Quality Assurance	$46,000	
	3 - Advance Milestones toward Policy Adoption	$174,902	
Phase 2	4 - Project Implementation	$3,533,594	Successful completion of Task 3.1 and approval of Task Continuation Work Request as described in Task 3.2.
	Total Costs	**$3,838,615**	

Table 1

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Section 2: Work Tasks, Deliverables, and Timeline

- The Grantee shall complete the following work tasks and provide the following deliverables to CEO, subject to CEO's (or others') final approval and discretion.
- Any work products and deliverables must comply with the State of Colorado technical standards related to technology accessibility and with Level A and AA of the most current version of the Web Content Accessibility Guidelines (WCAG), currently WCAG 2.1.
- The State may require compliance to the State's accessibility standards for any work product be determined by a third-party selected by the State. Please refer to the Vendor Accessibility Guide for more information on the State's accessibility requirements.
- The Grantee and its vendors and contractors shall adhere to Addendum 1, Artificial Intelligence (AI) Disclosure and Use Requirements, which includes disclosing in writing whether and how AI is used, human oversight of AI-generated content, data protection and confidentiality, and quality and accuracy standards.
- In all cases, CEO will need time to review deliverables. Whether called out in specific tasks or not, the Grantee should allow at least one week for CEO review and one week for the Grantee to accept edits into their process. Building in at least two additional weeks (or more) for this full review process will help ensure deadlines are met with an appropriate buffer to ensure the end product is meeting all standards for quality, accessibility, and design.

Task 1 Project Communication and Administration

Project communication and administration activities are expected to occur for the duration of the project and include the tasks below.

- **Task 1.1 Kickoff Meeting**
  The Grantee shall attend a 60-90 minute (virtual or in-person) kick-off meeting with CEO, ideally within one week but no more than 12 business days of Grant Agreement Effective Date unless otherwise allowed in writing (i.e., email) by CEO.

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- **Task 1.2 Monthly Meetings**

  The Grantee shall attend monthly meetings (virtual or in-person) with CEO. If the CEO Program Manager (PM) determines that meetings should be held more or less frequently, CEO will communicate this in writing (i.e., email).

- **Task 1.3 Monthly Report**

  The Grantee shall submit a monthly report, using a CEO provided template, no later than the 15th day of the following month unless otherwise allowed by CEO in writing (i.e., email). If the 15th day falls on a weekend or holiday, the report is due the Monday or workday following the weekend or holiday. The report shall summarize work for the previous month, including but not limited to: A) project status, B) a description of the work products, deliverables and tasks completed during the reporting period, C) budget expended and remaining by cost category, D) project findings, E) unanticipated outcomes or roadblocks, and, F) next steps in the project. The Grantee shall also include a description of Quality Assurance and EIO activities completed including, but not limited to: status of QA deliverables, collection and/or use of primary or existing data, or any other QA or EIO related activity. If work is behind schedule, the Grantee should provide a summary of reasons for the delay and an action plan to get back on schedule. The Grantee shall submit the monthly report together with the monthly invoice (unless CEO has approved an exception) in order to show grant spend down and timely billing to CEO. Note that a monthly report is required whether or not an invoice is submitted.

- **1.4 Annual Report**

  Each year by the 15th of September, unless otherwise allowed by CEO in writing (i.e., email) the Grantee will submit an annual report, using a CEO provided template, which will replace the monthly report for that month only and require additional details. These will include: A) Verification that the Grantee has reviewed their Supplemental Assurance Plan, (SAP) as required in Task 2, B) Submission of the Grantee's updated SAP, as necessary, and C) Confirmation that the Grantee is advancing milestones toward policy adoption, that the policy adoption timeline is still accurate, and a list of any risk mitigation strategies being applied to ensure the policy adoption will be successful. Failure to provide the necessary details above including showing the

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jurisdiction is still working to advance the policy/policies it committed to passing may result in actions such as pausing grant funding until such time as those details can be adequately provided to CEO and the CEO PM accepts the annual report.

- **1.5 Final Project Report**

  The final report should describe project outcomes against tasks/subtasks, summarize achievements, challenges, and lessons learned, and be no more than five (5) pages. CEO will provide the Grantee with a final report template. The final report shall be submitted with the final invoice, which should indicate completion of all project deliverables. Final reports are due within 45 days of the expiration of the Agreement. However, the Grantee will not be reimbursed for hours spent completing the final report if those hours occur after the expiration of the Agreement.

Summary of Task 1 Deliverables

- **1.1 Kickoff Meeting.** Within 12 business days of the Grant Agreement Effective Date.
- **1.2 Monthly Meetings**. Monthly after the kickoff meeting.
- **1.3 Monthly Reports**. Due by the 15th calendar day of the following month.
- **1.4 Annual Report.** Due annually on September 15.
- **1.5 Final Project Report**. Due within 45 calendar days of the Grant Agreement Expiration Date.

Task 2 Quality Assurance

EPA requires that all organizations performing Environmental Information Operations (EIO) must adhere to EPA's Quality Assurance Policy and that all EIO shall be implemented in accordance with an approved Quality Assurance Project Plan (QAPP). As such, all grantees under the Accelerator program must adhere to EPA's Quality Program, CEO's QMP (Quality Management Plan), CEO's QAPP or CEO's Programmatic Quality Assurance Project Plan (PQAPP).

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In order to simplify this process for Grantee, CEO is drafting a PQAPP for EPA approval. The PQAPP outlines how CEO will perform EIO relevant to Accelerator Grantee project scopes, such as the use of existing environmental data or the collection of limited primary environmental data. CEO will provide the Grantee with a list of EIO activities covered by CEO's PQAPP.

As part of adhering to CEO's PQAPP, the Grantee must complete and submit a Supplemental Assurance Plan (SAP) to provide CEO with all expected data sources and reports the Grantee intends to use. CEO will review the SAP and determine if CEO's PQAPP will cover the Grantee's EIO, or if the Grantee will need to draft their own QAPP for EPA approval. Grantees that do not need to draft their own QAPP must only complete Tasks 2.1-2.3 below. Grantees that need to draft their own QAPP, whether determined before the Agreement Effective Date or during the term of the Agreement, must still complete Tasks 2.1-2.3 but must also complete tasks 2.4-2.6 below.

CEO will provide $40,000 in funding to Grantee to support the Quality Assurance activities detailed below. If it is determined jointly by CEO and the Grantee that funding support for PQAPP/SAP/QAPP compliance is not needed and CEO agrees to exercise this option, CEO may reallocate the funding associated with this task. The Grantee or CEO may initiate this request and it must be confirmed in writing (i.e. email) by CEO. Allowable uses of reallocated funds include but are not limited to: A) compliance with other federal requirements in this Agreement, B) adding funding to augment another task within this SOW, C) funding an optional task (if one is listed in this SOW and CEO agrees to exercise the option in writing (i.e., email) to Grantee), or D) adding a task not in the current SOW. Option D will require an amendment to the Agreement before work can begin.

- **Task 2.1 SAP Submission**

  The Grantee must complete and submit a SAP to CEO for review and approval with all expected data sources and reports the Grantee intends to use. In some cases, EPA may review as well. The Grantee must receive CEO approval of the SAP prior to engaging in EIO. CEO will provide the Grantee with a SAP template.

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- **Task 2.2 Annual SAP Review**

  The Grantee must conduct a formal annual review of their SAP to confirm the information is still accurate and submit the review to CEO for approval. CEO will provide guidance on how to perform and document an annual SAP review.

- **Task 2.3 Ongoing SAP QA Monitoring**

  In addition to the formal annual review, the Grantee must also regularly review their SAP and track minor changes as needed. This includes reporting on Quality Assurance during each monthly meeting and monthly progress report. If, at any point throughout the grant term, either the Grantee or CEO determines the Grantee is working on EIO-related activities that are outside of the scope of the Grantee's SAP, the Grantee shall immediately stop work on EIO-related activities and consult with the CEO PM and CEO's Quality Assurance Manager. The Grantee may not resume work on EIO-related activities until CEO identifies a remedy, which is likely the resubmission of a revised SAP for CEO approval. As evidenced to CEO in monthly progress reports as well as in the SAP if/when a change is needed.

- **Task 2.4 QAPP and Crosswalk Submission (if a QAPP is required)**

  If the Grantee's scope of EIO exceeds that which is covered by CEO's PQAPP, the Grantee must develop their own QAPP and associated QAPP Crosswalk for EPA approval. The QAPP Crosswalk is used to ensure each aspect of the QAPP has been completed and meets EPA requirements. The Grantee will submit these documents to CEO for review, and CEO will provide feedback for the Grantee to incorporate prior to EPA submission. CEO will then submit the Grantee's final QAPP/QAPP Crosswalk to EPA. The Grantee is expected to incorporate all edits and revisions until EPA provides final approval.

- **Task 2.5 Annual QAPP Review (if a QAPP is required)**

  If the Grantee has developed their own QAPP, the Grantee must conduct a formal annual review of the QAPP using the EPA QAPP Crosswalk to confirm the information is still accurate or identify and describe any changes to the approved QAPP. QAPP Crosswalks and/or revised QAPPs must be submitted to EPA no later than 60

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calendar days prior to the anniversary of the EPA QAPP approval date. In order to provide CEO time to evaluate the Grantee's annual QAPP review, the Grantee must submit the QAPP Crosswalk and, if applicable, the revised QAPP to CEO at least 90 calendar days prior to the anniversary of the EPA QAPP approval date.

- **Task 2.6 Ongoing QAPP QA Monitoring (if a QAPP is required)**

  In addition to the formal annual review, the Grantee must also regularly review their QAPP and track minor changes as needed. This includes reporting on Quality Assurance during each monthly meeting and monthly progress report. If, at any point throughout the grant term, either the Grantee or CEO determines the Grantee is working on EIO-related activities that are outside of the scope of the Grantee's QAPP, the Grantee shall immediately stop work on EIO-related activities and consult with the CEO PM and CEO's Quality Assurance Manager. The Grantee may not resume work on EIO-related activities until CEO identifies a remedy, which is likely the resubmission of the QAPP for EPA approval.

Summary of Task 2 Deliverables

- **2.1 SAP Submission.** Due within 30 calendar days of request by CEO PM.
- **2.2 Annual SAP Review.** Due annually on September 15.
- **2.3 Ongoing SAP QA Monitoring.** Ongoing. Detailed to CEO in monthly progress reports (or in a SAP update as needed).
- **2.4 QAPP and Crosswalk Submission (if a QAPP is required).** Due date to be determined by CEO Quality Assurance Manager.
- **2.5 Annual QAPP Review (if a QAPP is required).** Due annually to CEO at least 90 calendar days prior to the anniversary of the EPA QAPP approval date.
- **2.6 Ongoing QAPP QA Monitoring (if a QAPP is required).** Ongoing. Detailed to CEO in monthly progress reports.

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Task 3 Advance Milestones towards Policy Adoption

The subtasks in Task 3 represent the work that the Grantee must complete to demonstrate a good faith effort in advancing policy. CEO will not reimburse Grantee for work performed on any tasks following Task 3 until Task 3 is completed (unless otherwise allowed in writing by CEO).

- **Task 3.1 Protected Intersections Policy Adoption and Implementation Planning**

  The Grantee is committed to advancing several key milestones to demonstrate good faith effort toward policy adoption and unlock project funding. The milestones include: A) Contracting with a contractor using a competitive procurement process to draft the Protected Intersection Policy and establish the policy framework for implementation, B) Conducting internal stakeholder engagement with city leadership and relevant departments—including Engineering, FC Moves, Traffic Operations, Streets, Planning, and Development Review—to refine the policy and confirm the pathway toward City Council consideration, and, C) Documenting progress toward adoption by presenting the draft policy to the Active Modes Advisory Board and securing a letter of support from the appropriate Council Advisory Board(s).

- **Task 3.2 BPS Engagement, Analysis, and Policy Language Update**

  The Grantee will advance the development and adoption of the Building Performance Standards (BPS) policy, using a competitively selected contractor through the following activities: A) Conducting stakeholder engagement and feasibility analysis regarding the BPS policy, which will also inform implementation support strategies outlined in Tasks 4.3-4.5; B) Addressing policy questions raised by City Council and community leaders to refine and inform final policy language, and; C) Incorporating results from engagement with community and City Council in order to update the previously developed code language for Council’s consideration.

- **Task 3.3 Task continuation work request**
  The Grantee shall submit a Task Continuation Work Request using a template provided by CEO via email to the CEO PM. The Grantee should also submit any associated documentation and/or publicly available hyperlinks as requested by CEO indicating completion of deliverables outlined in Tasks 3.1 and 3.2 with the Task Continuation Work Request. If the Grantee is unable to complete Tasks 3.1 and/or 3.2

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due to unforeseen complications, they may request an exemption on the Task Continuation Work Request template and CEO will evaluate the request. If an exemption is granted, a formal Grant Agreement amendment may be required.

Summary of Task 3 Deliverables

- **3.1 Protected Intersections Policy Adoption and Implementation Planning.** Estimated to begin in July 2026 and be completed by the end of December 2027. Detailed to CEO in the Task Continuation Work Request.
- **3.2 BPS Engagement, Analysis, and Policy Language Update.** Estimated to begin in July 2026 and be completed by the end of December 2027. Detailed to CEO in the Task Continuation Work Request.
- **3.3 Task Continuation Work Request.** Due to CEO within 30 calendar days after Tasks 3.1 and 3.2 are completed.

Task 4 Project Implementation and Policy Refinement

This task focuses on implementing protected intersections and bike lanes on Laurel Street and providing support for Building Performance Standards (BPS) compliance. Activities for BPS compliance include financial assistance for early adopters, outreach and education, and technical navigation to help building owners—especially under-resourced properties—meet BPS requirements in Tasks 4.3 - 4.5. Ultimately, the Grantee will present the finalized BPS policy to City Council for official consideration and adoption, while separately presenting the protected intersections policy and supporting it by inviting Council members to visit the previously installed intersections on Laurel Street.

- **Task 4.1 Laurel Street Protected Intersections and Bike Lanes.**

  The Grantee, using City of Fort Collins staff, will install quick-build protected intersections and protected bike lanes on Laurel Street, as outlined in the Safer Streets Northwest study, to complete a corridor of protected facility and demonstrate what the policy looks like in practice.

- **Task 4.2 Present the Protected Intersections Policy for City Council Adoption.**

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The Grantee will invite Council members to visit the protected intersections previously installed on Laurel Street in order to bolster support for the policy, and then present the finalized policy to City Council for official adoption.

- **Task 4.3 BPS Financial Assistance and Early Adopter Rebates.**

  With the support of a competitively selected contractor, the Grantee will establish an early adopter rebate program to support early compliance with BPS requirements for buildings over 5,000 square feet, with priority given to under-resourced properties. Rebates will be performance-based, with amounts tied to projected energy savings. The Contractor will prescribe eligible rebates (eligibility established in the Accelerator Program Guidance), and the City will distribute rebate funds to building owners. Feedback and learnings from this program will be incorporated into final BPS policy development.

- **Task 4.4 BPS Outreach and Education.**

  With the support of a competitively selected contractor, the Grantee will conduct outreach and education in order to communicate BPS requirements and compliance pathways to building owners and stakeholders, and facilitate coordination of compliance activities between building owners and tenants. Feedback and learnings from outreach and education will be incorporated into final BPS policy development.

- **Task 4.5 BPS Technical Navigator and Building Assessments.**

  With the support of a competitively selected contractor, the Grantee will establish a technical navigator responsible for providing direct technical guidance to building owners. The navigator will conduct on-site and remote building assessments to identify the most effective and feasible strategies for achieving compliance with the BPS policy. Feedback and learnings from the technical navigator will be incorporated into final BPS policy development.

- **Task 4.6 Present BPS Policy for Adoption.**

  The City will refine the BPS policy based on Tasks 4.2-4.5 and present the final proposed BPS policy to the City Council for official consideration and adoption.

Summary of Task 4 Deliverables

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- **4.1 Laurel Street Protected Intersections and Bike Lanes.** Estimated to begin in April 2027 and be completed by the end of December 2027. Detailed to CEO in monthly progress reports.
- **4.2 Present the Protected Intersections Policy for City Council Adoption.** Estimated to begin in May 2027 and be completed by the end of December 2027. Detailed to CEO in monthly progress reports.
- **4.3 BPS Financial Assistance and Early Adopter Rebates.** Estimated to begin in January 2027 and be completed by the end of December 2028. Detailed to CEO in monthly progress reports.
- **4.4 BPS Outreach and Education.** Estimated to begin in January 2027 and be completed by the end of December 2028. Detailed to CEO in monthly progress reports.
- **4.5 BPS Technical Navigator and Building Assessments.** Estimated to begin in January 2027 and be completed by the end of December 2028. Detailed to CEO in monthly progress reports.
- **Task 4.6 Present BPS Policy for Adoption.** Estimated to begin in December 2027 and be completed by the end of December 2028. Detailed to CEO in monthly progress reports.

Project Schedule

Task Number	Summary of Deliverables	Estimated Due Date
1.1	Kickoff Meeting	Within 12 business days of the Grant Agreement Effective Date.
1.2	Monthly Meetings	Monthly after the kickoff meeting.
1.3	Monthly Report	Due by the 15th calendar day of the following month.
1.4	Annual Report	Due annually on September 15.
1.5	Final Project Report	Due within 45 calendar days of the Grant Agreement expiration date.
2.1	SAP Submission	Due within 30 calendar days of request by CEO PM.
2.2	Annual SAP Review	Due annually on September 15.

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Task Number	Summary of Deliverables	Estimated Due Date
2.3	Ongoing SAP QA Monitoring	Ongoing. Detailed to CEO in monthly progress reports (or in a SAP update as needed).
2.4	QAPP and Crosswalk Submission (if a QAPP is required)	Due date to be determined by CEO Quality Assurance Manager.
2.5	Annual QAPP Review (if a QAPP is required)	Due annually to CEO at least 90 calendar days prior to the anniversary of the EPA QAPP approval date.
2.6	Ongoing QAPP QA Monitoring (if a QAPP is required)	Ongoing. Detailed to CEO in monthly progress reports.
3.1	Protected Intersections Policy Adoption and Implementation Planning	Estimated to begin in July 2026 and be completed by the end of December 2027. Detailed to CEO in the Task Continuation Work Request.
3.2	BPS Policy Development	Estimated to begin in July 2026 and be completed by the end of December 2027. Detailed to CEO in the Task Continuation Work Request.
3.3	Task continuation work request	Due within 30 calendar days after Tasks 3.1 and 3.2 are completed.
4.1	Laurel Street Protected Intersections and Bike Lanes	Estimated to begin in April 2027 and be completed by the end of December 2027. Detailed to CEO in monthly progress reports.
4.2	Present the Protected Intersections Policy for City Council Adoption	Estimated to begin in May 2027 and be completed by the end of December 2027. Detailed to CEO in monthly progress reports.
4.3	BPS Financial Assistance and Early Adopter Rebates	Estimated to begin in January 2027 and be completed by the end of December 2028. Detailed to CEO in monthly progress reports.
4.4	BPS Outreach and Education	Estimated to begin in January 2027 and be completed by the end of December 2028. Detailed to CEO in monthly progress reports.

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Task Number	Summary of Deliverables	Estimated Due Date
4.5	BPS Technical Navigation and Building Assessments	Estimated to begin in January 2027 and be completed by the end of December 2028. Detailed to CEO in monthly progress reports.
4.6	Present BPS Policy for Adoption	Estimated to begin in December 2027 and be completed by the end of December 2028. Detailed to CEO in monthly progress reports.

Section 5: Compliance Reporting

The Grantee is responsible for adhering to all Federal Terms and Conditions referenced in the Overview of EPA and CEO Compliance Requirements section on page 1. If the Grantee's project prompts federal requirements such as compliance with Davis-Bacon and Related Acts (DBRA), Build America, Buy America (BABA) as required by CEO, the Grantee will be required to provide related documentation to CEO to demonstrate compliance. Exhibit C - Compliance Reporting outlines a detailed breakdown of any applicable reporting requirements that must be met prior to reimbursement.

Section 6: Budget

CEO has reviewed and approved the budget in Exhibit B - Budget Information for this Agreement. The maximum amount payable under this Agreement to the Grantee by CEO shall be $3,838,615.00, as determined by the State from available funds. To make any changes to the approved budget, the Grantee shall follow the below processes and detail any requested changes in the monthly report. Note that Grant Agreement amendments cannot increase the total maximum amount of the Agreement unless otherwise approved by CEO, and CEO reserves the right not to approve budget change requests.

Budget Changes Requiring CEO Approval

The following actions require written approval (i.e. email) from CEO and may also require a formal Grant Agreement amendment:

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- Reallocating more than 10% of the total award value between cost categories.
- Reallocating any dollar amount of funds from Participant Support Costs to any other Cost Category or between Construction and any other Cost Category.
- Any changes to indirect rates or total indirect amounts. Grantee must use an approved NICRA, and all calculations remain subject to CEO approval.
- Any modification to the quantity or specifications of equipment purchases. While items listed in Exhibit B - Budget Information are pre-approved by CEO, any changes require CEO written approval.

Budget Changes Requiring CEO Notification

- Reallocating less than 10% of the total award value between cost categories excluding Participant Support Costs, Construction, and Indirect Costs.

Table 2

Cost Category	**Budget**
Personnel/Fringe	$73,147
Travel	$0
Equipment	$0
Supplies/Other Direct	$752,884
Contracts/Subawards	$2,040,326
Construction	$167,221
Participant Support Costs	$350,000
Indirect	$455,037
Total	**$3,838,615**

Section 7: Payment

Payments shall be made in accordance with the provisions set forth in the Grant Agreement. The State shall pay the Grantee the reasonable, allocable, and allowable costs for work performed based on satisfactory progress of the work defined in this Grant Agreement.

The Grantee shall be reimbursed based on time and materials as outlined in the tasks and deliverables stated above and in Exhibit B - Budget Information.

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The Grantee must provide supporting documents for each reimbursement request prior to the disbursement of any funds. Acceptable supporting documents may include invoices, copies of contracts, Vendor quotes/receipts, time and effort reports, and other expenditure explanations that justify the reimbursement requests. CEO may request additional information from the Grantee to support the payment requests prior to release of funds, as deemed necessary.

The Grantee shall be compensated only for work and services performed by the Grantee or a contractor or subrecipient of the Grantee and accepted by the CEO pursuant to the terms of this Agreement. Payment shall also be contingent upon CEO's timely receipt and acceptance of required reports described above. The Grantee shall be reimbursed no more than once a month based on the submission of the Grantee's invoice and progress report.

The monthly progress report will provide detail of the work performed on each task or deliverable. The progress report should include a narrative that substantiates the work described on the invoice for each task/deliverable. The Grantee shall invoice by task on a time and materials basis for Tasks according to Exhibit B - Budget Information.

Section 8: Risk and Performance Monitoring

To comply with state and federal requirements, the CEO must monitor and mitigate risk through its Risk Program. The State reserves the right to change monitoring procedures and requirements at any time during the Agreement term, provided the process does not unduly interfere with the Grantee's performance.

CEO may request, collect, and validate any work products and invoice backup documentation (i.e. timesheets, receipts, contractor documentation, etc.)—including physically visiting project sites or public meetings—for auditing, checking performance, and mitigating risks.

CEO will develop its monitoring program to assign grantees risk level (lower or higher) based on factors such as fiscal security, fraud mitigation, technical support, and cybersecurity. Higher-risk grantees may be required to comply with additional steps, including attending extra meetings, submitting additional documentation, documenting risk mitigation measures, or attending training, as deemed appropriate by the CEO and

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EPA. CEO will monitor risk and provide technical assistance as needed to the Grantee in order to help mitigate risk.

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Addendum 1, Artificial Intelligence Disclosure and Use Requirements

AI Disclosure: Grantee and any contractor or vendor funded under this grant agreement shall disclose in writing, prior to delivery of any deliverable, whether and how artificial intelligence tools, including generative AI, machine learning, or automated analysis systems, were used in creating or contributing to the deliverable. Disclosure shall include the specific AI tools or systems used and the nature of their contribution (e.g., research, drafting, analysis, editing).

Human Oversight Requirement: All deliverables shall be reviewed, verified, and approved by qualified personnel with relevant subject matter expertise prior to submission. Grantee and any vendor or contractor funded under this grant agreement shall ensure that AI-generated or AI-assisted content is fact-checked for accuracy, reviewed for bias or errors, and validated against primary sources where applicable. The Grantee remains fully responsible for the quality, accuracy, and completeness of all deliverables regardless of AI use including for any vendor or contractor funded under this grant agreement.

Data Protection and Confidentiality: Grantee and any vendor or contractor funded under this grant agreement shall not input confidential state data, personally identifiable information (PII), or non-public information into any public or consumer-grade AI system. Any AI tools used must have appropriate enterprise-level data protections. State data shall not be used to train, fine-tune, or improve any AI model without prior written approval from the State.

Quality and Accuracy Standards: Deliverables must meet the acceptance criteria specified in the Statement of Work. AI-generated content must be clearly distinguishable from original research and analysis where appropriate. Reports shall cite primary sources and shall not rely solely on AI-generated summaries or conclusions for factual claims.

Requirements for Pass Through: Grantee shall use the language above in any solicitations and contracts or purchase orders to ensure that all contractors and vendors abide by these requirements. Grantee may modify the language as long as the intent of the language is maintained.

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Exhibit C, Compliance Reporting Requirements

Competitive Procurement Documentation

Grantees are responsible for ensuring the flowdown of all federal compliance requirements to all contractors and subgrantees including competitive procurement standards. For any competitive procurement process a grantee executes, CEO will need to review the solicitation (e.g. RFP) prior to posting and final statement of work and budget prior to execution. This ensures the content aligns with the grantee's scope of work and budget with CEO, helps to achieve program goals, and meets federal requirements. If a Grantee chooses to pursue a non-competitive procurement process that is in line with 2 CFR 200 and the jurisdiction's own procurement policy, the Grantee must seek approval from CEO prior to contract execution and allow CEO to review the statement of work and budget.

Policy Language Review

All grantees are required to submit and receive CEO approval on the Task Continuation Work Request prior to expending Phase 2 funding. Whether or not policy adoption is part of Phase 1 or Phase 2, all grantees must share a draft of the policy language with CEO for review prior to presenting to an elected body for adoption, so that CEO can ensure the language aligns with the grantee's Statement of Work and Accelerator program goals.

Davis-Bacon and Related Acts (DBRA)

DBRA Davis-Bacon and Related Acts (DBRA) is a collection of labor standards provisions administered by the Department of Labor that are applicable to all Grants doing construction and maintenance activities. DBRA intends to ensure that all federal funds are being used to pay the prevailing wage of an area. These labor standards include:

a. Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of $2,000 or more;

b. Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and

c. Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of $100,000.

Grantee Responsibilities When Entering Into and Managing Construction & Maintenance Contracts

a. For Solicitation and Contracts, Grantee must:

   i. Include the Correct Wage Determinations in Bid Solicitations and Contracts: Recipients are responsible for complying with the procedures provided in 29 CFR 1.6 when soliciting bids and awarding contracts.

   ii. Include DBRA Requirements in All Contracts: Include the following text on all contracts under this grant:

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"By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants (https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts)."

b. After Award of Contract, Grantee must:

   i. Ensure contractor compliance with DBRA, as required by 29 CFR 5.6.

   ii. Submit weekly Certified Payroll Reports (CPRs) to CEO, including weeks where work is not performed. The wages for these workers must meet or exceed local wage determinations by county and job type, as identified on sam.gov, based on the wage determination lock-in date, which will be the same as the signing of this contract. Apprentices must have an official apprenticeship certification with clear indications of what percentage of the full journeyman wage determination the apprentice is entitled to, based on their current level. CEO must approve all CPRs pertaining to construction prior to reimbursing any construction or maintenance activities.

   iii. If needed, work with contractors to request additional wage rates under this grant, as provided in 29 CFR 5.5(a)(1)(iii).

   iv. Grantee and subcontractors must post the applicable wage determination Notice to Employees Working on Federal or Federally Assisted Construction Projects in a prominent and accessible place. This poster can be found here: (U.S. Department of Labor Publication WH-1321)

Equipment

Equipment is defined as "tangible personal property" having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes (see Capital assets at 2 CFR 200.1 Definitions), or the amount specified in Equipment at 2 CFR 200.1.

If equipment is purchased using grant funds, these conditions must be met by the Grantee for equipment use and management during the grant period:

a. Equipment must be used only for the purposes outlined in Exhibit A: Statement of Work during the period of performance or until the property is no longer needed for the purposes of the project.

b. The equipment and/or equipment components cannot be sold during the period of performance, unless otherwise approved by CEO.

c. All Equipment purchases must be approved by CEO in advance. All equipment detailed in Exhibit B - Budget have been approved by CEO. For any equipment not specified in Exhibit B - Budget, the Grantee shall request CEO's approval prior to purchasing. If the equipment specifications change from what is included in Exhibit B - Budget, the Grantee must also obtain CEO's approval.

d. The Grantee will assure the continued proper operation and maintenance of systems, equipment and devices funded under this agreement. Such practices shall be operated and

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maintained for the expected lifespan of the specific measure and in accordance with commonly accepted design standards and specifications.

Build America, Buy America (BABA)

BABA requires that all iron and steel, construction materials, and manufactured products used in federally-funded infrastructure projects are produced in the United States. CEO will not reimburse for any equipment or supplies costs until all BABA requirements are satisfied. CEO recommends obtaining a BABA certification from the vendor/manufacturer and sharing with CEO for approval prior to final purchase. If a grantee purchases anything that is not BABA compliant, CEO will not reimburse the grantee for that expense even if the equipment has been purchased. The Grantee must include the Build America, Buy America requirements in all contracts.

See EPA's BABA FAQ for additional information.

Participant Support Costs

Participant support costs include rebates, subsidies, stipends, or other payments to program beneficiaries. Program beneficiaries may be individual owner/operators or private or public fleet owners, however program beneficiaries cannot be employees, contractors or subrecipients of the Grantee. As approved in the Exhibit B - Budget, if a Grant has participant support costs, they need to enter a written agreement with each beneficiary. Such written agreement is also required if a subrecipient or contractor intends to issue participant support costs to a program beneficiary. The written agreement must:

a. Describe the activities that will be supported by rebates, stipends, subsidies or other payments;

b. Specify the amount of the rebate, subsidy, stipend, or other payment;

c. Identify which party will have title to equipment (if any) purchased with a rebate or subsidy or other payment;

d. Specify any reporting required by the program beneficiary and the length of time for such reporting;

e. Establish source documentation requirements (e.g., invoices) for accounting records; and

f. Describe purchasing controls to ensure that the amount of the participant support cost is determined in a commercially reasonable manner as required by 2 CFR 200.404.

To be reimbursed for Participant Support Cost, the Grantee must submit (1) proof of purchase from beneficiary (i.e., receipt) and (2) Documentation that beneficiary met eligibility requirements as established by Grantee.

See EPA's Guidance on Participant Support Costs for additional information.

Use of Logos

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If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the Grantee's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Colorado Energy Office received financial support from the EPA under an Assistance Agreement. More information is available at: https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy.

Other Resources:

Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements

Information on Requirements that Pass-Through Entities must "Flow Down" to Subrecipients

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Exhibit D, Federal Provisions

1. Applicability of Provisions.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. Definitions.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a non-federal entity;

2.1.2.2. a non-profit organization or for profit organization;

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.5. "Grant" means the Grant to which these Federal Provisions are attached.

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2.1.6. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.

2.1.7. "Non-Federal Entity" means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.8. "Nonprofit Organization" organization, that:

2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.8.2. Is not organized primarily for profit; and

2.1.8.3. Uses net proceeds to maintain, improve, or expand the organization's operations; and

2.1.8.4. Is not an IHE.

2.1.9. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.10. "Pass-through Entity" means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.

2.1.11. "Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.12. "Subaward" means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.

2.1.13. "Subrecipient" means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a

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beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency. Subrecipient also means Grantee.

2.1.14. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

2.1.15. "Total Compensation" means the cash and noncash dollar value an Executive earns during the entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Unique Entity ID" (UEI) is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).

2.1.18. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. Compliance.

3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. System for Award Management (SAM) and Unique Entity ID Requirements.

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4.1. SAM. Subrecipient must obtain a UEI but are not required to fully register in Sam.gov. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at http://www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

5. Total Compensation.

5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Subrecipient received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. Reporting.

6.1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such

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reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. Effective Date and Dollar Threshold for Reporting.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

7.2. The procurement standards in §9 below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. Subrecipient Reporting Requirements.

8.1. Subrecipient shall report as set forth below.

8.1.1. To Recipient. A Subrecipient shall report the following data elements for each Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:

8.1.1.1. Subrecipient Unique Entity ID;

8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.1.3. Subrecipient parent's organization Unique Entity ID;

8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

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8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.1.6. The Recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov.

9. Procurement Standards.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

9.5. Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

10. Access to Records.

10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.

10.2. A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

11. Single Audit Requirements.

11.1. If a Subrecipient expends $1,000,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding

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research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $1,000,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. Required Provisions for Subrecipient with Subcontractors.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;

12.1.1. For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)

12.1.2. For agreements with Subcontractors – Include the terms in the Agreement Federal Provisions Exhibit.

13. Certifications.

13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an

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annual basis. 2 CFR 200.415. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. Exemptions.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Subrecipient with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. Event of Default and Termination.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.3. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated.

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However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.4. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award

16. Additional Federal Requirements.

16.1. Whistle Blower Protections

16.1.1. An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

ORDINANCE NO. 073, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING A SUPPLEMENTAL APPROPRIATION OF GRANT FUNDS FROM THE COLORADO ENERGY OFFICE FOR THE IMPACT ACCELERATOR GRANT PROGRAM

A. The Colorado Energy Office ("CEO") Local Implementation, Mitigation, and Policy Action Accelerator Program ("IMPACT Accelerator Program") administers grant funding provided through the U.S. Environmental Protection Agency Climate Pollution Reduction Grant program to support local Colorado governments in adopting policies that extend beyond state requirements in four categories (Buildings, Land Use, Transportation, Waste) in order to bolster local resilience, reduce emissions, and advance other state priorities, such as improved air quality.

B. The City of Fort Collins was awarded $3,838,615 in IMPACT Accelerator Program funding from the CEO for the 2026 fiscal year (the "Grant").

C. The Grant does not require any local match funding.

D. This Ordinance appropriates $1,173,121 in state funding from the Grant to be expended in the Transportation Services Fund, and $2,665,494 to be expended in the Energy Services Light and Power Fund.

E. A portion of the Grant will be used to advance a Protected Intersections Policy by supporting transportation safety improvements, including development of protected intersection design standards for adoption into the Larimer County Urban Area Street Standards and implementation of protected intersections and additional protection for existing bike lanes along Laurel Street.

F. The remaining portion of the Grant will be used to advance a local Building Performance Standards Policy by supporting evaluation of building performance strategies, community engagement, and development of technical and financial resources for affected building owners.

G. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of improving transportation safety, mobility, and building efficiency within the City in furtherance of the City's Active Modes Plan, Vision Zero, and Our Climate Future.

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

I. The City Manager has recommended the appropriations described herein and determined that these appropriations are available and previously unappropriated from the Light and Power Fund and the Transportation Fund, as applicable, and that these appropriations will not cause the total amount appropriated in the Light and Power Fund or the Transportation Fund, as applicable, to exceed the current estimate of actual and anticipated revenues and all other funds to be received in these funds during this fiscal year.

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

K. City Council wishes to designate the appropriations herein for the 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 Light and Power Fund the sum of TWO MILLION SIX HUNDRED SIXTY-FIVE THOUSAND FOUR HUNDRED NINETY-FOUR DOLLARS ($2,665,494) to be expended in the Light and Power Fund to support transportation safety improvements, evaluation of building performance strategies, community engagement, technical assistance, and other related program implementation activities for the Grant.

Section 2. There is hereby appropriated from new revenue or other funds in the Transportation Fund the sum of ONE MILLION ONE HUNDRED SEVENTY-THREE THOUSAND ONE HUNDRED TWENTY-ONE DOLLARS ($1,173,121) to be expended in the Transportation Fund to support transportation safety improvements, evaluation of building performance strategies, community engagement, technical assistance, and other related program implementation activities for the Grant.

Section 3. The appropriations herein for the Colorado Energy Office IMPACT Accelerator Program Grant are hereby designated, as authorized in Article V, Section 11 of the City Charter, as appropriations that shall not lapse at the end of this fiscal year but continue until the earlier of the expiration of the Grant or the City's expenditure of all funds received from such Grant.

Introduced, considered favorably on first reading on June 16, 2026, and approved on second reading for final passage on July 21, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: July 31, 2026
Approving Attorney: Madelene Shehan

Exhibit: None

File Attachments for Item:

13. First Reading of Ordinance No. 074, 2026, Making a Supplemental Appropriation from the Colorado Department of Transportation Office of Transportation Safety and Risk Management for Police Services High Visibility Enforcement Grant Award.

The purpose of this item is to appropriate $28,000 of unanticipated grant revenue from the Colorado Department of Transportation Office of Transportation Safety and Risk Management (“OTSRM”) High Visibility Enforcement Grant Program (the “Grant”). Funding will support officer overtime for enforcement activities and personnel costs during community education and outreach events.

June 16, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

David Lindsay, Sergeant, Police Services
Carisa Clinton, Manager, Grants Administration

SUBJECT

First Reading of Ordinance No. 074, 2026, Making a Supplemental Appropriation from the Colorado Department of Transportation Office of Transportation Safety and Risk Management for Police Services High Visibility Enforcement Grant Award.

EXECUTIVE SUMMARY

The purpose of this item is to appropriate $28,000 of unanticipated grant revenue from the Colorado Department of Transportation Office of Transportation Safety and Risk Management ("OTSRM") High Visibility Enforcement Grant Program (the "Grant"). Funding will support officer overtime for enforcement activities and personnel costs during community education and outreach events.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The OTSRM provides annual funding for local police enforcement of Colorado's impaired driving laws during specific "high visibility" time periods. The Grant covers overtime pay for Fort Collins Police Officers enforcing Colorado's impaired driving laws through saturation patrols, increased patrols, or dedicated enforcement cars during the selected enforcement periods. This grant also provides funding for community engagement and outreach to educate the public on the dangers, risks, and consequences of impaired driving.

CITY FINANCIAL IMPACTS

This item appropriates $28,000 in unanticipated grant revenue from the Grant. Grant funds will support work performed by Fort Collins Police Services to provide enhanced enforcement, community education, and outreach. No local match is required.

The Grant is reimbursement-based, with funds provided after eligible project expenses have been incurred.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Award Letter
2. Grant Purchase Order
3. Ordinance No. 074, 2026

COLORADO
Department of Transportation
Office of Transportation
Safety & Risk Management
2829 W. Howard Place
Denver, CO 80204-2305

05/26/2026

To: Fort Collins Police Department
From: Josephine Oldaker, Highway Safety Office, Colorado Department of Transportation
Re: State Fiscal Year 2027 High Visibility Enforcement Award

The Colorado Highway Safety Office (HSO) would like to thank you for your dedication to improving traffic safety in your community. We are pleased to inform you that your State Fiscal Year 2027 (SFY27) High Visibility Enforcement (HVE) State Funded grant application is approved.

Your agency has been awarded:

OverTime Hours for Enforcement: $**24500.00**

Community Events: $3500.00

Total SFY27 HVE Award: **$28000.00**

You may proceed with enforcement activity planning as it coincides with the HVE enforcement periods for State Fiscal Year 2027 (July 1,2026 - June 30, 2027). Your award packet includes: a copy of your purchase order (PO #411044671), the enforcement campaign calendar, and this award letter. If you need copies of any of these documents, please inform your Law Enforcement Liaison, Lee Birk. ***Please note claims processing and stats reporting has changed and you will be notified within the next weeks of the new processes***.

Be advised the following changes to HVE grants have been implemented to ensure compliance with CDOT's Highway Safety Office rules, and regulations.

- **Mandatory Compliance with C.R.S. 24-31-903.** Agency must remain compliant with C.R.S. 24-31-903 – Division of Criminal Justice Report - Law Enforcement Integrity Reporting. You may contact cdps_dcj_lei@state.co.us or visit Law Enforcement Integrity for compliance information. ***Agency Grant will be rescinded if your Agency is 4 or more months out of Compliance***.

- **Overtime Rate (Time and a Half) or $50.00 flat rate.** This is solely based on the agency and how they reimburse their officers working the grant. If an **overtime** rate is greater than $50/hour, it needs to be the actual personnel salary overtime rate not an "off duty" rate.

- **Salary verification**: Our LEL's conduct Program Monitoring Visits annually with our HVE grantees. At your next Program Monitoring Visit, we may request copies of payroll records to verify employee overtime pay vs regular pay rate being claimed in the grant. This is in line with state grant management practices.

- **Community engaged education.** If you included Community Engagement & Educational funding in your application, and have been approved for funding for these events (awarded amount will be listed above), please report any community events on the first claim following the event. ***Any attendance sheets, Agendas and/or communications for the event must be attached to the claim***.

- **Claims Submittal and Arrest Stats reporting.** ***HVE claims and reporting for the SFY27 year. At the time of this award notification, the new E-grants program is not ready for execution. The program will be implemented, and training will be provided by the beginning of July. Your agency will be contacted by your Law Enforcement Liaison to schedule training for the new program.***

Please contact me at josephine.oldaker@state.co.us, HVE Program Manager Robert Wynkoop at robert.wynkoop@state.co.us or your Law Enforcement Liaison, lee.birk@state.co.us, with any questions or concerns.

Thank you for your commitment toward traffic safety.

Sincerely,

Josephine Oldaker

Josephine Oldaker
HVE Program Coordinator
Colorado Highway Safety office

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

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

DATE: 04/27/2026

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

Purchase Order

State of Colo

PO# 411044671
Award#:
BID#:

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

VENDOR
CITY OF FORT COLLINS
PO BOX 580
FORT COLLINS CO 80522

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

Payment will be made by this agency

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

Delivery/Installation Date: **06/30/2027**
PO Expiration Date: **06/30/2027**

INSTRUCTIONS TO VENDOR

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

SPECIAL INSTRUCTIONS
***Office of Transportation Safety Location: City of Fort Collins High Visibility Enforcement (HVE) Effective 07/01/2026 through 06/30/2027**

LINE	PRODUCT NUMBER PRODUCT CATEGORY DESCRIPTION	UOM PLANT	QUANTITY	UNIT COST	TOTAL ITEM COST
00001	92585 Fort Collins PD SFY27 HVE + CE OT	AU 7001	28,000.00 0	1.00	28,000.00

DOCUMENT TOTAL: 28,000.00

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

FOR THE STATE OF COLORADO

Authorized Signature **Date**

Signature not required if PO transmitted electronically.

ORDINANCE NO. 074, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING A SUPPLEMENTAL APPROPRIATION FROM THE COLORADO DEPARTMENT OF TRANSPORTATION OFFICE OF TRANSPORTATION SAFETY AND RISK MANAGEMENT FOR POLICE SERVICES HIGH VISIBILITY ENFORCEMENT GRANT AWARD

A. The Colorado Department of Transportation Office of Transportation Safety and Risk Management provides annual funding for local police enforcement of Colorado's impaired driving laws during specific "high visibility" time periods.

B. Fort Collins Police Services ("FCPS") was awarded $28,000 through the High Visibility Enforcement Grant (the "Grant") to support personnel costs and other operating costs directly attributed to the Grant activities.

C. The Grant is for the period of July 1, 2026, through June 30, 2027, and covers overtime pay for FCPS officers enforcing Colorado's impaired driving laws through saturation patrols, increased patrols, or dedicated enforcement cars during the selected enforcement periods. The Grant also provides funds for community engagement and outreach to educate the public on the dangers, risks, and consequences of impaired driving.

D. The $28,000 in unanticipated funds from the Grant will help support enhanced enforcement efforts and presence at several festivals and community engagement events.

E. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of providing enhanced impaired driving enforcement during specific time periods and to engage in community education and outreach.

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

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

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

I. City Council wishes to designate the appropriation herein for the 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 TWENTY-EIGHT THOUSAND DOLLARS ($28,000) to be expended in the General Fund for the Grant.

Section 2. The appropriation herein for the 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 the Grant.

Introduced, considered favorably on first reading on June 16, 2026, and approved on second reading for final passage on July 21, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: July 31, 2026
Approving Attorney: Andrew Trevino

Exhibit: None

File Attachments for Item:

14. First Reading of Ordinance No. 075, 2026, Appropriating Prior Year Reserves for Negotiations to Acquire Property in Midtown for Economic Development Purposes.

The Ordinance appropriates $500,000 from General Fund Reserves for earnest money necessary to secure a Purchase and Sale Agreement, for the acquisition of a commercial property in midtown Fort Collins for purposes of economic development.

June 16, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Sylvia Tatman-Burruss, Senior Policy & Project Manager
Josh Birks, Deputy Director, Sustainability Services; Executive Director, Urban Renewal Authority
Will Flowers, Senior Specialist, Real Estate Services

SUBJECT

First Reading of Ordinance No. 075, 2026, Appropriating Prior Year Reserves for Negotiations to Acquire Property in Midtown for Economic Development Purposes.

EXECUTIVE SUMMARY

The Ordinance appropriates $500,000 from General Fund Reserves for earnest money necessary to secure a Purchase and Sale Agreement, for the acquisition of a commercial property in midtown Fort Collins for purposes of economic development.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The City is considering the potential acquisition of commercial property in midtown Fort Collins for purposes of economic development. The address of the site under consideration is not included here so as to preserve the City's ability to negotiate the acquisition.

The Ordinance appropriates funds that enable the City to secure a contract and allow staff to conduct due diligence investigations to include, but not limited to, the following work:

- Title review;
- Full appraisal;
- Environmental assessment (Phase 1);
- Full financing details;
- Subdivision;
- Potential use mixes, interior design and layout; and
- Long-term facilities/maintenance forecast.

Staff have engaged the owner in negotiations and prepared an initial Purchase and Sale Agreement ("PSA"). Negotiations may take several rounds to arrive at a final agreement that works for both parties.

The PSA will be negotiated so that the City is not obligated to buy the Property except at its sole discretion and provide ample opportunities to terminate prior to closing.

Staff anticipate the funds to be used as earnest money to secure the PSA, likely in the following manner:

- Two Hundred Fifty Thousand Dollars ($250,000.00) as an initial deposit; and
- Fifty Thousand Dollars ($50,000.00) each for up to five (5) one-month payments in advance of closing.

The balance of the purchase price will be due at closing, which is expected to be at least six (6) months following the effective date of the PSA. The total estimated purchase price depends on the outcome of negotiations and will need to be appropriated before closing.

The City is working closely with the Fort Collins Urban Renewal Authority ("URA") regarding this potential acquisition. The City is in discussions with the URA so that the City may assign the PSA to the URA during the due diligence period of the PSA if the URA plan area is expanded to include the site of Property. The City may also enter into an agreement with URA for the URA to reimburse the City its costs expended to help acquire the Property.

CITY FINANCIAL IMPACTS

The City will be financially impacted by up to $500,000.00 in General Fund reserves.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ordinance No. 075, 2026

ORDINANCE NO. 075, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING PRIOR YEAR RESERVES FOR NEGOTIATIONS TO ACQUIRE PROPERTY IN MIDTOWN FOR ECONOMIC DEVELOPMENT PURPOSES

A. The City is considering the acquisition of commercial property in midtown Fort Collins (the "Property") for economic development purposes. Appropriation of $500,000 will enable the City to negotiate a Purchase and Sale Agreement for the acquisition of the Property.

B. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of helping to acquire property that will expand economic development in midtown Fort Collins.

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 the funds to be appropriated are available and previously unappropriated from the General Fund and that this appropriation 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 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.

F. The City Council wishes to designate the appropriation herein for the acquisition of property as an appropriation that shall not lapse until the completion of the project.

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

Section 1. There is hereby appropriated from prior year reserves in the General Fund the sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000) to be expended in the General Fund for the acquisition of property in midtown Fort Collins.

Section 2. The appropriation herein for the acquisition of property 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 June 16, 2026, and approved on second reading for final passage on July 21, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: July 31, 2026
Approving Attorney: Ted Hewitt

Exhibit: None

File Attachments for Item:

15. First Reading of Ordinance No. 076, 2026, Reappropriating Grant Revenue from the Multimodal Transportation and Mitigation Options Fund and Authorizing Transfers of Appropriations for the Foothills Transit Station Project and Related Art in Public Places.

The purpose of this item is to reappropriate $317,669 in existing Multimodal Transportation and Mitigation Options Fund (MMOF) grant revenue awarded by the North Front Range Metropolitan Planning Organization (NFRMPO) and appropriate $105,890 in local match as required by the grant agreement for the Foothills Transit Station project. This item also appropriates $1,059 for the Art in Public Places Program.

June 16, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Annabelle Phillips, Transfort Assistant Director
Carisa Clinton, Grants Administration Manager
Joshua Ma, Grant Administrator

SUBJECT

First Reading of Ordinance No. 076, 2026, Reappropriating Grant Revenue from the Multimodal Transportation and Mitigation Options Fund and Authorizing Transfers of Appropriations for the Foothills Transit Station Project and Related Art in Public Places.

EXECUTIVE SUMMARY

The purpose of this item is to reappropriate $317,669 in existing Multimodal Transportation and Mitigation Options Fund (MMOF) grant revenue awarded by the North Front Range Metropolitan Planning Organization (NFRMPO) and appropriate $105,890 in local match as required by the grant agreement for the Foothills Transit Station project. This item also appropriates $1,059 for the Art in Public Places Program.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

In 2025, Transfort was awarded $317,669 in Fiscal Years 2025 and 2026 MMOF funding by the NFRMPO for the Foothills Transit Station project. These funds were previously appropriated for a specific purpose through Ordinance No. 046, 2025; however, the anticipated use of the funds did not materialize. This item reappropriates the MMOF funds and appropriates the required $105,890 local match for the Foothills Transit Station project. Transfort secured approval for a reduced local match requirement of 25%, compared to the standard 50% match typically required for MMOF projects.

CITY FINANCIAL IMPACTS

This Ordinance will reappropriate $317,669 in state grant revenue and appropriate $105,890 in local match from Fund 256 Reserves to be transferred to Fund 290 for expense to the capital project. This Ordinance will also appropriate $1,059 from the Transit Services Fund for the Art in Public Places Program.

Funds to be Appropriated per this Action	
FY25 MMOF	$317,669
FY25 MMOF Local Match	$105,890

Art in Public Places Program	$1,059
Total Funds to be Appropriated per this Action	**$424,618**

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS / LINKS

1. FY25 MMOF Grant Agreement
2. NFRMPO Match Relief Resolution
3. Ordinance No. 076, 2026

STATE OF COLORADO AMENDMENT

Amendment #: 1 **Project #:** MTF M455-165 (26939)

Signature and Cover Pages

State Agency
Department of Transportation

Amendment Routing Number
25-HA4-XC-00060-M0001

Local Agency
City of Fort Collins

Original Agreement Routing Number
25-HA4-XC-00060

Agreement Maximum Amount
$423,559.00

Agreement Effective Date
June 27, 2025

Original Agreement Expiration Date
May 14, 2035

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

LOCAL AGENCY
City of Fort Collins

By:_____
*Signature

Name:_____
(Print Name)

Title:_____
(Print Title)

Date:_____

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

_____
Keith Stefanik, P.E., Chief Engineer

Date: _____

ADDITIONAL LOCAL AGENCY SIGNATURES
City of Fort Collins

Attest:

By:_____
*Signature

Name:_____
(Print Name)

Title:_____
(Print Title)

Date:_____

STATE OF COLORADO
LEGAL REVIEW
Philip J. Weiser, Attorney General

By:_____
Assistant Attorney General

Date:_____

Approved as to form:

By:_____
*Signature

Name:_____
(Print Name)

Title:_____
(Print Title)

Date:_____

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

Department of Transportation

Amendment Effective Date: _____

In accordance with §24-30-202, C.R.S., this Amendment is not valid until signed and dated above by the State Controller or an authorized delegate

1) PARTIES

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Pages for this Amendment (the "Agreement") is entered into by and between the Local Agency and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3) EFFECTIVE DATE AND ENFORCEABILITY

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Pages for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Pages for this Amendment and shall terminate on the termination of the Agreement.

4) PURPOSE

The Parties entered into the original Agreement for the design of the Foothill Transit Station. The Parties now desire to reduce the Local Agency match.

5) MODIFICATIONS

The Parties now desire to:

a) Reduce the Local Agency match from a 50% match of $317,669.00 to a 25% match of $105,890.00;

b) Decrease the total Agreement amount from $635,338.00 by $211,779.00 to a new total Agreement amount of $423,559.00;

c) Replace **Exhibit C** with **Exhibit C-1**, which is attached hereto. Any reference in the original Agreement to **Exhibit C** shall now be a reference to **Exhibit C-1**.

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

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EXHIBIT C-1 - FUNDING PROVISIONS

City of Fort Collins - MTF M455-165 (26939)

A. Cost of Work Estimate

The Local Agency has estimated the total cost of the Work to be $423,559.00, which is to be funded as follows:

1. a.	State Funds (75% of MMOF Award)	$317,669.00
b.	Local Agency Funds (25% of MMOF Award)	$105,890.00
	TOTAL BUDGETED FUNDS	**$423,559.00**
2.	**ESTIMATED PAYMENT TO LOCAL AGENCY**	
a.	State Funds Budgeted	$317,669.00
	TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY 75%	**$317,669.00**
	TOTAL ESTIMATED FUNDING BY LOCAL AGENCY 25%	**$105,890.00**
	TOTAL PROJECT ESTIMATED FUNDING 100%	**$423,559.00**
4.	**FOR CDOT ENCUMBRANCE PURPOSES**	
a.	Total Encumbrance Amount (Only State funds are encumbered)	$317,669.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00
	NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS	**$317,669.00**

Note: No funds are currently available. Additional Design funds will become available after execution of an Option letter (Exhibit D) or formal Amendment.

Design 3020 WBS Element 26939.10.30	Performance Period Start*/End Date N/A	$0.00

*The Local Agency should not begin work until both of the following are in place: 1) the execution of the document encumbering funds for the respective phase; and 2) Local Agency receipt of the official Notice to Proceed. Any work performed before these two (2) milestones are achieved will not be reimbursable.

B. Funding Ratio

The funding ratio for the State funds for this Work is 75% State funds to 25% Local Agency funds, and this ratio applies only to the $423,559.00 that is eligible for State funds. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds $423,559.00, and additional State funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than $423,559.00, then the amounts of Local Agency

and State funds will be decreased in accordance with the funding ratio described herein. **This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be $317,669.00. For CDOT accounting purposes, the State funds of $317,669.00 will be encumbered, but the Local Agency funds of $105,890.00 will NOT be encumbered. The total budget of this project is $423,559.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and any cost is subject to revisions agreed to by the parties prior to bid and award. **This applies to the entire scope of Work.**

North Front Range Metropolitan Planning Organization

RESOLUTION NO. 2026-01
OF THE NORTH FRONT RANGE TRANSPORTATION & AIR QUALITY PLANNING COUNCIL
APPROVING MULTIMODAL TRANSPORTATION AND MITIGATION OPTIONS FUND (MMOF) MATCH RELEIF REQUEST FOR THE FORT COLLINS TRANSFORT *FOOTHILLS TRANSIT STATION AND ROUNDABOUT* PROJECT

WHEREAS, Colorado Senate Bill (SB) 21-260 requires a match rate of 50 percent for every Multimodal Transportation and Mitigation Options Fund (MMOF) project; and

WHEREAS, the Transportation Commission (TC) is allowed to create a formula for reducing the match requirement for local agencies; and

WHEREAS, during the 2024 MMOF Call for Projects Transfort submitted and was awarded funding for the *Foothills Transit Station and Roundabout* project; and

WHEREAS, SB25-264 initiated MMOF funding reduction and impacted projects receiving funding in FY2025; and

WHEREAS, the *Foothills Transit Station and Roundabout* project was a project impacted by the MMOF funding reduction and Transfort has requested a local match rate reduction from 50 percent to 25 percent, which is the local match requirement for Larimer County where the project is located.

NOW, THEREFORE, BE IT RESOLVED, the North Front Range Transportation & Air Quality Planning Council hereby requests CDOT grant the *Foothills Transit Station and Roundabout* project a 25 percent MMOF local match rate.

Passed and approved at the regular meeting of the North Front Range Transportation & Air Quality Planning Council held this 8th day of January 2026.

Kristin Stephens (Jan 9, 2026 16:46:12 MST)

Kristin Stephens, Chair

ATTEST:

Elizabeth Relford

Elizabeth Relford, Executive Director

2026-01 MMOF Match Relief Resolution

Final Audit Report 2026-01-12

Created:	2026-01-09
By:	NFR MPO (staff@nfrmpo.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA92YD8s7iDNe7ErJOWUiXSbn3kB5czRwL

"2026-01 MMOF Match Relief Resolution" History

Document created by NFR MPO (staff@nfrmpo.org)
2026-01-09 - 3:51:23 PM GMT- IP address: 67.173.227.65

Document emailed to Kristin Stephens (stephekm@co.larimer.co.us) for signature
2026-01-09 - 3:51:38 PM GMT

Email viewed by Kristin Stephens (stephekm@co.larimer.co.us)
2026-01-09 - 5:11:24 PM GMT- IP address: 74.125.215.4

Document e-signed by Kristin Stephens (stephekm@co.larimer.co.us)
Signature Date: 2026-01-09 - 11:46:12 PM GMT - Time Source: server- IP address: 165.225.10.95

Document emailed to Elizabeth Relford (erelford@nfrmpo.org) for signature
2026-01-09 - 11:46:14 PM GMT

Email viewed by Elizabeth Relford (erelford@nfrmpo.org)
2026-01-12 - 1:02:05 AM GMT- IP address: 75.166.14.95

Document e-signed by Elizabeth Relford (erelford@nfrmpo.org)
Signature Date: 2026-01-12 - 1:02:56 AM GMT - Time Source: server- IP address: 75.166.14.95

Agreement completed.
2026-01-12 - 1:02:56 AM GMT

ORDINANCE NO. 076, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
REAPPROPRIATING GRANT REVENUE FROM THE MULTIMODAL TRANSPORTATION AND MITIGATION OPTIONS FUND AND AUTHORIZING TRANSFERS OF APPROPRIATIONS FOR THE FOOTHILLS TRANSIT STATION PROJECT AND RELATED ART IN PUBLIC PLACES

A. The Foothills Transit Station and Roundabout project (the "Project"), at the intersection of Overland Trail and West Elizabeth Street adjacent to Colorado State University's Foothills Campus, will serve as the western terminus for multiple local and regional routes as well as the future West Elizabeth Bus Rapid Transit line.

B. The Project will also serve as a mobility hub with bicycle parking, opportunities for bike and scooter shares, micro-transit pick-ups and drop-offs, and nearby parking for commuters.

C. Implementation of the Project prior to the full build out of the West Elizabeth Corridor will allow Transfort to optimize and realign several existing routes in the West Elizabeth Corridor to better serve the community.

D. The North Front Range Metropolitan Planning Organization awarded Transfort $317,699 in Fiscal Years 2025 and 2026 Multimodal Transportation and Mitigation Options Fund ("FY25/FY26 MMOF") grant funding to be used toward construction work for the Project, including design.

E. The FY25/FY26 MMOF grant is managed and administered by the Colorado Department of Transportation and requires a local match in the amount of $105,890.

F. City Council previously appropriated the FY25/FY26 MMOF grant funding to be used for a specific purpose through Ordinance No. 046, 2025; however, the anticipated use of the funding did not materialize, so the FY25/FY26 MMOF funds remain unused.

G. This Ordinance reappropriates the FY25/FY26 MMOF grant funding to be used directly toward construction work for the Project.

H. This Ordinance also appropriates $105,890 in local matching funds from the 2050 Tax Parks Rec Transit OCF Fund to be used toward construction work for the Project.

I. These appropriations benefit the public health, safety, and welfare of the residents of Fort Collins and serve the public purpose of improving multimodal transportation infrastructure, safety, and accessibility within the City, as well as adding the potential for improved transit services throughout the entire West Elizabeth Corridor.

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

K. The City Manager has recommended the appropriations described herein and determined that the funds to be appropriated are available and previously unappropriated from the 2050 Tax Parks Rec and Transit Fund and that these appropriations will not cause the total amount appropriated in the 2050 Tax Parks Rec Transit OCF Fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in these Funds during this fiscal year.

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

M. The City Manager has recommended the transfer of $317,669 from the Transit Services Fund to the Foothills Transit Station Project Budget in the Transit Services Fund, $105,890 from the 2050 Tax Parks Rec Transit OCF Fund to the Transit Services Fund, and $1,059 from the Transit Services Fund to the Cultural Services and Facilities Fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

N. 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 program (“APP Program”).

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 the State of Colorado, the source of these funds.

P. The total project cost of $105,890 has been used to calculate the contribution to the APP program.

Q. The amount to be contributed in this Ordinance will be $1,059.

R. Article V, Section 11 of the City Charter authorizes City Council to designate in the ordinance when appropriating funds for a federal, state or private grant or donation, that such appropriation shall not lapse at the end of the fiscal year in which the

appropriation is made, but continue until the earlier of the expiration of the federal, state or private grant or donation or the City's expenditure of all funds received from such grant or donation.

S. City Council wishes to designate the appropriations herein for the Foothills Transit Station Project as appropriations that shall not lapse until the earlier of the expiration of the grant (or donation) or the City's expenditure of all funds received from such grant (or donation).

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

Section 1. There is hereby appropriated from prior year reserves in the 2050 Tax Parks Rec Transit OCF Fund the sum of ONE HUNDRED FIVE THOUSAND EIGHT HUNDRED NINETY DOLLARS ($105,890) to be transferred and expended in the Transit Services Fund for the Foothills Transit Station Project.

Section 2. The unexpended and unencumbered appropriated amount of THREE HUNDRED SEVENTEEN THOUSAND SIX HUNDRED SIXTY-NINE ($317,669) is authorized for transfer from the Transit Services Fund budget to the Foothills Transit Station Project budget in the Transit Services Fund and appropriated therein to be expended for the Foothills Transit Station Project.

Section 3. The unexpended and unencumbered appropriated amount of EIGHT HUNDRED TWENTY-SIX DOLLARS ($826) in the Transit Services Fund is hereby authorized for transfer to the Arts and Culture Fund and appropriated and expended therein to fund art projects under the APP Program.

Section 4. The unexpended and unencumbered appropriated amount of TWO HUNDRED TWELVE DOLLARS ($212) in the Transit Services Fund is hereby authorized for transfer to the Arts and Culture Fund and appropriated and expended therein for the operation costs of the APP Program.

Section 5. The unexpended and unencumbered appropriated amount of TWENTY-ONE DOLLARS ($21) in the Transit Services Fund is hereby authorized for transfer to the Arts and Culture Fund and appropriated and expended therein for the maintenance costs of the APP Program.

Section 6. The appropriations herein for the Foothills Transit Station 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 June 16, 2026, and approved on second reading for final passage on July 21, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: July 31, 2026
Approving Attorney: Madelene Shehan

Exhibit: None

File Attachments for Item:

16. First Reading of Ordinance No. 077, 2026, Repealing Ordinance No. 021, 2026, and Adding a New Section 1419 of the Fort Collins Traffic Code Relating to Driving Without a Current Driver's License.

The purpose of this item is to repeal Ordinance No. 021, 2026, due to a typographical error in the Section number being added to the Traffic Code and adopt a new ordinance with the correct Section number.

June 16, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Andrew Treviño, Assistant City Attorney

SUBJECT

First Reading of Ordinance No. 077, 2026, Repealing Ordinance No. 021, 2026, and Adding a New Section 1419 of the Fort Collins Traffic Code Relating to Driving Without a Current Driver's License.

EXECUTIVE SUMMARY

The purpose of this item is to repeal Ordinance No. 021, 2026, due to a typographical error in the Section number being added to the Traffic Code and adopt a new ordinance with the correct Section number.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

On April 7, 2026, Council passed, on second reading, Ordinance No. 021, 2026, adding a new Section 1418 of the Fort Collins Traffic Code establishing the Municipal Offense of Driving Without a Current Driver's License. Due to a typographical error, the Traffic Code Section read "1418", when it should have read "1419". Traffic Code Section 1418 already exists as Unreasonable Vehicle Noise Prohibited. This Ordinance is necessary in order to correct the typographical error.

CITY FINANCIAL IMPACTS

None.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS / LINKS

1. Ordinance No. 077, 2026

ORDINANCE NO. 077, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
REPEALING ORDINANCE NO. 021, 2026, AND ADDING A NEW SECTION 1419 OF THE FORT COLLINS TRAFFIC CODE RELATING TO DRIVING WITHOUT A CURRENT DRIVER'S LICENSE

A. On April 7, 2026, City Council passed, on second reading, Ordinance No. 021, 2026, adding a new Section 1418 of the Fort Collins Traffic Code establishing the Municipal Offense of Driving Without a Current Driver's License. Due to a typographical error, the Traffic Code Section read 1418, when it should have read 1419. Traffic Code Section 1418 already exists as Unreasonable Vehicle Noise Prohibited. This ordinance is necessary in order to correct the typographical error.

B. On February 18, 2003, by Ordinance No. 016, 2003, City Council adopted the Fort Collins Traffic Code (the "Traffic Code").

C. When City Council adopted the Traffic Code, it was with the understanding that the Traffic Code would most likely be subject to future amendments, not only to clarify and correct errors, but also to ensure that the Traffic Code remains consistent with Colorado traffic laws.

D. Colorado Revised Statutes Section 42-2-101 requires that a driver of a motor vehicle have a currently issued driver's license from a State Department of Motor Vehicles to lawfully drive within the State of Colorado. It likewise requires that a driver have in their immediate possession proof of the currently valid license while operating a motor vehicle.

E. To allow law enforcement to issue citations for Driving Without a Current Driver's License, and to maintain consistency between the Traffic Code and state traffic laws, Fort Collins Police Services recommends that the Traffic Code be amended to add identical violations for failing to drive without a current driver's license.

F. City Council has determined that these Traffic Code amendments are in the best interests of the City and its residents.

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 Ordinance No. 021, 2026, is hereby repealed, and a new Section 1419 of the Fort Collins Traffic Code is hereby added to read as follows:

1419. Driving without a current driver's license - dismissal - penalties.

(1) No person shall drive any motor vehicle upon a street, road or highway within the City unless such person has been issued a currently valid driver's

or minor driver's license or an instruction permit by a State Department of Motor Vehicles.

(2) No person who has been issued a currently valid driver's or minor driver's license or an instruction permit shall drive a type or general class of motor vehicle upon a street, road or highway within the City for which such person has not been issued the correct type or general class of license or permit.

(3) No person who has been issued a currently valid driver's or minor driver's license or an instruction permit shall operate a motor vehicle upon a street, road or highway within the City without having such license or permit in such person's immediate possession.

(4) A charge of a violation of subsection (3) of this section shall be dismissed by the court if the defendant elects not to pay the penalty assessment and, at or before the defendant's scheduled court appearance, exhibits to the court a currently valid driver's or minor driver's license issued to such person or an officially issued duplicate thereof if the original was lost, stolen or destroyed; provided that such currently valid driver's license or minor driver's license shall also have been valid on the date the defendant was issued the citation.

(5) Any person who is convicted of violating subsection (3) of this section 1419 shall result in no points being assessed by the Colorado Department of Motor Vehicles against the driving privilege of the person receiving such conviction.

(6) (a) Any person who is convicted of violating subsection (1) or (2) of this section 1419 shall result in the assessment by the Colorado Department of Motor Vehicles of three (3) points against the driving privilege of the person receiving such conviction.

(b) A second or subsequent conviction under subsection (1) or (2) of this section 1419, when a person receiving such conviction has not subsequently obtained a valid driver’s license or the correct type or general class of license, shall result in the assessment by the Department of Motor Vehicles of six (6) points against the driving privilege of the person receiving such second or subsequent conviction.

Introduced, considered favorably on first reading on June 16, 2026, and approved on second reading for final passage on July 21, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: July 31, 2026
Approving Attorney: Andrew Trevino

Exhibit: None

File Attachments for Item:

17. First Reading of Ordinance No. 078, 2026, Amending Section 26-149(b) of the Code of the City of Fort Collins to Correct a Land Use Code Section Citation Pertaining to Water Supply Requirement.

The purpose of this item is to correct a Land Use Code citation contained in Section 26-149(b) of the City Code.

June 16, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Eric Potyondy, Senior Assistant City Attorney

SUBJECT

First Reading of Ordinance No. 078, 2026, Amending Section 26-149(b) of the Code of the City of Fort Collins to Correct a Land Use Code Section Citation Pertaining to Water Supply Requirement.

EXECUTIVE SUMMARY

The purpose of this item is to correct a Land Use Code citation contained in Section 26-149(b) of the City Code.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

Concurrent with the adoption of the revised Land Use Code in May 2024, Council adopted Ordinance No. 056, 2024, to update City Code references to be consistent with the revised Land Use Code including an amendment to City Code Section 26-149(b) regarding water supply requirements.

Subsequently, Ordinance No. 152, 2024, inadvertently amended the citation to the Land Use Code in City Code Section 26-149(b) by replacing the correct citation to the revised Land Use Code with a previous citation that is no longer correct. Staff desires to correct this citation.

CITY FINANCIAL IMPACTS

None.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS / LINKS

1. Ordinance No. 078, 2026

ORDINANCE NO. 078, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING SECTION 26-149(b) OF THE CODE OF THE CITY
OF FORT COLLINS TO CORRECT A LAND USE CODE SECTION
CITATION PERTAINING TO WATER SUPPLY REQUIREMENT

A. Concurrent with the adoption of the revised Land Use Code in May 2024, City Council adopted Ordinance No. 056, 2024, to update City Code references to be consistent with the revised Land Use Code including an amendment to City Code Section 26-149(b) regarding water supply requirement.

B. Subsequently, Ordinance No. 152, 2024, inadvertently amended the citation to the Land Use Code in City Code Section 26-149(b) by replacing the correct citation to the revised Land Use Code with a previous citation that is no longer correct.

C. City staff desires to correct this citation in City Code Section 26-149(b).

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that Section 26-149(b) of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 26-149. Water supply requirement (WSR); nonresidential service.

. . .

(b) The minimum WSR shall be calculated using the table in this subsection. The Utilities Executive Director shall determine the type of use to be used based on all relevant information and the common meaning of the listed uses. If various portions of a property are used for separate uses, the WSR for the service(s) on various portions of the property shall be calculated separately and aggregated to determine the WSR for the services(s) on the entire property. The WSR for services for any use not addressed by the table shall be calculated pursuant to Subsection (c).

Use	**WSR Calculation**
. . .	
Irrigation	Pursuant to water budget chart, Land Use Code Section ~~§3.2.1(E)(3)(b)(1)~~ 5.10.1(F)(3)
. . .	

. . .

Introduced, considered favorably on first reading on June 16, 2026, and approved on second reading for final passage on July 21, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: July 31, 2026
Approving Attorney: Eric Potyondy

Exhibit: None

File Attachments for Item:

18. First Reading of Ordinance No. 079, 2026, Approving the Conveyance and Exchange of Real Property and Easement Interests Related to Meadow Springs Ranch.

The purpose of this item is to authorize a property and easement exchange between the City and Scott and Christine Fortenberry (the “Fortenberrys”) related to Meadow Springs Ranch (the “Ranch”). The exchange is intended to resolve longstanding access and boundary issues, provide the Fortenberry’s property with direct access to County Road 92, and improve the City’s operational control, security, and management of the primary access road serving the Ranch. The transaction includes the exchange of certain real property interests, easement interests, and quitclaim interests, together with a cash equalization payment based on appraised values. The exchange is subject to the terms of the Exchange Agreement attached to the Ordinance.

June 16, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Nicole Poncelet-Johnson, One Water Director
Gregg Stonecipher, Director, Plant Operations, One Water
Nathan Ader, Plant Operations, One Water
Jennifer Ward, Sr. Supervisor, Resource Recovery
Ralph Campano, Real Estate Services Manager

SUBJECT

First Reading of Ordinance No. 079, 2026, Approving the Conveyance and Exchange of Real Property and Easement Interests Related to Meadow Springs Ranch.

EXECUTIVE SUMMARY

The purpose of this item is to authorize a property and easement exchange between the City and Scott and Christine Fortenberry (the "Fortenberrys") related to Meadow Springs Ranch (the "Ranch"). The exchange is intended to resolve longstanding access and boundary issues, provide the Fortenberry's property with direct access to County Road 92, and improve the City's operational control, security, and management of the primary access road serving the Ranch. The transaction includes the exchange of certain real property interests, easement interests, and quitclaim interests, together with a cash equalization payment based on appraised values. The exchange is subject to the terms of the Exchange Agreement attached to the Ordinance.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

This exchange is part of a right-of-way consolidation project to provide the City with exclusive use of the Ranch access road into the operations center of the Ranch.

The Ranch was purchased by the City's Wastewater Fund in 1992 and has since been in operation for the primary purpose of utilizing biosolids, a nutrient-rich byproduct of the water reclamation process, as a federally and state approved fertilizer and soil amendment. Semi-trucks hauling biosolids from the Drake Water Reclamation Facility travel to the Ranch several times a day, Monday through Friday, inclusive of some holidays and weekends as needed. Given the rich biological diversity across the Ranch, the City allows access to other stakeholder groups, such as Natural Areas, Colorado State University, Colorado Parks and Wildlife and U.S. Fish and Wildlife, to document and conduct research on the property through an approval process directed by One Water's Water Reclamation and Biosolids Division ("WRBD").

The main access road into the Ranch headquarters was once State Highway 87 which was vacated in 1964. Investigative real estate research indicates the highway was vacated under unclear circumstances of the roadway and ownership. Currently, neither the State nor Larimer County claim full ownership of or responsibility for this road. The road is also the sole access for the Fortenberrys' residence and property.

The Fortenberrys have submitted various complaints over the years concerning sharing of this road with WRBD operations and other City associated entities.

The parties dispute the extent of ownership interests within the former highway corridor.

The Fortenberrys' concern and complaints escalated in 2024 and this Agreement represents a mutually acceptable effort by the parties to resolve the situation.

By entering into this land exchange agreement, the Fortenberrys agree to forgo any further claims to the access road, cease their use of the road except in the case of emergency, and cease any potential impacts to the City's or the Ranch's access to or operation of the Ranch property. This agreement protects in perpetuity the City's right to access its property through the use of the access road, therefore protecting and improving operational certainty, roadway management, and security of the Ranch facility and providing Fortenberry direct access to County Road 92.

CITY FINANCIAL IMPACTS

The properties to be conveyed by the Fortenberrys to the City are valued at $81,749. The properties to be conveyed by the City to the Fortenberrys are valued at $76,736. The City will pay the difference of $5,013 to the Fortenberrys.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

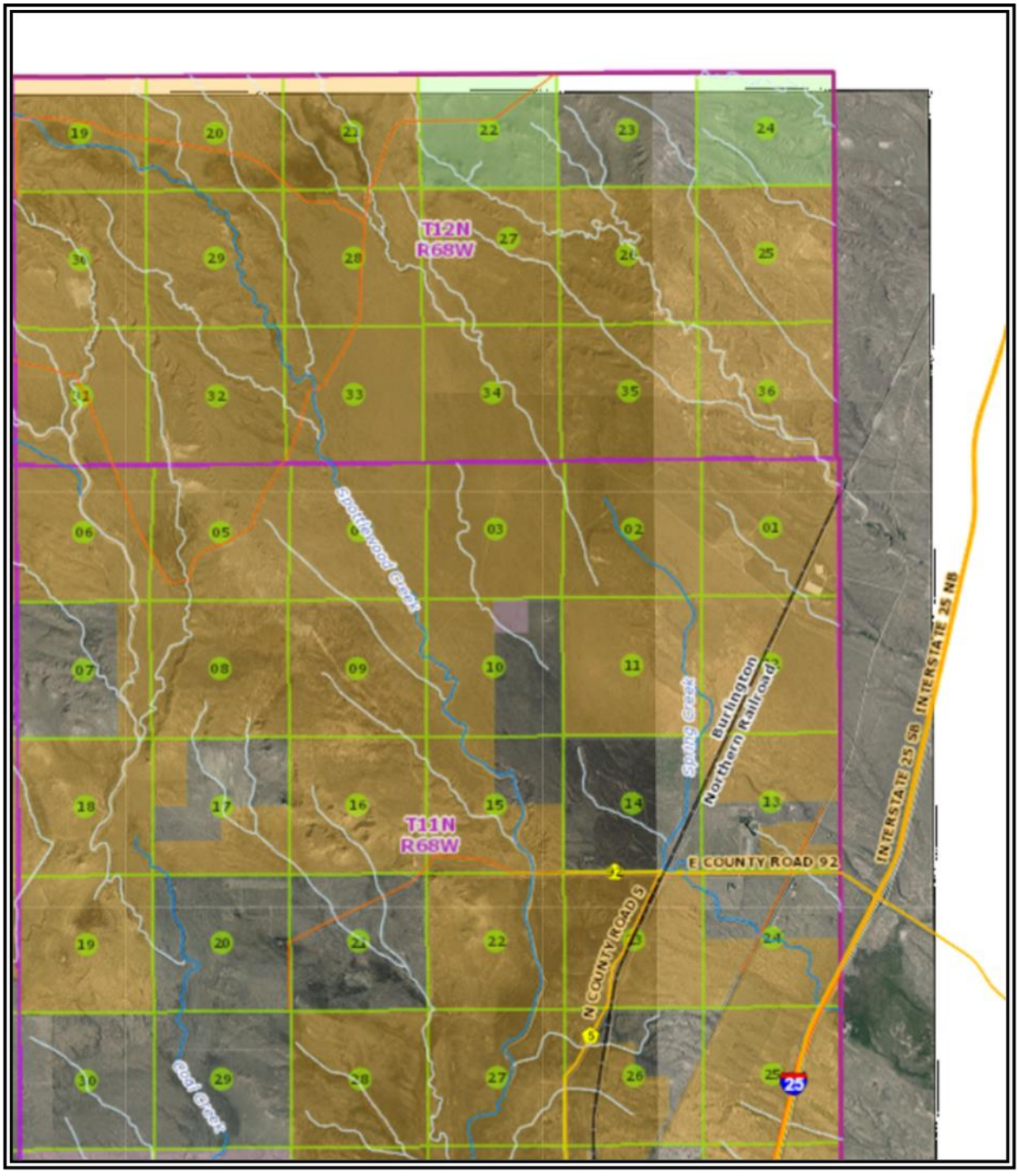
PUBLIC OUTREACH

None.

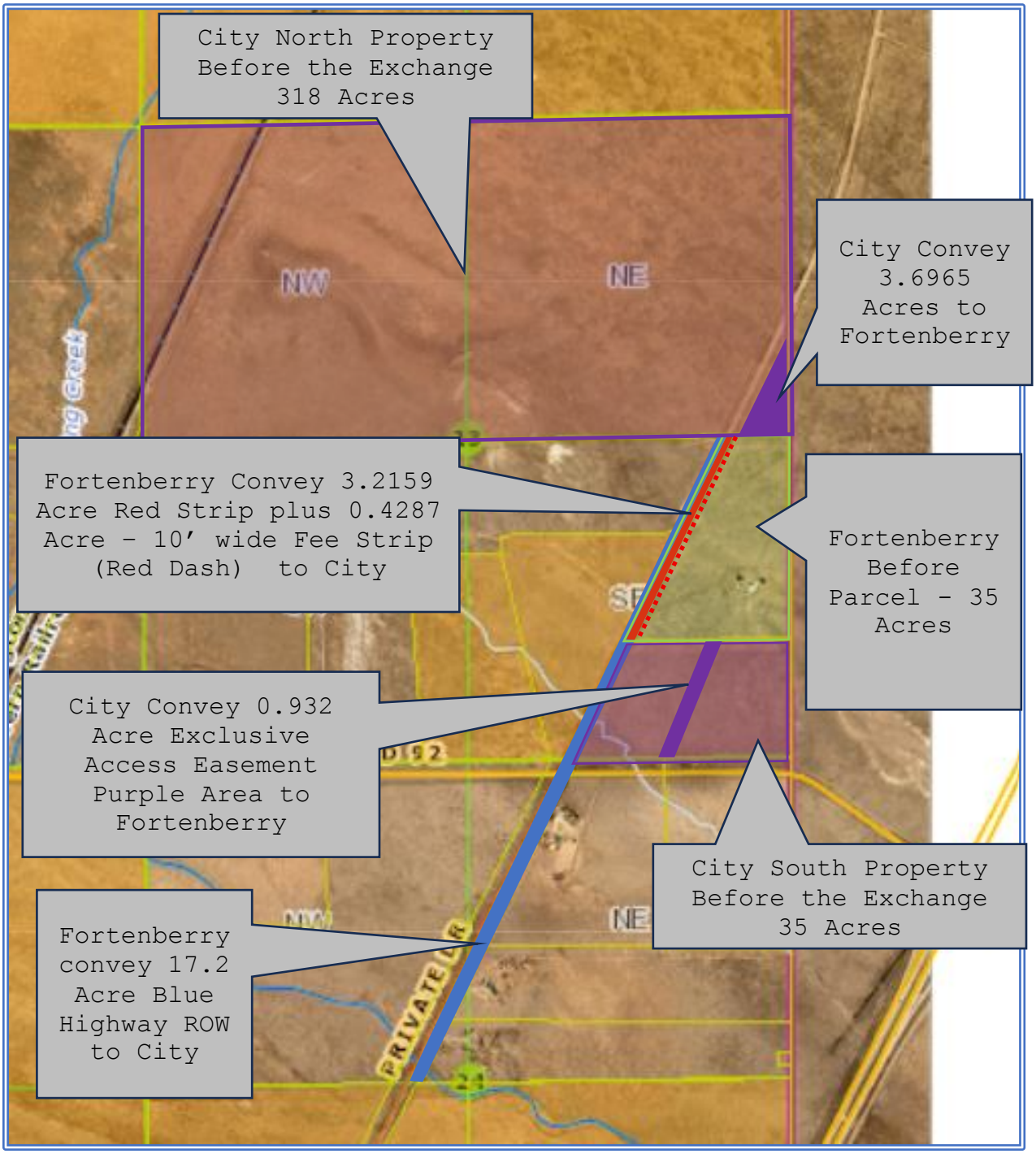
ATTACHMENTS / LINKS

1. Project Area Map
2. General Depiction of the Exchange Properties
3. Ordinance No. 079, 2026

Project Area Map



General Depiction of the Fortenberry Exchange Properties and the City Exchange Property



ORDINANCE NO. 079, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING THE CONVEYANCE AND EXCHANGE OF REAL PROPERTY AND EASEMENT INTERESTS RELATED TO MEADOW SPRINGS RANCH

A. The City owns and operates Meadow Springs Ranch (the "Ranch) for biosolids management, natural resource stewardship, and related municipal purposes.

B. The primary access road serving the Ranch is located on a former highway corridor with unresolved historic ownership and access claims.

C. Scott and Christine Fortenberry (the "Fortenberrys") own adjacent property that currently utilizes portions of the access road for ingress and egress.

D. The City and the Fortenberrys have negotiated a real property and easement exchange intended to relocate the Fortenberrys' primary access to County Road 92, consolidate operational access, improve roadway management and security, and resolve ongoing boundary and access disputes.

E. The proposed exchange will provide the City with substantially greater operational control and long-term certainty regarding access to the Ranch.

F. The proposed exchange includes the conveyance by the City of certain real property interests and easement interests to the Fortenberrys, and the conveyance by the Fortenberrys of certain real property interests and quitclaim interests to the City, all as more particularly described in the Exchange Agreement and accompanying exhibits attached hereto and incorporated herein as Exhibit A.

G. City Council has determined that approval of the Exchange Agreement and associated conveyances serves a valid public purpose.

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

Section 1. City Council finds that:

(a) The City owns and operates the Ranch for biosolids management, natural resource stewardship, and related municipal purposes;

(b) The primary access road serving the Ranch is located on a former highway corridor that has been the subject of historic ownership and access claims;

(c) The Fortenberrys own adjacent property and currently utilize portions of the access road for ingress and egress;

(d) The City and the Fortenberrys have negotiated a real property and easement exchange intended to relocate the Fortenberrys' primary access to County Road 92, improve roadway management and security, consolidate operational access, and resolve boundary and access disputes;

(e) The proposed exchange will provide the City with greater operational control and long-term certainty regarding access to the Ranch;

(f) The real property interests proposed to be conveyed by the City are not required for their current municipal use and the conveyance is in the best interests of the City;

(g) The conveyance and exchange of the property and easement interests described in the Exchange Agreement are in the best interests of the City's Wastewater Utility and will improve operational access, management, and security of Meadow Springs Ranch; and

(h) Approval of the Exchange Agreement and the transactions contemplated therein serves a valid public purpose.

Section 2. City Council hereby approves the Exchange Agreement between the City and the Fortenberrys concerning the exchange and conveyance of certain real property interests, easement interests, and quitclaim interests related to the Ranch, substantially in the form attached hereto as Exhibit A, subject to such non-material modifications as the City Manager and City Attorney determine are necessary or appropriate and consistent with the intent of this Ordinance.

Section 3. The Mayor is authorized to execute the Exchange Agreement on behalf of the City after final adoption of this Ordinance and final approval as to form by the City Attorney.

Section 4. The City Manager, or designee, is hereby authorized to execute all deeds, easements, closing documents, certificates, affidavits, and other documents necessary to complete the transactions contemplated by the Exchange Agreement.

Section 5. City Council hereby authorizes the conveyance by the City of the real property interests and easement interests described in the Exchange Agreement.

Section 6. City Council hereby authorizes acceptance of the real property interests, easement interests, and quitclaim interests conveyed to the City pursuant to the Exchange Agreement.

Section 7. The City is authorized to pay the sum of FIVE THOUSAND THIRTEEN DOLLARS ($5,013) to the Fortenberrys as additional consideration associated with the exchange authorized herein.

Introduced, considered favorably on first reading on June 16, 2026, and approved on second reading for final passage on July 21, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: July 31, 2026
Approving Attorney: April Silva

Exhibit: Exhibit A - Land Exchange Agreement

REAL ESTATE EXCHANGE AGREEMENT

THIS REAL ESTATE EXCHANGE AGREEMENT (this "Agreement") is made and entered into _____ (the "Effective Date") by and between **Scott A. Fortenberry and Christine J. Fortenberry** (the "Fortenberrys") and **THE CITY OF FORT COLLINS, a municipal corporation** (the "City"). The Fortenberrys and the City may be referred to individually as a "Party" and together as the "Parties."

RECITALS

A. The Fortenberrys are the owners of the real property located in the County of Larimer, State of Colorado, depicted on **Exhibit A** attached hereto and incorporated herein by this reference as the "Fortenberry Before Parcel".

B. The Fortenberrys may also have limited private party rights to a public highway right of way ("The Highway ROW") that fronts the Fortenberry Before Parcel and also fronts and/or goes over and across City owned property west and south of the Fortenberry Before Parcel, depicted on **Exhibit A.**

C. Title to the Highway ROW is recorded in the Larimer County Clerk and Recorders office via a 1936 Quitclaim Deed to the Larimer County Board of County Commissioners on Page 598 of Book 654. The Highway ROW has subsequently been managed and abandoned by the State of Colorado Department of Transportation. The current ownership and nature of the Highway ROW title is unclear. For purposes of this Agreement only, the parties agree that the Highway ROW is an easement held by either Larimer County, or the State of Colorado Department of Transportation.

D. The City is the owner of the real property located in the County of Larimer, State of Colorado, also depicted on **Exhibit A** as the "North City Before Parcel" (318 Acres) and the "South City Before Parcel" (35 Acres).

E. Purpose of Exchange. The Parties have been working to resolve longstanding access and title questions related to a historic highway corridor adjacent to the Fortenberry property and City-owned land. The exchange of property interests described in this Agreement will clarify ownership, extinguish any claimed private interests in the historic highway corridor, and establish a permanent and lawful access route to the Fortenberry residence while protecting City operations and property interests.

F. The Fortenberrys wish to convey to the City the following property, as depicted on **Exhibit B**, attached hereto and incorporated herein by this reference.

1. A 0.4287 Acre portion of the Fortenberrys' Before Parcel via General Warranty Deed, attached as to form as **Exhibit E**.
2. A 3.2159 Acre portion of the Fortenberry Before Parcel via Special Warranty Deed, attached as to form as **Exhibit F**.
3. Any interest in the approximate 17.2 Acre Highway ROW via Bargain and Sale Deed, attached as to form as **Exhibit G**.

The properties to be conveyed by the Fortenberrys are collectively referred to as "The Fortenberry Exchange Properties".

G. The City wishes to convey to the Fortenberrys the following property, as depicted on **Exhibit B**, attached hereto and incorporated herein by this reference.

1. A 0.932 Acre Access Easement over the South City Before Parcel, via Appurtenant Exclusive Access Easement, attached as to form as **Exhibit H**.

2. A 3.6965 Acre portion of the North City Before Parcel via Special Warranty Deed, attached as to form as **Exhibit I**.

The properties to be conveyed by the City are collectively referred to as "The City Exchange Properties".

H. The Fortenberry Exchange Properties and the City Exchange Properties may be referred to individually as an "Exchange Property" and together as the "Exchange Properties."

I. The exchange of the Exchange Properties as described herein (the "Exchange") will result in three reconfigured parcels as depicted on **Exhibit C**, attached hereto and incorporated herein by this reference. The resulting City-owned property is referred to hereafter as the "City After Parcels" and the resulting The Fortenberrys'-owned property is referred to as the "The Fortenberrys' After Parcel."

J. The "Term of this Agreement" shall mean the period of time between the Effective Date of this Agreement and the Closing Date or termination of this Agreement.

AGREEMENT

The parties hereby adopt the factual recitals set forth above. In consideration for the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby confessed and acknowledged, the Parties agree to be legally bound whereby The Fortenberrys agree to convey to the City The Fortenberry Exchange Properties, and the City agrees to convey to The Fortenberrys the City Exchange Properties, all on the terms and conditions set forth in this Agreement.

1. City Council Approval. Notwithstanding anything to the contrary herein, the City's obligations to convey any interest in real property under this Agreement are expressly contingent upon approval of such conveyance by the Fort Collins City Council by ordinance. This Agreement shall not become binding upon the City, and the City shall have no obligation to proceed to Closing, unless and until such approval is obtained. In the event such approval is not obtained, this Agreement shall terminate without further obligation of either Party.

2. Effective Date. The Effective Date of this Agreement is the Date of Mutual Execution.

3. The Properties. The Parties agree the Fortenberry Properties and the City Properties include all improvements located thereon and all of owner's rights, title, and interest in and to all appurtenances thereto, including but not limited to the following:

   The City Exchange Properties are to be conveyed TOGETHER with all right, title and interest of the City, if any, in and to all easements, rights-of-way and rights to same and any similar rights, belonging or in any way appertaining to the City Exchange Property, and in and to all stripes and gores of land lying between City Exchange Property and adjoining property, streets or roads, open or proposed, including, without limitation, any private rights of access.

   The Fortenberry Exchange Properties are to be conveyed TOGETHER with all right, title and interest of the Fortenberrys, if any, in and to all easements, rights-of-way and rights to same and any similar rights, belonging or in any way appertaining to the Fortenberry Exchange Properties, and in and to all stripes and gores of land lying between the Fortenberry Exchange Properties and adjoining property, streets or roads, open or proposed, including, without limitation, any private rights of access.

4. Value of the Properties. The Parties agree and stipulate that the fair market value of the properties to be conveyed by the Fortenberrys to the City is $81,749. The Parties agree and stipulate that the fair market value of the properties to be conveyed by the City to the Fortenberry is $76,736.

Exchange Parcels	**Value**
Fortenberry to City	
Land, Improvements & Diminutions from part Fortenberry 35 Acre site to City, as to be granted per **Exhibits E and F.**	$61,799
Quitclaim of Approximate 17.2 Acre Highway right of way (ROW) - Fortenberry to City, as to be granted per **Exhibit G.**	$19,950
Total Fortenberry to City	**$81,749**
City to Fortenberry	
An Appurtenant Exclusive Access Easement over part of City 35 Acre site to Fortenberry, including Diminutions, as to be granted per **Exhibit H.**	$63,744
Land, Improvements & Diminutions from part of City 318 Acre site to Fortenberry, as to be granted per **Exhibit I.**	$12,992
Total City to Fortenberry	**$76,736**
Value Difference requiring cash payment by City to Fortenberry	**$5,013**

5. Encumbrances. The Properties to be conveyed under this Agreement shall be free and clear of all liens for special improvements installed as of the date of the Parties' signatures hereon, whether assessed or not. Except for the property rights associated with Highway ROW held by Larimer County and/or the State of Colorado Department of Transportation, the Properties to be conveyed under this Agreement shall be free and clear of all liens and encumbrances, and recorded and/or apparent easements.

6. Acknowledgement: The Parties acknowledge that the historic highway corridor referenced in this Agreement may constitute a public right-of-way previously used for highway purposes. Nothing in this Agreement is intended to convey or affect any interest of Larimer County, the State of Colorado, or any other public

entity in such right-of-way, if any such interest exists. Rather, the Fortenberrys agree to convey to the City, by bargain and sale deed, any private right, title, or interest they may claim in the referenced corridor or adjacent areas, if any, for the purpose of extinguishing any potential private claims and clarifying the respective property interests of the Parties.

7. Surveys. The City has performed surveys and created legal descriptions of the Exchange Properties, excepting the survey of the City After Parcels and Fortenberry After Parcel Depicted on **Exhibit C**. The survey maps and legal descriptions, upon completion and mutual agreement by the Parties, are included as attachments to the conveyance documents as shown on **Exhibits E, F, G, H and I**.

After closing, the City shall conduct surveys of the City After Parcels Depicted on **Exhibit C**.

The Fortenberrys, at their option, may engage and pay for a private surveyor to conduct a survey and create a legal description of the Fortenberry After Parcel Depicted on **Exhibit C**.

8. Driveway Project.

(a) As a condition of this Agreement the Fortenberrys acknowledge that they will no longer have any right of access (except in the event of an emergency) to the highway right of way on the western boundary of the Fortenberry After Parcel. Physical access to the highway right of way shall be eliminated by virtue of a continuous livestock fence, without gates, as further described in Section 8 below.

(b) In the event of flood, fire, storm or other natural emergency, or if there is eminent threat to the health and safety of the Fortenberrys (or guest) the Fortenberrys may use the abandoned driveways and historic access points onto the highway right of way on the western boundary of the Fortenberry After Parcel for emergency ingress and egress purposes. The Fortenberrys may cut or otherwise remove the fencing for emergency access purposes. Upon expiration of the emergency, the Fortenberrys agree to repair the damaged fencing within one month at their sole cost.

(c) As a condition of this Agreement the City shall grant the Fortenberrys an Exclusive Access Easement depicted on **Exhibits B, C and D**, and legally described on **Exhibit H**.

(d) The Fortenberrys agree that the Exclusive Access Easement shall provide acceptable legal access to County Road 92 south of the Fortenberry After Parcel. The Exclusive Access Easement shall exclude use by both third parties and the City, granting exclusive surface use to the Fortenberrys. The exclusive access easement shall be an easement appurtenant (attached) to the Fortenberry After Property, and this easement shall run with the land.

(e) In order to physically restore access to the Fortenberry residence an approximate 1,450 linear foot driveway will need to be constructed. The Fortenberrys agree to be responsible for all costs of permitting and constructing the replacement driveway and associated access apron onto CR 92.

(f) The City agrees to fence its unencumbered property abutting the driveway/Exclusive Access Easement. The fencing work shall be completed in accordance with Section 8 (ii) below.

(g) The Fortenberrys agree to release and hold harmless the City and its officers, agents, licensees, invitees, representatives, employees, contractors, subcontractors and customers (collectively, the "Releasees") from any claims that the Fortenberrys may have arising out of or in connection with the Fortenberrys' activities pursuant to this Agreement the failure by the Fortenberrys, its affiliates or any of their respective successors, assigns, officers, directors, members, managers, tenants, subtenants, agents, representatives, employees, contractors, subcontractors, customers, guests, licensees and invitees to comply fully with their obligations under this Agreement (collectively, the "Claims"), specifically excepting any Claims caused by or resulting from the negligence or intentional conduct of any of the Releasees.

9. Fencing.

(a) The City shall be responsible for all costs of fencing as generally depicted on **Exhibit D.** The City shall construct fencing in the general locations shown on Exhibit D for the purpose of separating the Fortenberry After Parcel from City property and the historic highway corridor. The fencing shall generally consist of livestock fencing as determined appropriate by the City. The City shall be responsible for construction and maintenance of such fencing except where otherwise specified in this Agreement.

i. Approximately 802 linear feet of fencing with no gates shall be constructed on the eastern boundary of the 3.6965 acre north tract of land conveyed from the City to the Fortenberrys. Wooden braces will be constructed on the North and South ends. The north brace shall tie to new fencing to be constructed by the city along the highway ROW. The south brace shall tie to existing fencing along the eastern and northern limits of the Fortenberry property before the exchange.

The City shall be responsible for maintenance of the fence and consent to enter the Fortenberry property for fence maintenance must be obtained prior to entry.

ii. Approximately 1,015 linear feet of fencing with no gates shall be constructed on the east and west sides of the Exclusive Access Easement, totaling approximately 2,030 linear feet. The north ends will include wooden braces that shall tie to existing fencing along the southern limits of the Fortenberry property. The south ends will include wooden braces that shall tie to existing fencing

along the northern limits of the CR 92 ROW.

The City shall be responsible for maintenance of the fence and consent to enter the Fortenberry property for fence maintenance must be obtained prior to entry.

iii. Approximately 1,868 linear feet of fencing, with no gates, shall be constructed approximately 10 to 50 feet west of the Fortenberrys' west boundary. The fencing location may vary due to the physical lay of the land and the need to account for snow plowing functions on the highway ROW. Generally, the fencing will be located within the highway ROW area conveyed from the Fortenberrys to the City.

There is also a 10 foot strip of land area being conveyed by the Fortenberrys to the City along the western boundary of the Fortenberry property intended to be used by the City for fence maintenance and other roadway related uses. A 10-foot maintenance area is also reserved by the City west of the 3.6965 acre tract of land conveyed by the City to the Fortenberrys. Approximately 898 linear feet of fencing shall be constructed in this area by the City.

The Fortenberrys acknowledge that the highway ROW fence is located west of the property boundary and the fence is not a property boundary marker. The Fortenberry agree not place any improvements or otherwise trespass on City property, except to the extent required to care for livestock or animals that may enter on City property east of the highway fence. Entry into the fence maintenance area may also be allowed for emergency purposes or emergency fence repair.

The City may place boundary markers along the City/Fortenberry property line.

The Fortenberrys shall notify the City if there is any routine fence repair required and the City shall be responsible for maintenance and repair of the fence.

The section of fencing replaces fencing built by the Fortenberrys and the value of the existing fencing is considered in the valuation of the property interests. The existing fencing and the northern gate shall be removed and the materials shall be placed on the Fortenberry property, after the exchange. The Fortenberrys may salvage the original fencing, or dispose of the fencing at their discretion and costs.

There are two access drives onto the highway ROW and these access points shall be fenced off and abandoned. The abandoned access points may only be used for access under emergency situations as previously outlined in Section 6(b) above.

There is no existing gate at the primary southern access. There is a metal cattle gate at the secondary northern access that will be salvaged by the Fortenberrys.

iv. There is approximately 402 linear feet of fencing, with no gates, along the northern boundary of the Fortenberry Property before the exchange.

All maintenance and repair of the 402 foot fence are the responsibility of the Fortenberrys. The City holds no interest in the 402 foot fence after the exchange and Fortenberrys may maintain or remove at their discretion.

11. Due Diligence. Each party acknowledges that it has had the opportunity to inspect the property and provide objection or accept the property in its current condition by April 30, 2026:

12 Amendments. This Agreement may be modified or amended only by a duly authorized written instrument approved by the City Manager of the City and the Fortenberrys. Oral amendments to this Agreement are not permitted.

13 Termination Prior to Closing. Prior to Closing, if a Party finds objectionable the results of any report, disclosure or other information from any actions undertaken in Section 11 of this Agreement, such Party shall notify the other Party, and agrees to negotiate in good faith an acceptable resolution; however if no such resolution can be reached, the objecting Party may terminate this Agreement without any further obligation by either Party. The objecting Party must terminate this Agreement by April 30, 2026, or all such objections shall be deemed waived.

A. Termination After Closing. After Closing, this Agreement may only be terminated by written amendment.

B. Survival. All warranties, covenants, representations, agreements, and guarantees contained in this Agreement shall survive the Closing, execution, and delivery of the Deeds, Easement and any other documents contemplated by this Agreement; and all Parties shall continue to be bound by this Agreement until all of their respective obligations hereunder have been performed or satisfied. No such warranty, covenant, representation, or agreement shall merge with said Deeds and Easement.

C. Breaches and Remedies. If a Party breaches any of its material obligations under this Agreement, the other Party may declare the defaulting Party in breach of this Agreement and pursue any remedies available at law or in equity. Without limiting the foregoing, if the Fortenberrys breach this Agreement by failing to allow the City to possess, use and control the

properties to be conveyed, the City shall be entitled to specific performance to such possession, use and control, subject to the other obligations of this Agreement.

D. Public Purpose. The Parties acknowledge and agree that the exchange of the Properties subject to this Agreement is in the best interest of the City, and that the exchange serves a public purpose.

E. Recordation. Notice of this Agreement may be recorded against the Properties in the records of the Larimer County Clerk and Recorder by the City.

F. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

G. Exhibits. All exhibits referred to in this Agreement are incorporated into this Agreement by reference.

H. Assignment. This Agreement may not be assigned by any Party.

I. Drafting. Each Party acknowledges having had the opportunity to participate in the drafting of this Agreement. This Agreement shall not be construed against any Party based upon authorship.

J. Warranty Against Certain Breaches and Defaults. The parties hereto represent and warrant as of the date hereof and as of the date of Closing that neither the execution of this Agreement nor the consummation of the transaction provided for herein constitutes, or will result in, any breach of any of the terms, conditions, or provisions, or constitute a default under any indenture, charter, bylaw, mortgage, loan agreement, lien, lease, license, judgment, decree, order, instrument, or other verbal or written agreement to which the seller is a party of or is subject to, or to which any of the Properties is subject to.

14. Notices. Any notice required or desired to be given by the Parties hereto shall be in writing and may be personally delivered; mailed, certified mail, return receipt requested; sent by a nationally recognized receipted overnight delivery service for earliest delivery the next business day; or sent by electronic mail. Any such notice shall be deemed given when personally delivered; if mailed, three (3) delivery days after deposit in the United States mail, postage prepaid; if sent by electronic mail, on the day sent if sent on a business day during regular business hours (9 a.m. to 5 p.m.) of the recipient, otherwise on the next business day; or if sent by overnight delivery service, one (1) business day after

deposit in the custody of the delivery service for earliest next business day delivery. The addresses and electronic mail addresses for the mailing, transmitting, or delivering of notices shall be as follows:

If to the Fortenberrys, to:

Scott A. and Christine J. Fortenberry
6808 E County Road 92
Carr, CO 80612
Sc410berry@gmail.com

If to the City, to:

City of Fort Collins
Attn: Kelly DiMartino, City Manager
300 LaPorte Avenue
P.O. Box 580
Fort Collins, CO 80522
Email: dkennedy@fcgov.com

With a copy to:

City Attorney's Office
300 LaPorte Avenue
P.O. Box 580
Fort Collins, CO 80522
Email: CityAttorneysOffice@fcgov.com

Notice of a change of address of either Party shall be given in the same manner as all other notices as hereinabove provided.

14. Immunity. Nothing in this Agreement shall be construed to waive the City's immunity under the Colorado Governmental Immunity Act.

The rest of this page is intentionally left blank

IN WITNESS WHEREOF, the Parties have executed this Real Estate Exchange Agreement as of the day and year set forth below their respective signatures.

CITY OF FORT COLLINS,
a municipal corporation

By:_____
Kelly DiMartino, City Manager

Date: _____

ATTEST:

_____

Name: _____

Title: _____

APPROVED AS TO FORM:

_____
Assistant City Attorney

The Fortenberrys

By:_____
Scott A. Fortenberry

Date: _____

_____
Christine J. Fortenberry

Date: _____

EXHIBIT A

Depiction of the Fortenberrys Before Parcel and the City Before Parcel

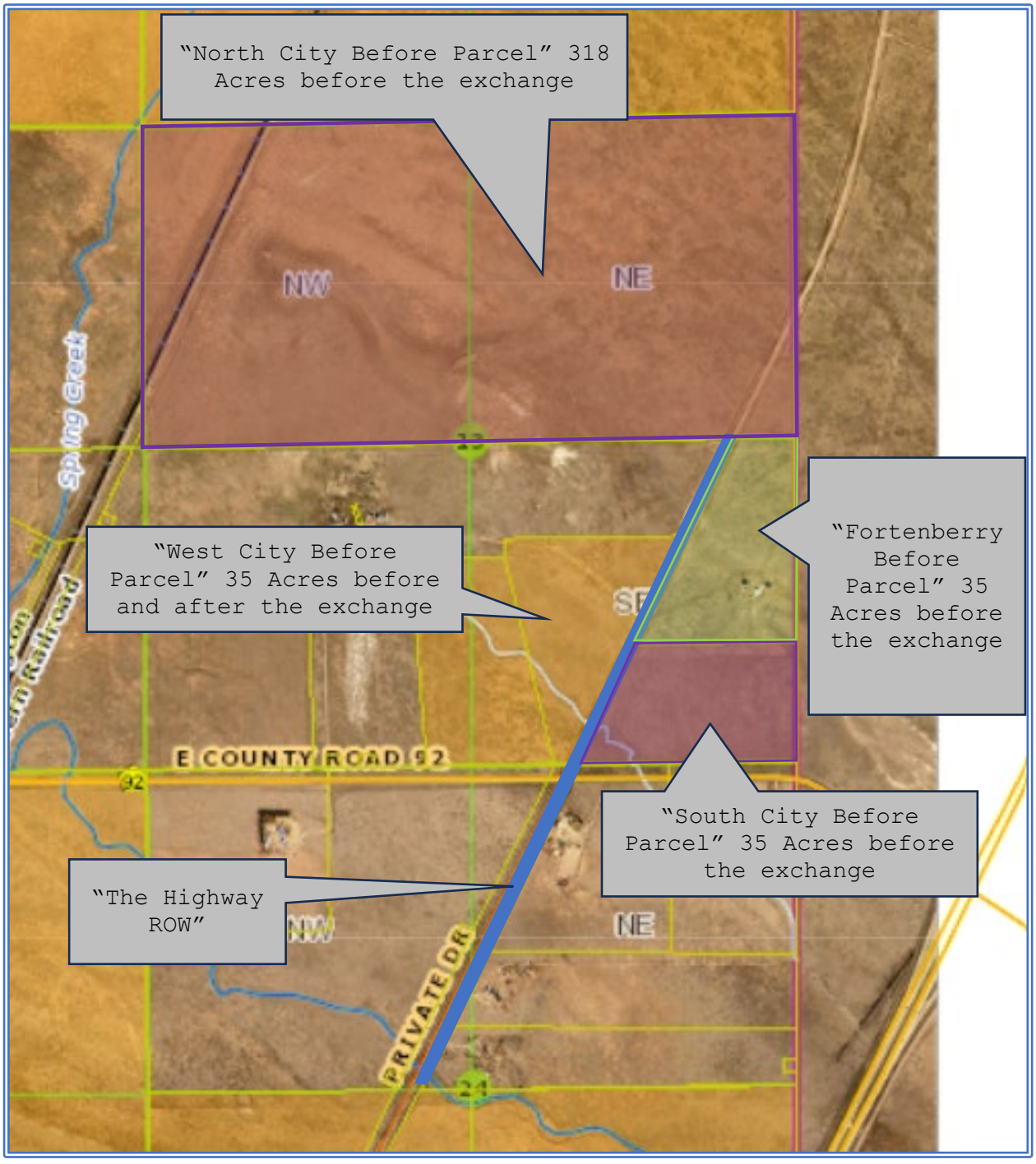


EXHIBIT B

General Depiction of the Fortenberry Exchange Properties and the City Exchange Property

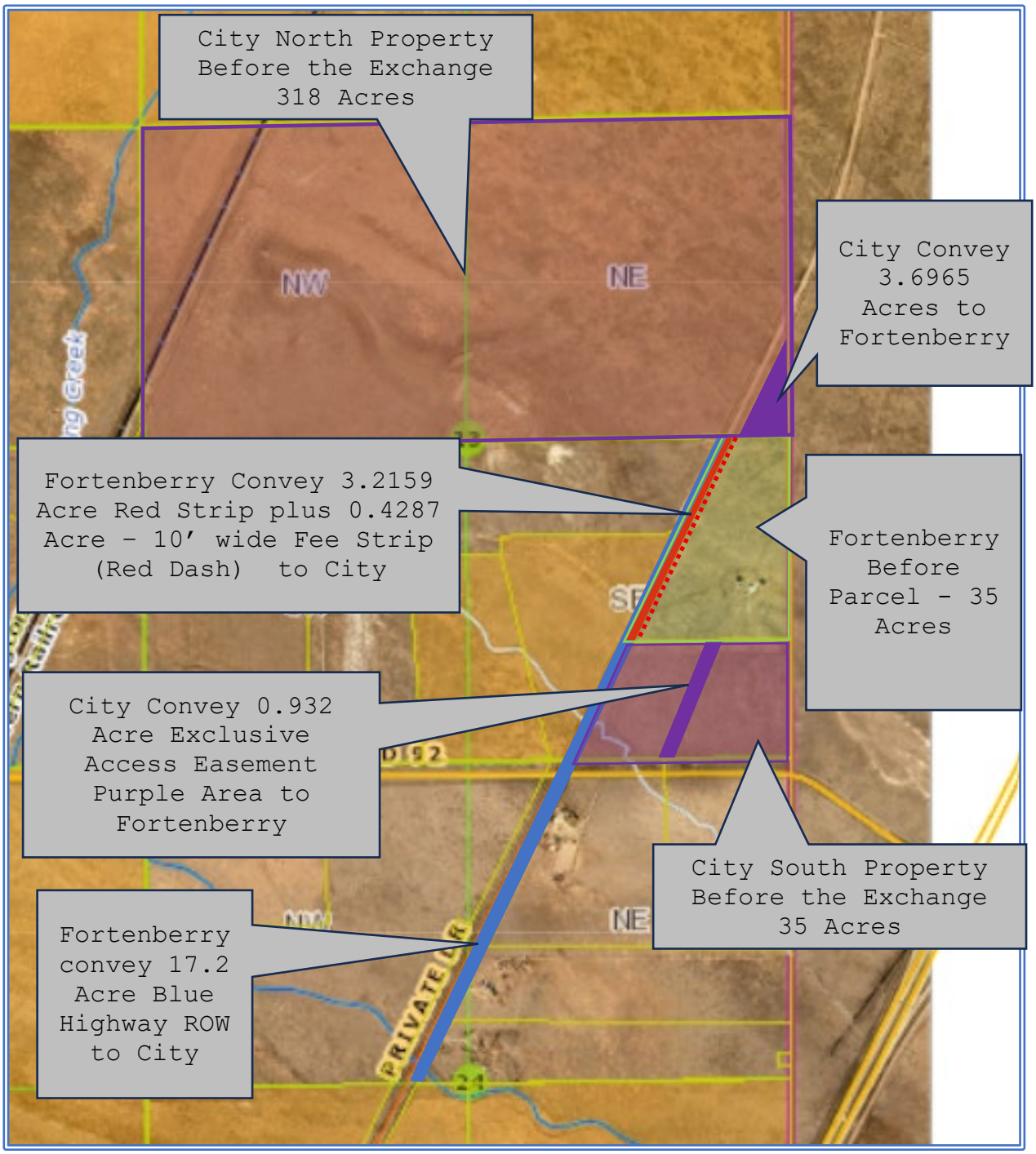


EXHIBIT C

Depiction of the Fortenberrys' After Parcel and the City After Parcel

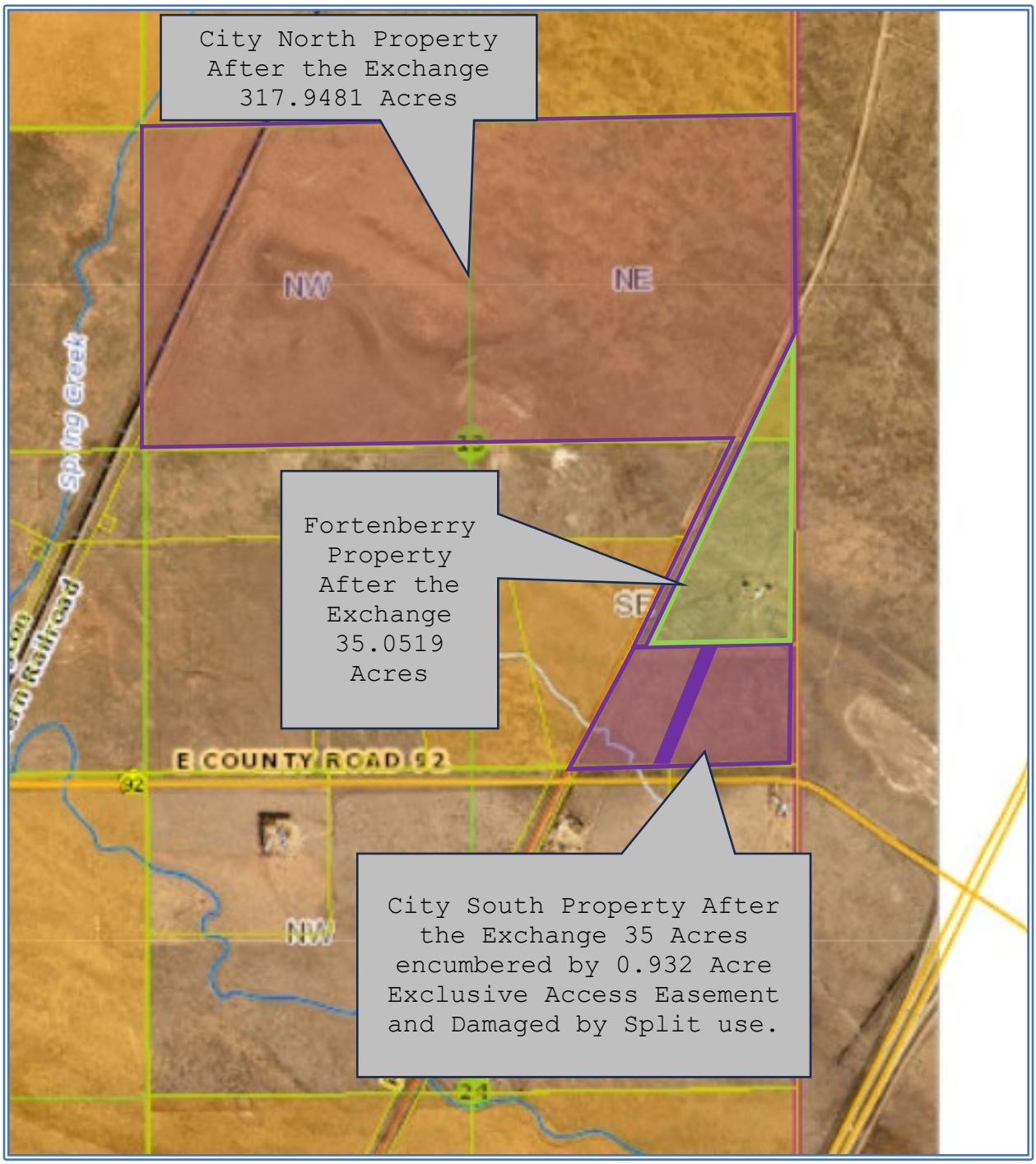


EXHIBIT D -Fence Exhibit

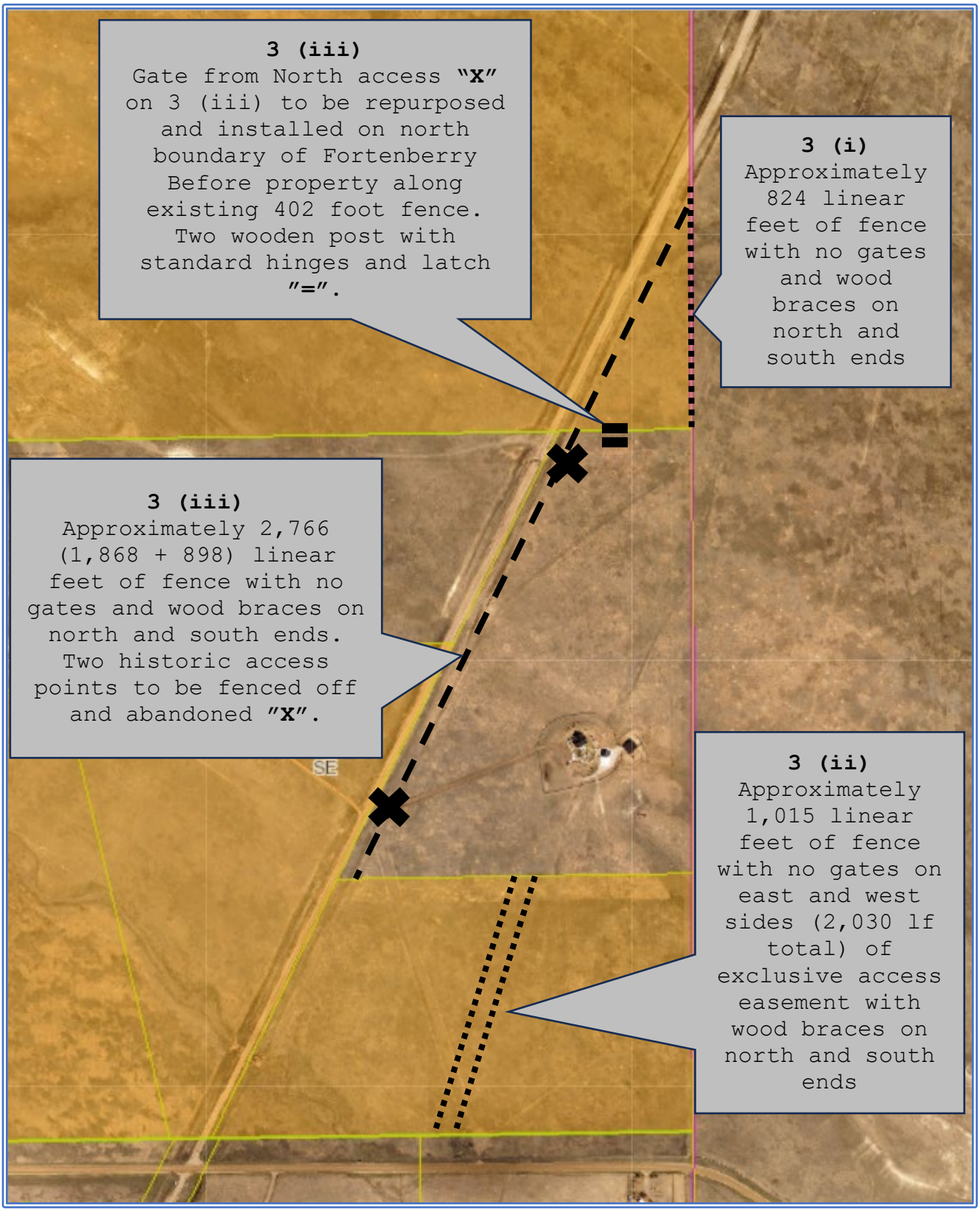


Exhibit E

Form of Deed – The Fortenberrys to City of Fort Collins

GENERAL WARRANTY DEED

Grantor: Scott A. Fortenberry and Christine J. Fortenberry
Grantor Signing Authority and Title: By: Scott A. Fortenberry and Christine J. Fortenberry
Grantor Mailing Address: 6808 E County Road 92, Carr, CO 80612

Grantee: City of Fort Collins, Colorado, a municipal corporation
Grantee Signing Authority and Title: Kelly DiMartino, City Manager
Grantee Mailing Address: c/o Real Estate Services, P.O. Box 580, Fort Collins, Colorado 80522

Effective Date: Date of mutual execution

Consideration: Ten (10) dollars and other good and valuable consideration

Exhibit A-Property Legal Description: 1 page
Exhibit B-Property Depiction: 1 page

This **GENERAL WARRANTY DEED** is made on the Effective Date between Grantor and Grantee.

W I T N E S S E T H :

That Grantor, for and in consideration of the sum of the Consideration above and other good and valuable consideration to Grantor in hand, paid by Grantee, the receipt and adequacy ofwhich are hereby confessed and acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, convey, and confirm unto Grantee and Grantee's successors and assigns forever, those certain parcels of real property, together with all improvements, if any, situate, lying, and being in the County of Larimer, State of Colorado, more particularly described on **Exhibit A** and generally depicted on **Exhibit B**, attached hereto and incorporated herein by this reference, which real property shall be hereinafter referred to as the "Property".

TOGETHER with all and singularly the hereditaments and appurtenances thereto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all estate, right, title, interest, claim, and demandwhatsoever of Grantor, either in law or equity, of, in or to the Property, with the hereditaments andappurtenances.

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances unto Grantee and its successors and assigns forever. And Grantor, for itself and its personal representatives, successors and assigns, does covenant, grant, bargain, and agree to and with Grantee and its successors and assigns, that at the time of the ensealing and delivery of these presents Grantor is wellseized of the Property; has good, sure, perfect, absolute, and indefeasible

estate in law, in fee simple; has good right, full power, and lawful authority to grant, bargain, sell, and convey the same in manner and form as aforesaid; that, except as hereinafter provided, the same are free from all former and other grants, bargains, sales, liens, taxes, assessments, and encumbrances of whatever kind or nature whatsoever; and the Grantor shall and will WARRANT AND FOREVER DEFEND the Property in the quiet and peaceable possession of Grantee and Grantee's successors and assigns against all and every person or persons lawfully claiming the whole or any part thereof, subject to all existing easements and rights-of-way in place or of record; any restrictions, reservations, or exceptions contained in any United States or State of Colorado Patentsof record; all zoning and other governmental rules and regulations; statutory lien rights resulting from the inclusion of the Property in any special taxing or improvement districts; all oil, gas or other mineral reservations or exceptions of record; and general property taxes, assessments, and charges for the year as dated below by Grantor and all subsequent years.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written below.

GRANTOR:

Scott A. Fortenberry and Christine J. Fortenberry

_____ **Exhibit not for Signature**
Date Scott A. Fortenberry

_____ **Exhibit not for Signature**
Date Christine J. Fortenberry

STATE OF COLORADO)
)
COUNTY OF_____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, By **Scott A. Fortenberry and Christine J. Fortenberry**.

Witness my hand and official seal.

My Commission expires:

_____
Notary Public

ACCEPTED BY GRANTEE:

Exhibit not for Signature

Date

Kelly DiMartino, City Manager

ATTEST:

Exhibit not for Signature

City Clerk

(Print Name, Title)

APPROVED AS TO FORM:

Exhibit not for Signature

Assistant City Attorney

(Print Name, Title)

Exhibit A to Exhibit E – Legal Description

**DESCRIPTION OF A TRACT OF LAND TO BE CONVEYED
TO THE CITY OF FORT COLLINS
(10' STRIP)**

A STRIP OF LAND 10 FEET IN WIDTH LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 68 WEST OF THE SIXTH P.M.; COUNTY OF LARIMER, STATE OF COLORADO; BEING LOCATED WITHIN THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED AUGUST 14, 1995 AT RECEPTION NO. 95049123 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER (LCCR); AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 13, AND CONSIDERING THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 13 TO BEAR N89°54'11"W AS SHOWN ON THE LAND SURVEY PLAT RECORDED AT RECEPTION NO. 20250030115 (LCCR), SAID LINE BEING MONUMENTED ON BOTH ENDS BY A 2-1/2" ALUMINUM PIPE WITH A 3-1/4" ALUMINUM CAP STAMPED LS 10855, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG SAID NORTH LINE, N89°54'11"W, A DISTANCE OF 401.78 FEET TO THE **POINT OF BEGINNING**;

THENCE ALONG A LINE PARALLEL WITH AND 10.00 FEET (AS MEASURED AT RIGHT ANGLES) EASTERLY OF THE EASTERLY BOUNDARY OF THE ROAD RIGHT-OF-WAY CONVEYED TO LARIMER COUNTY BY QUIT CLAIM DEED RECORDED IN BOOK 654, PAGE 598 (LCCR), S26°52'37"W, A DISTANCE OF 1,867.79 FEET TO A POINT ON THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED TO THE CITY OF FORT COLLINS RECORDED APRIL 30, 2003 AT RECEPTION NO. 20030057523 (LCCR);
THENCE ALONG SAID NORTH LINE, N89°53'16"W, A DISTANCE OF 11.20 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID ROAD RIGHT-OF-WAY;
THENCE ALONG SAID EASTERLY BOUNDARY, N26°52'37"E, A DISTANCE OF 1,867.79 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SECTION 13;
THENCE ALONG SAID NORTH LINE, S89°54'11"E, A DISTANCE OF 11.20 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 18,678 SQUARE FEET (0.4287 ACRES), MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR THAT NOW EXIST ON THE GROUND.

I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME AND IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

JOHN STEVEN VON NIEDA, COLORADO P.L.S. 31169
FOR AND ON BEHALF OF THE CITY OF FORT COLLINS
P.O. BOX 580, FORT COLLINS, CO 80522

Water & Sewer\Meadow Springs Ranch 13-11-68\Legals\Fee Pcl to City 10ft.doc

Exhibit B to Exhibit E – Property Depiction

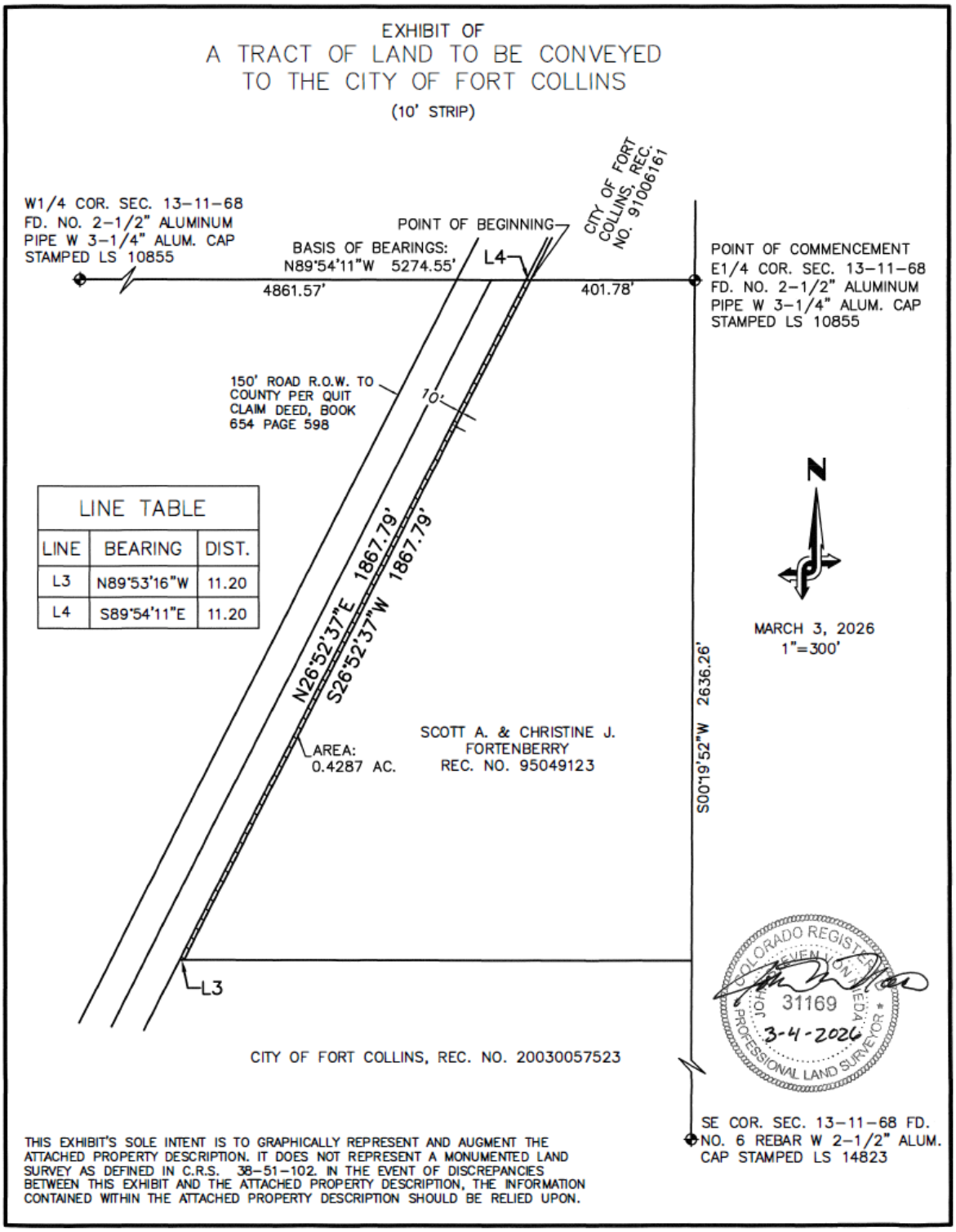


Exhibit F

Form of Deed – The Fortenberrys to City of Fort Collins

SPECIAL WARRANTY DEED

Grantor: Scott A. Fortenberry and Christine J. Fortenberry
Grantor Signing Authority and Title: By: Scott A. Fortenberry and Christine J. Fortenberry
Grantor Mailing Address: 6808 E County Road 92, Carr, CO 80612

Grantee: City of Fort Collins, Colorado, a municipal corporation
Grantee Signing Authority and Title: Kelly DiMartino, City Manager
Grantee Mailing Address: c/o Real Estate Services, P.O. Box 580, Fort Collins, Colorado 80522

Effective Date: Date of mutual execution

Consideration: Ten (10) dollars and other good and valuable consideration

Exhibit A-Property Legal Description: 1 page
Exhibit B-Property Depiction: 1 page

This **SPECIAL WARRANTY DEED** is made on the Effective Date between Grantor and Grantee.

W I T N E S S E T H :

That Grantor, for and in consideration of the sum of the Consideration above and other good and valuable consideration to Grantor in hand, paid by Grantee, the receipt and adequacy ofwhich are hereby confessed and acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, convey, and confirm unto Grantee and Grantee's successors and assigns forever, those certain parcels of real property, together with all improvements, if any, situate, lying, and being in the County of Larimer, State of Colorado, more particularly described on **Exhibit A** and generally depicted on **Exhibit B**, attached hereto and incorporated herein by this reference, which real property shall be hereinafter referred to as the "Property".

TOGETHER with all and singularly the hereditaments and appurtenances thereto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all estate, right, title, interest, claim, and demandwhatsoever of Grantor, either in law or equity, of, in or to the Property, with the hereditaments andappurtenances.

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances unto Grantee and its successors and assigns forever. And Grantor, for itself and its personal representatives, successors and assigns, does covenant, grant, bargain, and agree to and with Grantee and its successors and assigns, that at the time of the ensealing and delivery of these presents Grantor is wellseized of the Property; has good, sure, perfect, absolute, and indefeasible

estate in law, in fee simple; has good right, full power, and lawful authority to grant, bargain, sell, and convey the same in manner and form as aforesaid; that, except as hereinafter provided, the same are free from all former and other grants, bargains, sales, liens, taxes, assessments, and encumbrances of whatever kind or nature whatsoever; and the Grantor shall and will WARRANT AND FOREVER DEFEND the Property in the quiet and peaceable possession of Grantee and Grantee's successors and assigns against all and every person or persons lawfully claiming the whole or any part thereof by, through or under Grantor, subject to all existing easements and rights-of-way in place or of record; any restrictions, reservations, or exceptions contained in any United States or State of Colorado Patents of record; all zoning and other governmental rules and regulations; statutory lien rights resulting from the inclusion of the Property in any special taxing or improvement districts; all oil, gas or other mineral reservations or exceptions of record; and general property taxes, assessments, and charges for the year as dated below by Grantor and all subsequent years.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written below.

GRANTOR:

Scott A. Fortenberry and Christine J. Fortenberry

_____ **Exhibit not for Signature**
Date Scott A. Fortenberry

_____ **Exhibit not for Signature**
Date Christine J. Fortenberry

STATE OF COLORADO)
)
COUNTY OF_____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, By **Scott A. Fortenberry and Christine J. Fortenberry**.

Witness my hand and official seal.

My Commission expires:

_____
Notary Public

ACCEPTED BY GRANTEE:

Exhibit not for Signature

Date

Kelly DiMartino, City Manager

ATTEST:

Exhibit not for Signature

City Clerk

(Print Name, Title)

APPROVED AS TO FORM:

Exhibit not for Signature

Assistant City Attorney

(Print Name, Title)

Exhibit A to Exhibit F – Legal Description

**DESCRIPTION OF A TRACT OF LAND TO BE CONVEYED
TO THE CITY OF FORT COLLINS
(75' STRIP)**

A STRIP OF LAND 75 FEET IN WIDTH LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 68 WEST OF THE SIXTH P.M.; COUNTY OF LARIMER, STATE OF COLORADO; BEING LOCATED WITHIN THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED AUGUST 14, 1995 AT RECEPTION NO. 95049123 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER (LCCR); ALSO BEING A PART OF THE ROAD RIGHT-OF-WAY CONVEYED TO LARIMER COUNTY BY QUIT CLAIM DEED RECORDED IN BOOK 654, PAGE 598 (LCCR); SAID STRIP ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 13, AND CONSIDERING THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 13 TO BEAR N89°54'11"W AS SHOWN ON THE LAND SURVEY PLAT RECORDED AT RECEPTION NO. 20250030115 (LCCR), SAID LINE BEING MONUMENTED ON BOTH ENDS BY A 2-1/2" ALUMINUM PIPE WITH A 3-1/4" ALUMINUM CAP STAMPED LS 10855, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG SAID NORTH LINE, N89°54'11"W, a distance of 412.98 Feet to the **POINT OF BEGINNING**;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID ROAD RIGHT-OF-WAY RECORDED IN BOOK 654, PAGE 598, S26°52'37"W, a distance of 1,867.79 Feet TO A POINT ON THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED TO THE CITY OF FORT COLLINS RECORDED APRIL 30, 2003 AT RECEPTION NO. 20030057523 (LCCR);
THENCE ALONG SAID NORTH LINE, N89°53'16"W, a distance of 84.00 Feet;
THENCE ALONG THE CENTER LINE OF SAID ROAD RIGHT-OF-WAY RECORDED IN BOOK 654, PAGE 598, N26°52'37"E, a distance of 1,867.76 Feet TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13;
THENCE ALONG SAID NORTH LINE, S89°54'11"E, a distance of 84.01 Feet to the **POINT OF BEGINNING**.

Containing 140,083 Square Feet (3.2159 Acres), more or less, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR THAT NOW EXIST ON THE GROUND.

I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME AND IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

JOHN STEVEN VON NIEDA, COLORADO P.L.S. 31169
FOR AND ON BEHALF OF THE CITY OF FORT COLLINS
P.O. BOX 580, FORT COLLINS, CO 80522

Water & Sewer\Meadow Springs Ranch 13-11-68\Legals\Fee Pcl to City 75ft.doc

Exhibit B to Exhibit F – Property Depiction

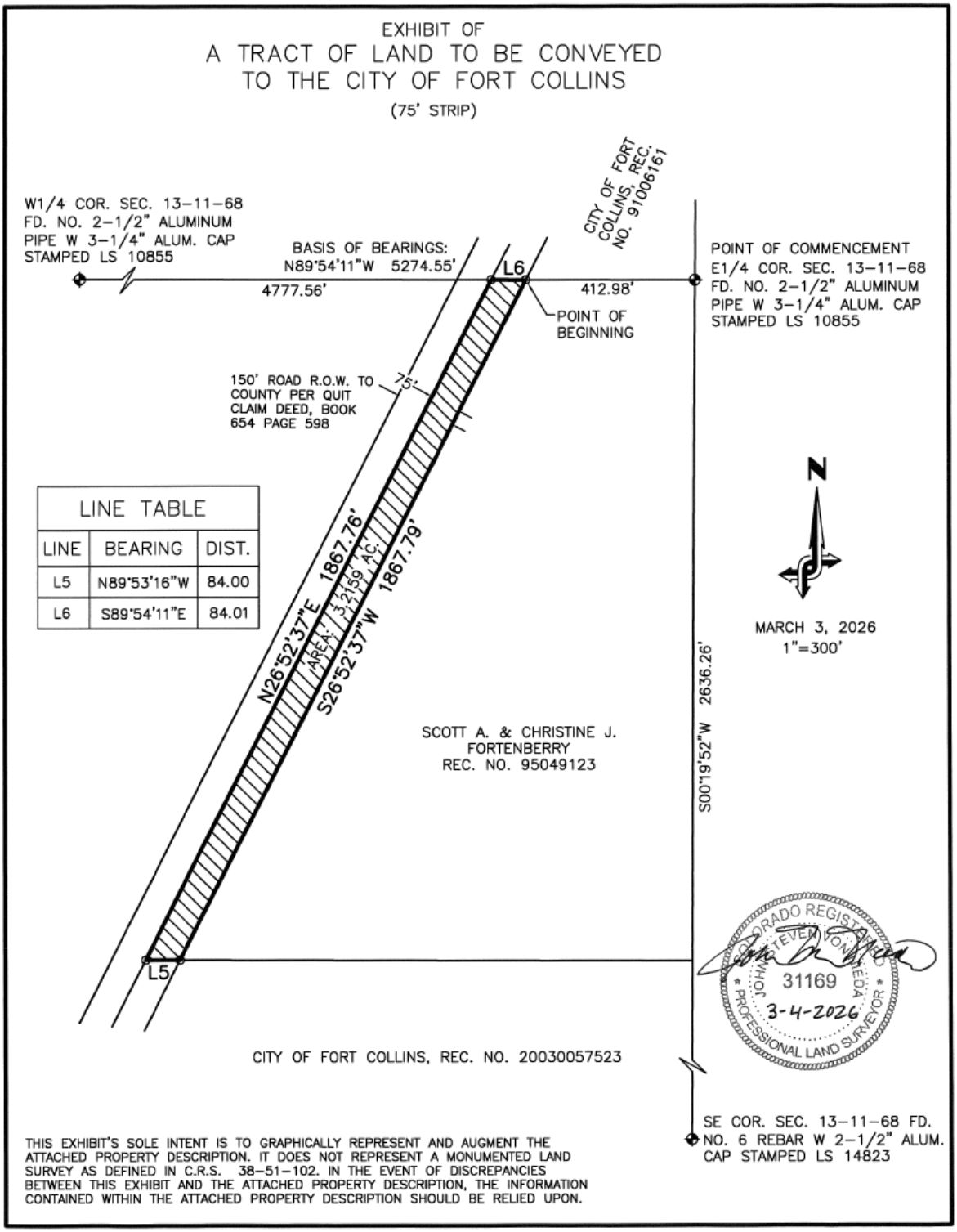


Exhibit G

Form of Deed – The Fortenberrys to City of Fort Collins

BARGAIN AND SALE DEED

Grantor: Scott A. Fortenberry and Christine J. Fortenberry
Grantor Signing Authority and Title: By: Scott A. Fortenberry and Christine J. Fortenberry
Grantor Mailing Address: 6808 E County Road 92, Carr, CO 80612

Grantee: City of Fort Collins, Colorado, a municipal corporation
Grantee Signing Authority and Title: Kelly DiMartino, City Manager
Grantee Mailing Address: c/o Real Estate Services, P.O. Box 580, Fort Collins, Colorado 80522

Effective Date: Date of mutual execution

Consideration: Ten (10) dollars and other good and valuable consideration

Exhibit A-Property Legal Description: 1 page
Exhibit B-Property Depiction: 1 page

This **BARGAIN AND SALE DEED** is made on the Effective Date between Grantor and Grantee.

W I T N E S S E T H :

That Grantor, for and in consideration of the sum of the Consideration above and other good and valuable consideration , the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to Grantee, its heirs, and assigns, forever, all the right, title, interest, claim and demand which Grantor has in and to the real property, together with improvements, if any,, situate, lying, and being in the County of Larimer, State of Colorado described on **Exhibit A** and generally depicted on **Exhibit B**, attached hereto and incorporated herein by this reference, which real property shall be hereinafter referred to as the "Property".

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written below.

GRANTOR:

Scott A. Fortenberry and Christine J. Fortenberry

Exhibit not for Signature

Date

Scott A. Fortenberry

Exhibit not for Signature

_____ Christine J. Fortenberry
Date

STATE OF COLORADO)
)
COUNTY OF_____)

The foregoing BARGAIN AND SALE DEED was acknowledged before me this _____ day of _____, 2026,
By **Scott A. Fortenberry and Christine J. Fortenberry**.

Witness my hand and official seal.

My Commission expires:

_____
Notary Public

ACCEPTED BY GRANTEE:

Exhibit not for Signature

Date

Kelly DiMartino, City Manager

ATTEST:

Exhibit not for Signature

City Clerk

(Print Name, Title)

APPROVED AS TO FORM:

Exhibit not for Signature

Assistant City Attorney

(Print Name, Title)

Exhibit A to Exhibit G – Legal Description

A part of the north ½ of Section 24 and the south ½ of Section 13, Township 11 N, R 68 W, 6th P.M.; being that property described in the first paragraph of the quitclaim deed recorded October 26, 1936 in Book 654, Page 598 in the Office of the Larimer County Clerk and Recorder, being described therein as follows:
A strip of land being 150 feet wide, 75 feet on either side and parallel to the following described center line: beginning at a point on the south line of the north one-half of Section 24, Township 11 N, Range 68W, which bears North 38 degrees 44' E 3,342.5 feet from the SW corner of Section 24, Township 11 N, Range 68W. said point also being Station 1,409-55.5 on center line: thence N. 26 degrees, 37' E 2,987.1 feet to the north line of Section 24, Township 11 N, Range 68W, which point bears N. 89 degrees 56' W. 1,822.9 feet (measured: N. 89 degrees 53'23" W. 1,816.51 feet) from the NE corner of Section 24. Said point also being Station 1,439-42.6 on center line, thence N. 26 degrees 37' E. 2,941.8 feet (measured: N. 26 degrees 52'37" E. 2952.49 feet) to the north line of the south ½ of Section 13, Township 11 N, Range 68W. Said point being Station 1,468-84.4 on center line and which bears N. 10 degrees 52' W. 2,680.2 feet (measured: N. 10 degrees 21'11" W. 2680.70 feet) from the SE corner of Section 13, Township 11 N, Range 68W, said tract containing **20.416 acres** more or less.

The area to be conveyed is less and except:

A STRIP OF LAND 75 FEET IN WIDTH LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 68 WEST OF THE SIXTH P.M.; COUNTY OF LARIMER, STATE OF COLORADO; BEING LOCATED WITHIN THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED AUGUST 14, 1995 AT RECEPTION NO. 95049123 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER (LCCR); ALSO BEING A PART OF THE ROAD RIGHT-OF-WAY CONVEYED TO LARIMER COUNTY BY QUIT CLAIM DEED RECORDED IN BOOK 654, PAGE 598 (LCCR); SAID STRIP ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 13, AND CONSIDERING THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 13 TO BEAR N89°54'11"W AS SHOWN ON THE LAND SURVEY PLAT RECORDED AT RECEPTION NO. 20250030115 (LCCR), SAID LINE BEING MONUMENTED ON BOTHENDS BY A 2-1/2" ALUMINUM PIPE WITH A 3-1/4" ALUMINUM CAP STAMPED LS 10855, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG SAID NORTH LINE, N89°54'11 "W, a distance of 412.98 Feet to the POINT OF BEGINNING;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID ROAD RIGHT-OF-WAY RECORDED IN BOOK 654, PAGE 598, S26°52'37"W, a distance of 1,867.79 Feet TO A POINT ON THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED TO THE CITY OF FORT COLLINS RECORDED APRIL 30, 2003 AT RECEPTION NO. 20030057523 (LCCR);

THENCE ALONG SAID NORTH LINE, N89°53'16"W, a distance of 84.00 Feet;
THENCE ALONG THE CENTER LINE OF SAID ROAD RIGHT-OF-WAY RECORDED IN BOOK 654, PAGE 598, N26°52'37"E, a distance of 1,867.76 Feet TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13;
THENCE ALONG SAID NORTH LINE, S89°54'11 "E, a distance of 84.01 Feet to the POINT OF BEGINNING.

Containing 140,083 Square Feet (**3.2159 Acres**), more or less, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR THAT NOW EXIST ON THE GROUND.

The net area to be conveyed is approximately **17.2 Acres** (20.416-3.2159 = 17.2001).

Exhibit B to Exhibit G – Property Depiction

Depiction of the Highway right of way (ROW) to be conveyed by Bargain and Sale Deed

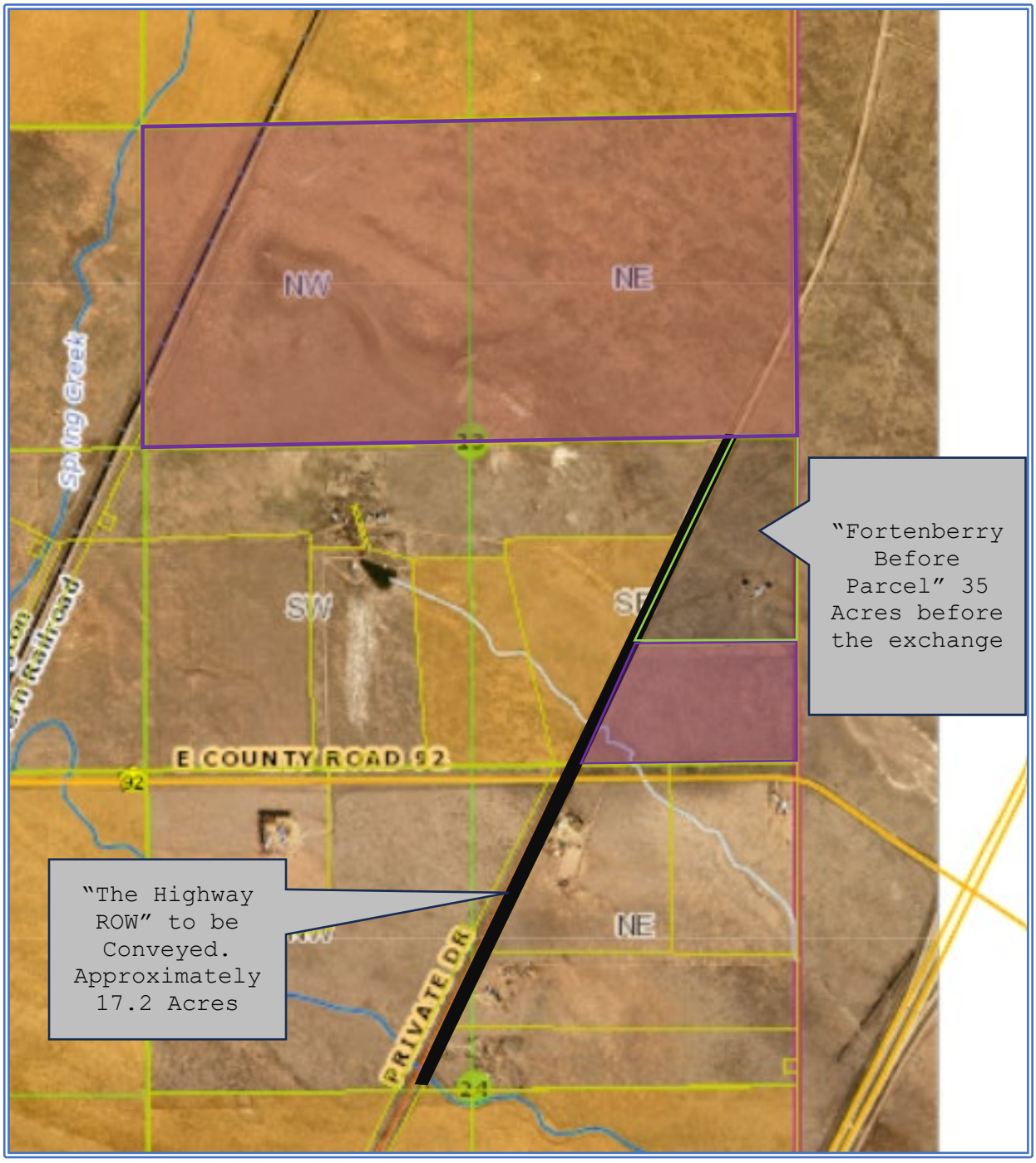


Exhibit H

Form of Easement –City of Fort Collins to Scott A. Fortenberry and Christine J. Fortenberry

EXCLUSIVE APPURTENANT ACCESS EASEMENT

Grantor: City of Fort Collins, Colorado, a municipal corporation
Grantor Signing Authority and Title: Emily Francis, Mayor
Grantee Mailing Address: P.O. Box 580, Fort Collins, Colorado 80522

Grantee: Scott A. Fortenberry and Christine J. Fortenberry
Grantee Signing Authority and Title: Scott A. Fortenberry and Christine J. Fortenberry
Grantee Mailing Address: 6808 E County Road 92, Carr, CO 80612

Effective Date: Date of mutual execution

Consideration: Ten (10) dollars and other good and valuable consideration

Exhibit A-Burdened Property Legal Description: 1 page
Exhibit B- Appurtenant Property Legal Description: 1 page
Exhibit C – Easement Legal Description: 1 Page
Exhibit D – Easement Area Depiction: 1 Page

This **EXCLUSIVE APPURTENANT ACCESS EASEMENT** is made on the Effective Date between Grantor and Grantee.

This **EXCLUSIVE APPURTENANT ACCESS EASEMENT WITH TERMS AND CONDITIONS** (the "Easement") is made andentered into on the Effective Date by and between Grantor and Grantee.

1. Grantor's Property. Grantor is the owner of that certain parcel of real property located in Larimer County, Colorado, which is legally described on **Exhibit A** (the "Burdened Property").

2. Grantee's Property. Grante is the owner of that certain parcel of real property located in Larimer County, Colorado, which is legally described on **Exhibit B** (the "Appurtenant Property"). The grant of this Exclusive Access Easement is appurtenant to and for the benefit of the Grantee's property and this easement shall run with the Grantee's property.

3. Grant of Easement – Consideration. For and in consideration of the covenants and agreements herein set forth, the sum of the Consideration and other good and valuable consideration, the receipt and adequacy of which Grantor acknowledges, Grantor grants, sells, and conveys to Grantee, its successors and assigns, a perpetual, exclusive easement (the "Easement") on, over, under, and across the Property as described more fully on **Exhibit C**, (the "Easement Area"), and generally depicted on **Exhibit D**, if applicable, subject to the conditions and

restrictions set forth below. The Easement includes the right of vehicular and pedestrian ingress and egress to the Easement Area, and the right to install, maintain, and use gates in all fences that cross the Easement Area now or in the future.

4. Purpose and Use of Easement. Grantee may use the Easement to install, access, operate, maintain, repair, reconstruct, relocate, improve, enlarge, replace, inspect, and remove, at any time and from time to time, the Easement Improvements, and for the temporary storage and staging of materials and equipment. Grantor further grants to Grantee:

- The right of ingress to and egress from the Easement Area over and across Grantor's Property by means of any roads and lanes thereon, or as otherwise agreed in writing by Grantor;
- The right to mark the location of the Easement Area by suitable markers set in the ground;
- The right to install temporary fencing and gates for security and safety purposes during construction activities;
- The right of exclusive use by the Grantee to include the right to exclude entry by the Grantor and any third parties, to the extent allowed by law; and

After initial installation of the Improvements, if Grantee wishes to relocate or replace the Improvements with any other number or type of similar improvements, either in the original location or at any alternate location or locations within the Easement Area, such improvements must be generally consistent with the intended purposes of the Easement, and Grantee must give Grantor advance notice of any change in the type, number or location of improvements and cannot proceed until Grantor has provided its written consent, which shall not be unreasonably withheld or delayed.

5. Maintenance of the Easement Area.

A. Grantee will maintain the surface of the Easement Area (except for the Easement Improvements) in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements.

B. Grantee will not deposit, or permit, or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on the Easement Area.

6. Representations of Grantor. Grantor makes no representations or warranties as to lawful ownership of Grantor's Property.

7. Recordation. Grantor will record this Easement in the records of the Larimer County Clerk and Recorder and furnish evidence of such recording to Grantee.

8. Indemnity and Insurance.

A. Grantee agrees to release and, unless Grantee is a governmental entity, indemnify Grantor, its officers, agents, employees, representatives, successors and assigns from and against all claims that may accrue to Grantee for personal injury, death or property damage resulting from or arising out of Grantee's use of the Easement Area or other activities on Grantor's Property. To the extent permitted by law, and without waiving any of the provision so the Colorado Governmental Immunity Act, Grantee assumes responsibility, as between Grantor and Grantee, for any liability to third parties arising out of Grantee's use of the Easement Area or other activities on Grantor's property, including but not limited to the construction, installation, operation, repair, and maintenance of improvements within the Easement Area, and for any actions or omissions by Grantee in violation of this Easement.

B. Grantee shall procure, pay for, and keep in full force and effect during the term of this Easement a comprehensive policy of general liability insurance covering the Improvements and insuring Grantee in an amount not less than One Million dollars ($1,000,000.00) covering bodily injury, including death to persons, personal injury, and property damage liability arising out of a single occurrence. Such coverage must include, without limitation, the insured's liability for property damage, bodily injuries, and death of persons in connection with Grantee's activities in the Easement Area or on Grantor's Property, the operation, maintenance, or use of the Improvements (including acts or omissions of Grantee or of its officers, employees, or agents), and protection against liability for non-owned and hired automobiles. Such coverage must also include coverage for such other risks as are customarily required by private institutional mortgage lenders with regard to property similar in construction, location, and use as the Improvements. All policies of insurance required hereunder must name Grantor as an additional insured and shall contain a provision that the policy or policies cannot be canceled or materially altered either by the insured or the insurance company until fifteen (15) days' prior written notice thereof is given to Grantor. Upon issuance or renewal of any such insurance policy, Grantee shall furnish a certificate of insurance to Grantor. In the event Grantee fails or neglects to maintain, or require its contractor to procure and maintain, as applicable, the insurance required by this paragraph, then Grantor shall have the right, upon giving Grantee reasonable notice of its election to do so, to take out and maintain such insurance at the expense of Grantee, and in such event the cost of such insurance shall be paid for by Grantee promptly upon receipt of an invoice covering such charges.

9. Notices. Any notice or other communication relating to this Easement must be in writing and shall be deemed given (i) when delivered personally, or (ii) on the first business day which is three (3) days following mailing by certified mail, return receipt requested and postage prepaid, or (iii) the next business day after sending by a nationally recognized overnight delivery service, and addressed to the party at its respective address on the first page of this Easement.

10. Default, Remedies and Litigation Expenses. If a party to this Easement is in default in performance of its respective obligations hereunder, the other party has the right to an action for specific performance or damages or both. Prior to proceeding with any such action, the party not in default must first send written notice to the defaulting party specifying the default and affording such party a reasonable period to cure the default. In the event a party defaults in any of its covenants or obligations and the party not in default commences and substantially prevails in any legal or equitable action against the defaulting party, the defaulting party expressly agrees to pay all reasonable expenses of the litigation, including a reasonable sum for attorneys' fees or similar costs of legal representation.

11. Assignment. Grantee may not assign its rights under this Easement without the prior written consent of Grantor.

12. Additional Terms and Conditions. Whenever used herein, the singular number includes the plural, the plural the singular, and the use of any gender is applicable to all genders. All the covenants herein contained are binding upon and inure to the benefit of the parties hereto, their personal representatives, successors, and assigns. This Easement is to be construed and enforced according to the laws of Colorado, and venue in any proceeding related to this Easement shall be in Larimer County, Colorado. If any term of this Easement is determined by any court to be unenforceable, the other terms of this Easement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Easement as may be necessary to restore the parties as closelyas possible to the initially agreed upon relative rights and obligations.

13. Authority. Each person executing this Easement represents and warrants that he or she is dulyauthorized to execute this Easement in his or her individual or representative capacity as indicated.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written below.

GRANTOR:

THE CITY OF FORT COLLINS
a Colorado municipal corporation

By:___**Exhibit not for Signature**
Emily Francis, Mayor

_____
Date

ATTEST:

Exhibit not for Signature
(Signature)

_____
(Name)

_____
(Title)

APPROVED AS TO FORM:

Exhibit not for Signature
Assistant City Attorney

_____
(Print Name)

ACCEPTED BY GRANTEE:

GRANTEE:

Scott A. Fortenberry and Christine J. Fortenberry

_____ **Exhibit not for Signature**
Date Scott A. Fortenberry

_____ **Exhibit not for Signature**
Date Christine J. Fortenberry

STATE OF COLORADO)
)
COUNTY OF_____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026,
By **Scott A. Fortenberry and Christine J. Fortenberry**.

Witness my hand and official seal.

My Commission expires:

_____
Notary Public

Exhibit A to Exhibit H – Burdended Property Legal Description

That portion of the Southeast Quarter of Section 13, Township 11 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, more particularly described as follows: Considering the South line of said Southeast Quarter, as monumented by a Larimer County Survey Monument at the South Quarter corner and at the Southeast corner of said Section, to bear South 89°53'23" East with all bearings contained herein, relative thereto, BEGINNING at the South Quarter corner of said Section; thence along the South line of said Southeast Quarter South 89°53'23" East 831.73 feet to the

Southeast corner of that certain parcel described in Book 2171 at Page 1131, said point being the TRUE POINT OF BEGINNING, said point being described therein as being on the centerline of old U.S. Highway 87; thence along the Easterly line of said parcel North 26°52'43" East 1084.83 feet; thence South 89°53'23" East 1331.62 feet to the East line of said Southeast Quarter; thence along said East line South 00°19'42" West 968.58 feet to the Southeast corner of said Section; thence along the South line of said Southeast Quarter North 89°53'23" West 1816.52 feet more or less to the TRUE POINT OF BEGINNING, County of Larimer, State of Colorado

Exhibit B to Exhibit H – Appurtenant Property Legal Description

That portion of the Southeast Quarter of Section 13, Township 11 North, Range 68 West of the 6th P. M., County of Larimer, State of Colorado, more particularly described as follows:

Considering the South line of said Southeast Quarter, as monumented by a Larimer County Survey Monument at the South Quarter corner and at the Southeast corner of said Section, to bear South 89 degrees 53 minutes 23 seconds East with all bearings contained herein relative thereto.

Beginning at the South Quarter corner of said Section;
thence along the South line of said Southeast Quarter South 89 degrees 53 minutes 23 seconds East 831.73 feet to the Southeast corner of that certain parcel described in Book 2171 at Page 1131, said point being described therein as being on the centerline of old U. S. Highway 87;
thence along the Easterly line of said parcel North 26 degrees 52 minutes 43 seconds East 1084.83 feet to the TRUE POINT OF BEGINNING,
thence continuing along said Easterly line North 26 degrees 52 minutes 43 seconds East 1867.86 feet to the East-West centerline of said Section;
thence along said Centerline South 89 degrees 54 minutes 02 seconds East 496.71 feet to the East Quarter corner of said Section;
thence along the East line of said Southeast Quarter South 00 degrees 19 minutes 42 seconds West 1667.80 feet;
thence North 89 degrees 53 minutes 23 seconds West 1331.62 feet more or less to the TRUE POINT OF BEGINNING.

County of Larimer, State of Colorado.

Exhibit A to Exhibit H – Easement Legal Description

DESCRIPTION OF AN EASEMENT TO BE CONVEYED BY THE CITY OF FORT COLLINS

A 40' WIDE STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 68 WEST OF THE SIXTH P.M.; COUNTY OF LARIMER, STATE OF COLORADO; BEING LOCATED WITHIN THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED APRIL 30, 2003 AT RECEPTION NO. 20030057523 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER (LCCR); AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 13, AND CONSIDERING THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13 TO BEAR N89°53'23"W AS SHOWN ON THE LAND SURVEY PLAT RECORDED AT RECEPTION NO. 20250030115 (LCCR), SAID LINE BEING MONUMENTED ON ITS EAST END BY A NO. 6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED LS 14823, AND ON ITS WEST END BY A NO. 6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED LS 29413, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG SAID SOUTH LINE, N89°53'23"W, A DISTANCE OF 866.26 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTH LINE, N89°53'23"W, A DISTANCE OF 41.92 FEET;
THENCE N17°30'28"E, A DISTANCE OF 1,014.91 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT DESCRIBED AT RECEPTION NO. 20030057523;
THENCE ALONG SAID NORTH LINE, S89°53'16"E, A DISTANCE OF 41.92 FEET;
THENCE S17°30'28"W, A DISTANCE OF 1,014.91 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 40,596 SQUARE FEET (0.932 ACRES), MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR THAT NOW EXIST ON THE GROUND.

I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME AND IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

JOHN STEVEN VON NIEDA, COLORADO P.L.S. 31169
FOR AND ON BEHALF OF THE CITY OF FORT COLLINS
P.O. BOX 580, FORT COLLINS, CO 80522

Exhibit B to Exhibit H – Easement Depiction

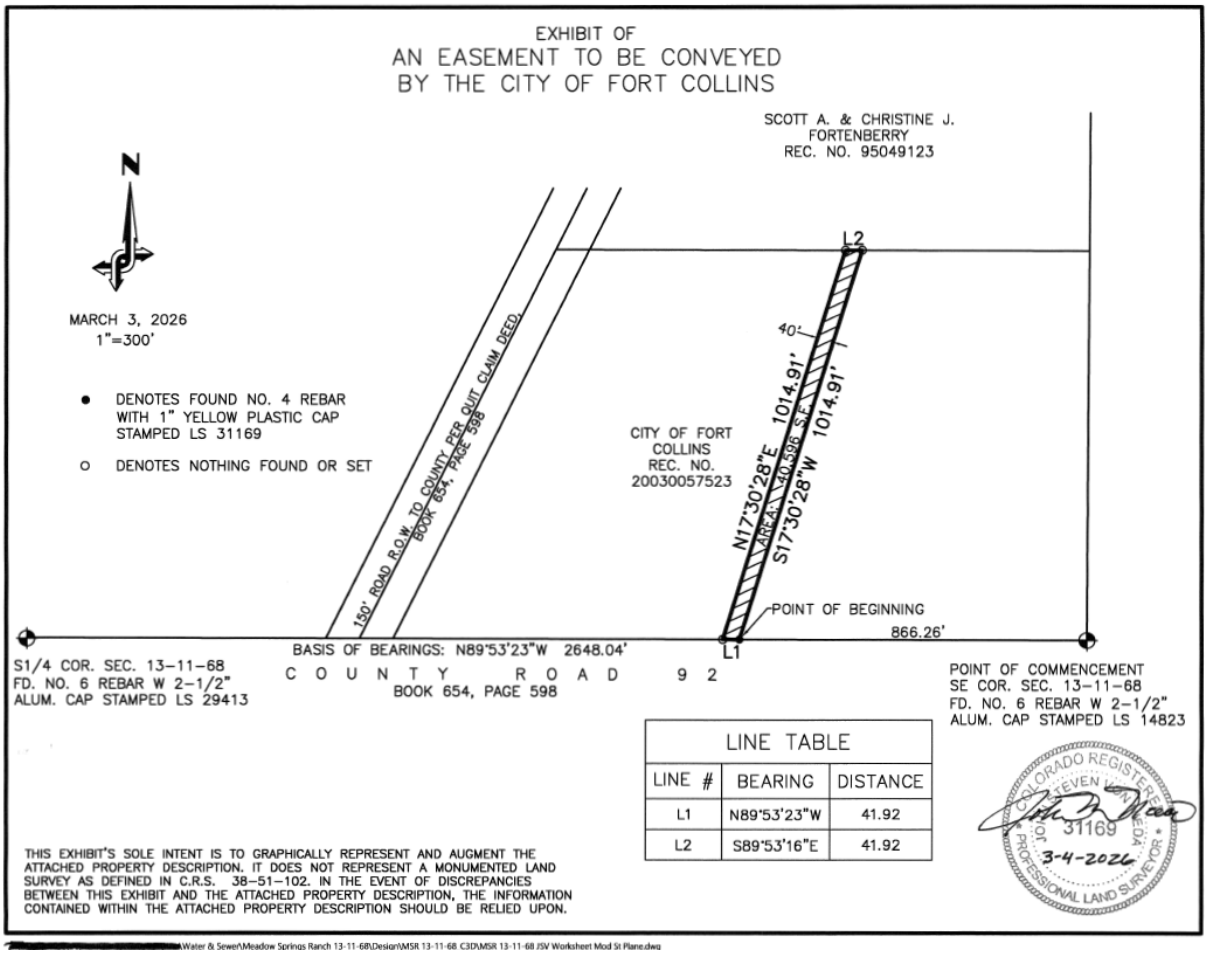


Exhibit I

Form of Deed –City of Fort Collins to Scott A. Fortenberry and Christine J. Fortenberry

SPECIAL WARRANTY DEED

Grantor: City of Fort Collins, Colorado, a municipal corporation
Grantor Signing Authority and Title: Emily Francis, Mayor
Grantee Mailing Address: P.O. Box 580, Fort Collins, Colorado 80522

Grantee: Scott A. Fortenberry and Christine J. Fortenberry
Grantee Signing Authority and Title: Scott A. Fortenberry and Christine J. Fortenberry
Grantee Mailing Address: 6808 E County Road 92, Carr, CO 80612

Effective Date: Date of mutual execution

Consideration: Ten (10) dollars and other good and valuable consideration

Exhibit A-Property Legal Description: 1 page
Exhibit B-Property Depiction: 1 page

This **SPECIAL WARRANTY DEED** is made on the Effective Date between Grantor and Grantee.

W I T N E S S E T H :

That Grantor, for and in consideration of the sum of the Consideration above and other good and valuable consideration to Grantor in hand, paid by Grantee, the receipt and adequacy ofwhich are hereby confessed and acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, convey, and confirm unto Grantee and Grantee'ssuccessors and assigns forever, those certain parcels of real property, together with all improvements, if any, situate, lying, and being in the County of Larimer, State of Colorado, more particularly described on **Exhibit A** and generally depicted on **Exhibit B**, attached hereto and incorporated herein by this reference, which real property shall be hereinafter referred to as the "Property".

TOGETHER with all and singularly the hereditaments and appurtenances thereto belonging, or in any way appertaining, and the reversion and reversions, remainder and

remainders, rents, issues, and profits thereof, and all estate, right, title, interest, claim, and demand whatsoever of Grantor, either in law or equity, of, in or to the Property, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances unto Grantee and its successors and assigns forever. And Grantor, for itself and its personal representatives, successors and assigns, does covenant, grant, bargain, and agree to and with Grantee and its successors and assigns, that at the time of the ensealing and delivery of these presents Grantor is well seized of the Property; has good, sure, perfect, absolute, and indefeasible estate in law, in fee simple; has good right, full power, and lawful authority to grant, bargain, sell, and convey the same in manner and form as aforesaid; that, except as hereinafter provided, the same are free from all former and other grants, bargains, sales, liens, taxes, assessments, and encumbrances of whatever kind or nature whatsoever; and the Grantor shall and will WARRANT AND FOREVER DEFEND the Property in the quiet and peaceable possession of Grantee and Grantee's successors and assigns against all and every person or persons lawfully claiming the whole or any part thereof by, through or under Grantor, subject to all existing easements and rights-of-way in place or of record; any restrictions, reservations, or exceptions contained in any United States or State of Colorado Patents of record; all zoning and other governmental rules and regulations; statutory lien rights resulting from the inclusion of the Property in any special taxing or improvement districts; all oil, gas or other mineral reservations or exceptions of record; and general property taxes, assessments, and charges for the year as dated below by Grantor and all subsequent years.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written below.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written below.

GRANTOR:

THE CITY OF FORT COLLINS
a Colorado municipal corporation

By: **Exhibit not for Signature**
Emily Francis, Mayor

_____
Date

ATTEST:

Exhibit not for Signature
(Signature)

_____
(Name)

_____
(Title)

APPROVED AS TO FORM:

Exhibit not for Signature
Assistant City Attorney

_____
(Print Name)

ACCEPTED BY GRANTEE:

GRANTEE:

Scott A. Fortenberry and Christine J. Fortenberry

_____ **Exhibit not for Signature**
Date Scott A. Fortenberry

_____ **Exhibit not for Signature**
Date Christine J. Fortenberry

STATE OF COLORADO)
)
COUNTY OF_____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026,
By **Scott A. Fortenberry and Christine J. Fortenberry**.

Witness my hand and official seal.

My Commission expires:

_____
Notary Public

Exhibit A to Exhibit I – Legal Description

DESCRIPTION OF A TRACT OF LAND TO BE CONVEYED BY THE CITY OF FORT COLLINS

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 68 WEST OF THE SIXTH P.M.; COUNTY OF LARIMER, STATE OF COLORADO; BEING LOCATED WITHIN THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED FEBRUARY 13, 1991 AT RECEPTION NO. 91006161 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER (LCCR); AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 13, AND CONSIDERING THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 13 TO BEAR N89°54'11"W AS SHOWN ON THE LAND SURVEY PLAT RECORDED AT RECEPTION NO. 20250030115 (LCCR), SAID LINE BEING MONUMENTED ON BOTH ENDS BY A 2-1/2" ALUMINUM PIPE WITH A 3-1/4" ALUMINUM CAP STAMPED LS 10855, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

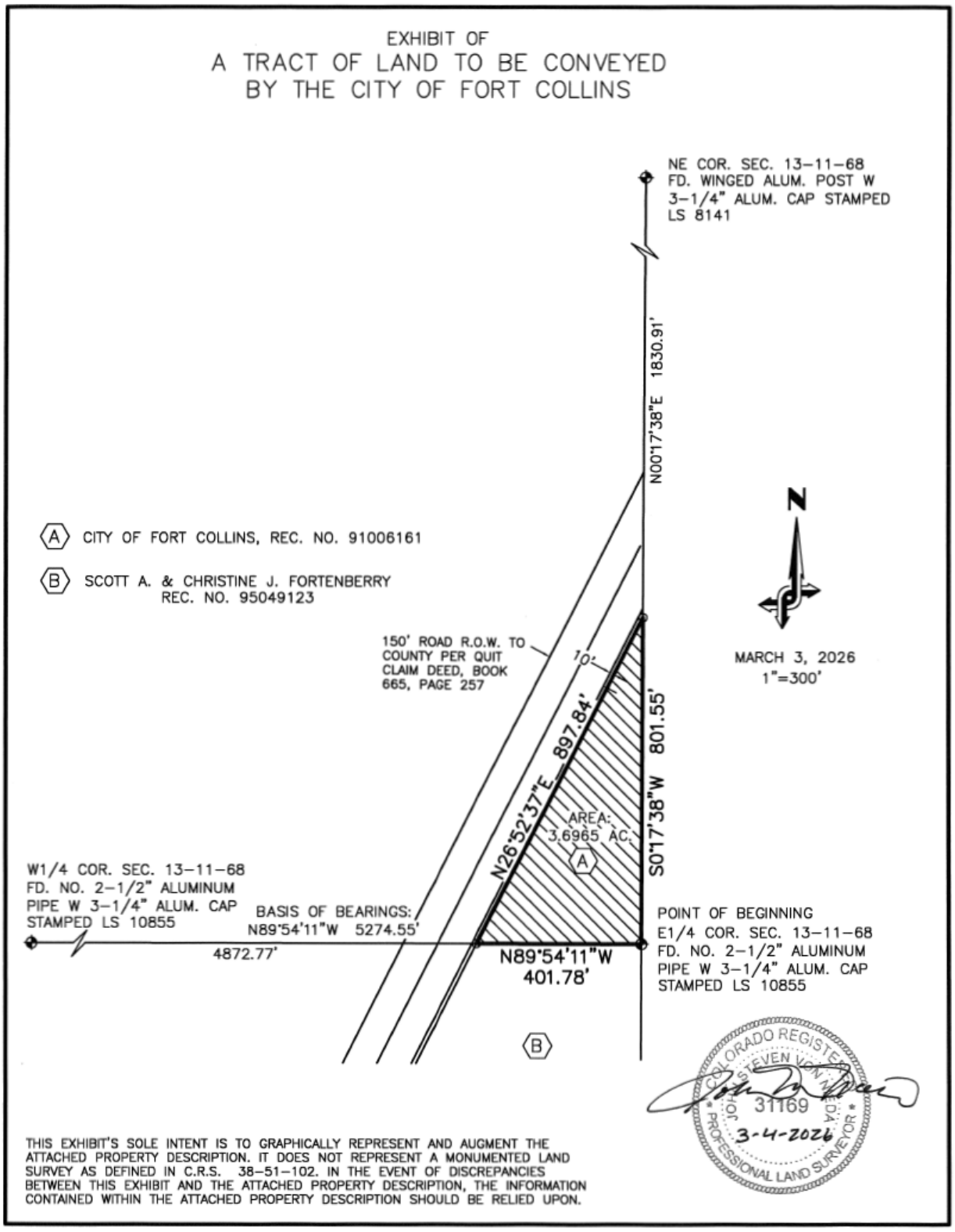
THENCE ALONG SAID SOUTH LINE, N89°54'11"W, A DISTANCE OF 401.78 FEET; THENCE ALONG A LINE PARALLEL WITH AND 10.00 FEET (AS MEASURED AT RIGHT ANGLES) EASTERLY OF THE EASTERLY BOUNDARY OF THE ROAD RIGHT-OF-WAY CONVEYED TO LARIMER COUNTY BY QUIT CLAIM DEED RECORDED IN BOOK 665, PAGE 257 (LCCR), N26°52'37"E, A DISTANCE OF 897.84 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 13; THENCE ALONG SAID EAST LINE, S00°17'38"W, A DISTANCE OF 801.55 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 161,023 SQUARE FEET (3.6965 ACRES), MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR THAT NOW EXIST ON THE GROUND.

I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME AND IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

JOHN STEVEN VON NIEDA, COLORADO P.L.S. 31169
FOR AND ON BEHALF OF THE CITY OF FORT COLLINS
P.O. BOX 580, FORT COLLINS, CO 80522

Exhibit B to Exhibit I – Property Depiction



File Attachments for Item:

19. Resolution 2026-077 Authorizing the Assignment of the City's 2026 Private Activity Bond Allocation to Housing Catalyst and the Colorado Housing and Finance Authority to Finance the Rehabilitation and Construction of Affordable Housing Units.

The purpose of this item is to support the rehabilitation of Country Ranch Apartments and new construction of Bristlecone Affordable, both affordable rental housing in the City, by assigning half the City's 2026 Allocation of Private Activity Bond (PAB) capacity to qualified issuers for each project. PAB capacity is required for development projects using 4% Low-Income Housing Tax Credit financing.

June 16, 2026

AGENDA ITEM SUMMARY

City Council

STAFF

Sue Beck-Ferkiss, Social Policy and Housing Programs Manager
Vanessa Fenley, Senior Housing Manager

SUBJECT

Resolution 2026-077 Authorizing the Assignment of the City's 2026 Private Activity Bond Allocation to Housing Catalyst and the Colorado Housing and Finance Authority to Finance the Rehabilitation and Construction of Affordable Housing Units.

EXECUTIVE SUMMARY

The purpose of this item is to support the rehabilitation of Country Ranch Apartments and new construction of Bristlecone Affordable, both affordable rental housing in the City, by assigning half the City's 2026 Allocation of Private Activity Bond (PAB) capacity to qualified issuers for each project. PAB capacity is required for development projects using 4% Low-Income Housing Tax Credit financing.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

Background and history: The State of Colorado Private Activity Bond (PAB) allocation program is established by the Colorado Private Activity Bond Ceiling Allocation Act, Colorado Revised Statutes Section 24-32-1701, et seq., (the Allocation Act). PABs are tax-exempt bonds that can be issued by eligible authorities. The City has bonding authority but prefers to assign the PAB allocation and not to be a bond issuer. Once allocated to another bond issuer, the PAB capacity can be carried over for up to three (3) years. Often PAB capacity must be built up over several years to meet the needs of the local pipeline of projects. Both Housing Catalyst and the Colorado Housing and Finance Authority are eligible issuers.

The proceeds of the sale of the bonds must be used for specific purposes as determined by the federal Internal Revenue Service. Permitted purposes include, but are not limited to, affordable housing development and rehabilitation, which is the City's prioritized use. Historically, the City has also used PAB financing for economic and industrial development purposes.

In 2026, the total PAB capacity amount available statewide is $811,695,735. Fifty percent of the state ceiling is allocated directly to statewide authorities, and the other half is allocated directly to local governments based on population size. The City has been notified that, pursuant to Section 24-32-1706 of the Allocation Act, its allocation from the state for 2026 is $11,748,935 **(Attachment 1).**

PAB capacity is merely the authority to take on tax exempt debt and is not an allocation of funding. The City will not incur debt by assigning this allocation and this will not affect the City's credit rating. If a local government does not issue bonds or assign the bond cap to an eligible entity for a local project or projects

by September 15 annually, the City allocation automatically reverts to the State's pool of available bond capacity.

The Colorado Housing and Finance Authority (CHFA) offers a 4% Low Income Tax Credit Program which is a financing mechanism for the development and rehabilitation of affordable housing. CHFA requires these types of financing deals to include private activity bonds. Historically, Fort Collins had assigned its annual allocation on a first-come, first-served basis. From 2009 through 2012, the Fort Collins' allocation was not used locally and therefore reverted to the State's pool of available bond capacity. Since 2013, the City has assigned its full allocation to Housing Catalyst (the Fort Collins Housing Authority) and/or to CHFA for the rehabilitation or construction of affordable rental housing units within City limits. Both of these entities are qualified bond issuers.

Application process: In 2018, the City implemented an application process for requesting the City's annual allocation of PAB. The guidelines are set forth in the City's General Financial Policies. Applications are due annually by March 15 and are reviewed by the City PAB Committee, made up of staff from Economic Health, Financial Services and Housing and Community Vitality. The policy states that the following factors be considered when making a recommendation for allocating PAB capacity:

- How well the project meets the land use, economic development and/or affordable housing goals of the City;
- Project feasibility and timing;
- Leverage of other investment into the project;
- Maintenance of or increase in local tax base;
- Competing uses for the City's allocation;
- Whether the City's allocation should be used in multiple projects; and
- Whether the application should be considered by any City board or commission.

Current requests: This year the City received two (2) requests **(attached)** each for half the available PAB capacity which are summarized as follows:

Applicants	Project	Location	Amount requested
April Housing	Country Ranch Apartments	Fort Collins	$5,874,467.50
Featherstone/Hendricks	Bristlecone Affordable	Fort Collins	$5,874,467.50
Total Requests			**$11,748,935**
Available PAB Cap			$11,748,935

April Housing seeks half the City's 2026 PAB allocation for the rehabilitation of 118 apartment homes at Country Ranch Apartments located at 2921 Timberwood Drive. See Location Map attached. These one and two-bedroom apartments serve households with incomes at 60% area median income (AMI). April Housing plans to use Housing Catalyst as the issuer for these bonds.

The other request from Featherstone Development and Hendricks Communities is also for half the City's 2026 PAB allocation. It is for new construction of Bristlecone Affordable which will be approximately 126

apartment homes for households earning between 50 and 70% AMI. It will be located on the south side of Bristlecone Drive in the North College Neighborhood. See Location Map attached. This project plans to use CHFA to issue bonds. CHFA will issue the bonds to MJT Properties, Inc.

Both projects intend to apply for 4% tax credits in 2026.

City PAB Committee's considerations

The City's PAB Committee, made up of staff representatives from Economic Health, Financial Services, and Housing and Community Vitality departments, met and considered the following:

- The Committee decided that local projects are a City priority.
- The Committee considered using the 2026 allocation in multiple projects.
- The Committee considered project feasibility and timing.
- The Committee considered the completeness of the information provided.
- Lastly, the Committee decided to bring recommendations to the Affordable Housing Board for a recommendation.

City PAB Committee's Recommendations

Since both applications were complete and for local projects, the PAB Committee recommends approving both applications and providing half the 2026 PAB allocation to each project (see Applicant Award Letter attached).

Council must adopt a resolution assigning the 2026 PAB Allocation to Housing Catalyst and CHFA to allow issuance of bonds for these qualifying projects. Additionally, the City will enter into Assignment of Allocation Agreements with the issuers to complete the transaction.

CITY FINANCIAL IMPACTS

The City will not issue Private Activity Bonds and the bonds will not be the obligations of the City. The debt service on the bonds will be repaid from revenue generated by the housing developments and does not constitute a debt of the City. This action will not affect the City's credit rating. The renovation project and the new construction project will require goods and labor which will benefit the local economy.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The Affordable Housing Board considered this request at its May 7, 2026, meeting and supports the PAB Committee's recommendation.

PUBLIC OUTREACH

The Affordable Housing Board heard this matter at their hybrid May 7, 2026, meeting which was open to the public. The process to request PAB capacity is detailed in the guidelines set forth in the City's General Financial Policies.

ATTACHMENTS

1. City Allocation Letter
2. April Housing Request
3. Featherstone/Hendricks Request
4. Country Ranch Location Map
5. Bristlecone Affordable Location Map
6. Applicant Award Letter

7. Affordable Housing Board Meeting Minutes, May 7, 2026 (draft)
8. Presentation
9. Resolution 2026-077

COLORADO
Department of Local Affairs
Division of Housing

February 09, 2026

Bonnie Dennis
Deputy CFO/Controller
City of Fort Collins

Re: Private Activity Bond Allocation of $11,748,935

Dear Bonnie Dennis:

I hereby certify that the above amount will be allocated to the respective local government for the purpose of issuing Private Activity Bonds (PAB) in 2026 under the state ceiling imposed by the Internal Revenue Code of 1986, as amended.

In accordance with the provisions of C.R.S. 24-32-1709.5, a fee on bonds issued is due to DOLA for the portion of each issuance that originated from a direct allocation. The amount of this fee is subject to revision, but is currently 0.027% of bonds issued. This fee is also due within five working days of the bond closing. In the event that the full allocation amount is not issued, or the fee rate changes, the fee will be recalculated to reflect the actual amount issued and the rate in effect at the time of closing.

If you have any questions, please contact Lisa Blakeney (720) 557-2112 or dola_pab@state.co.us.

Sincerely,

Maria De Cambra
Executive Director

April Housing

March 16, 2026

Ms. Susan Beck-Ferkiss
Social Policy & Housing Programs Manager
222 Laporte Ave.
Fort Collins, CO 80521
Office: 970-221-6753
sbeckferkiss@fortcollins.gov

RE: COUNTRY RANCH APARTMENTS – 2921 TIMBERWOOD DRIVE – PRIVATE ACTIVITY BOND APPLICATION

Dear Ms. Susan Beck-Ferkiss,

April Housing would like to submit a request for Private Activity Bonds (PAB) for our Country Ranch Apartment community located within the City of Fort Collins. Please accept this letter as our formal application request for the below bond cap.

- 2026 REQUESTED BOND ALLOCATION: $5,716,533.50

- Applicant Contact Information
  AH LIHTC Applicant LLC
  Joseph Baclit
  300 S. Grand Avenue, 2nd Floor, Los Angeles, CA 90071
  Office: 909-908-7290
  jbaclit@AprilHousing.com

- Bond Council
  Gilmore Bell
  Jacob Carlton
  15 West South Temple, Suite 1400
  Salt Lake City, Utah 84101
  Main: (801-364-5080

April Housing's Colorado portfolio spans ten (10) counties across twenty-one (21) communities. On average our portfolio is comprised of assets built in the early 2000s and have been in operation for approximately twenty-five (25) years. The most recently built assets listed (2021-24) have been in operation for an average of 2-years which are part of our recently acquired Inland Portfolio. Please refer to Attachment 1 for detailed list of our Colorado Portfolio Properties.

AH LIHTC Applicant LLC (the Applicant) has been in operation for three (3)-years. Closer to Closing, April will create project specific entities which will acquire the Property. The resyndication of Country Ranch Apartments is in alignment with Fort Collins' objectives as it will successfully preserve the assets' affordability for the next thirty (30) years. Please refer to Attachment 2 for AH LIHTC Applicant LLC's Certificate of Good Standing from the Secretary of State's Office.

Through this allocation bond request, April Housing will preserve the affordability of one-hundred and eighteen (118) units of affordable housing currently at 60% of the Areas Median Income (AMI). Country Ranch Apartments serves a large family population in accordance with the Tax Credit Allocation Committee (TCAC) definition providing fifty-two (52) one-bedrooms and sixty-six (66) two-bedrooms.

Included here as attachment 3 is a statement from our Bond Counsel supporting the project's eligibility for the qualified private activity bonds. April Housing plans to partner with Colorado's Housing Financing Agency (CHFA) for the issuance of bonds and will apply to them for the balance of bonds needed.

Bond Issuer
Colorado Housing Financing Agency (CHFA)
1981 Blake Street
Denver, Colorado 80202
800-877-2432

Thank you for considering April Housing's Country Ranch Apartment community. Please contact me at jbaclit@AprilHousing.com or at 909-908-7290 for more information or any questions.

Sincerely,

Joseph Baclit
VP Resyndication Project Manager
300 S. Grand Avenue, 2nd Floor
Los Angeles, CA 90071
Mobile: 909-908-7290
jbaclit@AprilHousing.com

Attachment 1

#	Community	Address	City	County	Units	Population	Built	LURA Exp
1	Reserve at Sterling Park	4242 Bromley Lane	Brighton	Adams	128	Family	2003	2033
2	Reserve at South Creek	15611 E. Jamison Drive	Dove Valley*	Arapahoe	168	Family	2001	2030
3	Centennial East I	14406 E. Fremont Avenue	Dove Valley*	Arapahoe	160	Family	2000	2032
4	Centennial East II	14406 E. Fremont Avenue	Dove Valley*	Arapahoe	80	Family	2001	2041
5	Cloverbasin Village I	630 S Peck Drive	Longmont	Boulder	176	Family	2000	2029
6	Cloverbasin Village II	630 S Peck Drive	Longmont	Boulder	162	Family	2002	2047
7	Cloverbasin Village III	630 S Peck Drive	Longmont	Boulder	84	Family	2001	2041
8	Pines at Castle Rock I	2220 Castlegate Dr. North	Castle Rock	Douglas	248	Family	1997	2026
9	Pines at Castle Rock II	2220 Castlegate Dr. North	Castle Rock	Douglas	248	Family	1998	2028
10	Pines at Castle Rock III	2220 Castlegate Dr. North	Castle Rock	Douglas	134	Family	2000	2019
11	Reserve at Castle Highland	1040 Highland Vista Avenue	Castle Rock	Douglas	200	Family	2002	2032
12	Gold Mountain Village	440 Powder Run Drive	Central City	Gilpin	168	Family	1999	2029
13	Buffalo Run	1245 East Lincoln Avenue	Fort Collins	Larimer	144	Family	1999	2028
14	Bull Run	820 Merganser Drive	Fort Collins	Larimer	176	Family	2000	2029
15	Country Ranch	2921 Timberwood Drive	Fort Collins	Larimer	118	Family	2000	2040
16	Reserve at Centerra	4264 McWhinney Boulevard	Loveland	Larimer	152	Family	2001	2032
17	Waterford Place	795 14th Street SE	Loveland	Larimer	128	Family	2004	2043
18	Whitcomb	1503 Filmore Street	Sterling	Logan	90	Family	1999	2030
19	West Park Village	3770 W 24th Street	Greeley	Weld	192	Family	2003	2033
21	Traditions at Lafayette	2500 S Public Rd	Lafayette	Boulder	133	Family	2021	2051
22	Copper Rose	5860 Fireglow Point	Colorado Springs	El Paso	182	Family	2024	2054
23	Copper Platte	1750 Greeley Mall	Greeley	Weld	224	Family	2024	2054
				Colorado Total:	**3,495**			

*Unincorporated Census Designated Place

Delaware

The First State

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "AH LIHTC APPLICANT LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTEENTH DAY OF MARCH, A.D. 2026.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "AH LIHTC APPLICANT LLC" WAS FORMED ON THE EIGHTH DAY OF AUGUST, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

C. B. Sanchez

Charuni Patibanda-Sanchez, Secretary of State

7613047 8300

Authentication: 203366547

SR# 20261214710

Date: 03-16-26

You may verify this certificate online at corp.delaware.gov/authver.shtml

GILMORE BELL

15 West South Temple, Suite 1450
Salt Lake City, Utah 84101-1531

(801) 364-5080 / (801) 364-5032 FAX / gilmorebell.com

March 16, 2026

Sue Beck-Ferkiss
Fort Collins, Colorado
300 Laporte Avenue
Fort Collins, CO 80521

Re: April Housing request for 2026 Private Activity Bonding Authority from the City of Fort Collins

Dear Ms. Beck-Ferkiss:

We serve as counsel to April Housing. You will receive this letter as part of a package requesting an allocation from Fort Collins, Colorado of its 2026 Private Activity Bond (PAB) cap to April Housing. April Housing, as the developer, intends to use the PAB authority and the proceeds from the issuance of multifamily housing revenue bonds to finance in part the acquisition, rehabilitation and/or construction one or more multifamily housing apartment developments within the City of Fort Collins. The proposed bonds will be classified as private activity bonds issued as exempt facility bonds for qualified residential rental projects under Section 142(a)(7) of the Internal Revenue Code of 1986, as amended, and consequently will require an allocation of volume cap.

Should you have any questions with respect to this financing please feel free to contact us at any time.

Very truly yours,

Gilmore & Bell, P.C.

Gilmore & Bell, P.C.

cc: Marcia Kahnowitz, April Housing

BRISTLECONE AFFORDABLE

126-UNIT PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Application for Local Private Activity Bond Allocation, March 2026

South side of Bristlecone Drive, east of N College Avenue
Fort Collins, Colorado 80524

MJT PROPERTIES, INC.

FEATHERSTONE DEVELOPMENT

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TO: *Fort Collins Housing and Community Vitality Department*
ATTN: *Chad Wright and Sue Beck-Ferkiss*

RE: *Application for Private Activity Bond Allocation and Assignment for* ***BRISTLECONE AFFORDABLE***

This application is a request for consideration for allocation of no less than **$5,716,553** in Private Activity Bonds (PAB) (or approximately one-half of the City of Fort Collins' 2026 direct local allocation) *to be assigned to and issued by Colorado Housing and Finance Authority (CHFA)*, in support the development of "**BRISTLECONE AFFORDABLE**", a planned 126-unit new-construction "family"-targeted 4% LIHTC housing development on the south side of Bristlecone Drive in the North College neighborhood. Currently the Project has no other pending request for PAB.

The 3.7-acre vacant site is one half-block east of North College Avenue, one-fifth of a mile south of Willox Lane (with a full-service King Soopers, other amenity and service retail, and the forthcoming redevelopment of the former Albertson's at 1636 N College), 400 feet from a Route 8 and 81 southbound bus stop, connecting the property to Downtown and the Downtown Transit Center and, from there, the MAX Bus to CSU University and other employment, education and retail. The site is also within a Federal "Qualified Census Tract" entitling a LIHTC development to a 30% boost on its tax credits, and within the boundaries of the North College Urban Renewal Area. The land is currently owned by the estate of the late James Paul Johnson and managed by his son Drake, who has been a great supporter of the Project.

The project plan anticipates approximately 126 units of "Family" 4% LIHTC, with units reserved for households earning between 50% to 70% of Area Median Income and in sizes ranging from studios to three-bedrooms, with 43% of units as larger 2- and 3-bedroom family units. The project has previously undergone a Concept Meeting with CHFA and PDR review with City of Fort Collins (and will be repeating the PDR again in the next month or two), giving us added confidence in our design, *pro forma,* and, critically, in our ability to achieve building permit and project financing based on current plans. Additionally, the project will bring much needed neighborhood roadway and stormwater infrastructure to the North College area, including "completing the grid" by connecting Red Cedar Circle to Bristlecone Drive and by installing 3,055 feet of new or upgraded stormwater pipe, facilitating redevelopment for approximately 23 acres downstream (see page 12). Moreover, the project anticipates a potential partnership with Habitat for Humanity for Habitat to be deeded no-cost land on the east side of Red Cedar Circle extension for a complementary affordable for-sale development.

The Bristlecone Affordable project aligns with City objectives including the City's *Housing Strategic Plan* by delivering 126 rent- and income- restricted units, taking a significant step toward the City's goal of ensuring 10% of its housing stock is affordable by 2040. And by placing those units on a vacant parcel transformed into higher-density residential housing near transit and walkable to service and amenity retail, the development embodies the *City Plan* growth framework prioritizing transit-oriented infill to reduce vehicle miles traveled and support climate action goals. Moreover, the project's affordable units serves a role identified by the URA's *North College Community Investment Plan* by helping reduce displacement for the corridor's vulnerable populations while providing the critical residential density necessary to support the URA's planned Community Hub.

Finally, with an efficient design and an all-in development basis of less than $450,000 per unit (inclusive of $22,000 per unit of neighborhood infrastructure), Bristlecone Affordable is an effective use of Fort Collins' resources to make City PAB stretch further and deliver more. See page 13.

The applicant development team for Bristlecone Affordable is a joint venture between MJT Properties (aka Hendricks Communities) and Denver-based Featherstone Development. Hendricks has delivered more than 1,450 affordable units over the past 30 years, including three projects within Fort Collins. See pages 22 and 23.

We appreciate your consideration.

J Marc Hendricks
Hendricks Communities
marc@hendrickscommuniies.com
303-722-6088

Edward (Ted) Featherstone
Featherstone Development
ted@featherstonere.com
720-507-3720

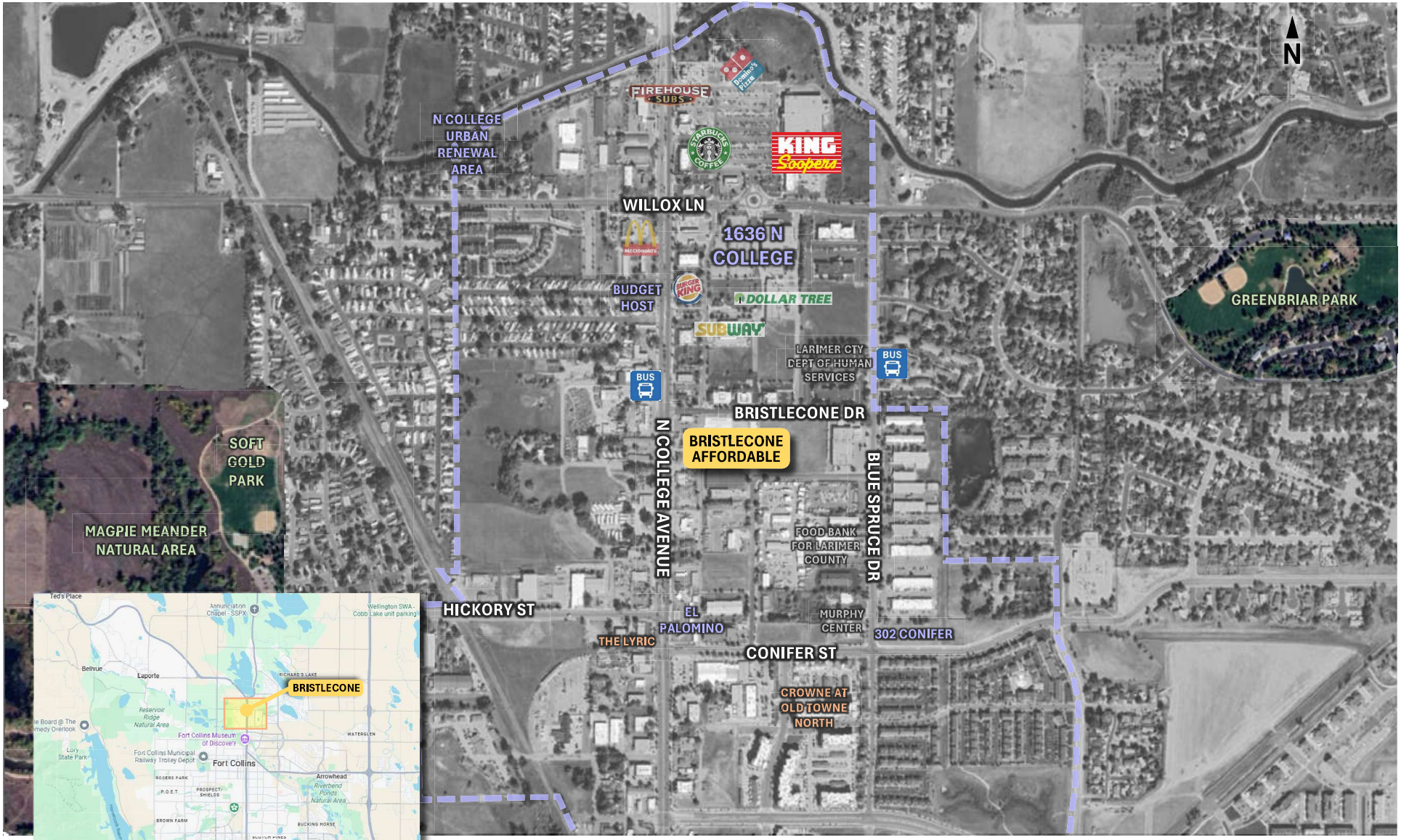
Andrew Olson
Hendricks Communities
andrew@hendrickscommuniies.com
303-351-1775

Cory Kalanick
Taft Law (Bond Counsel)
ckalanick@taftlaw.com
303-299-8373

PROJECT OVERVIEW

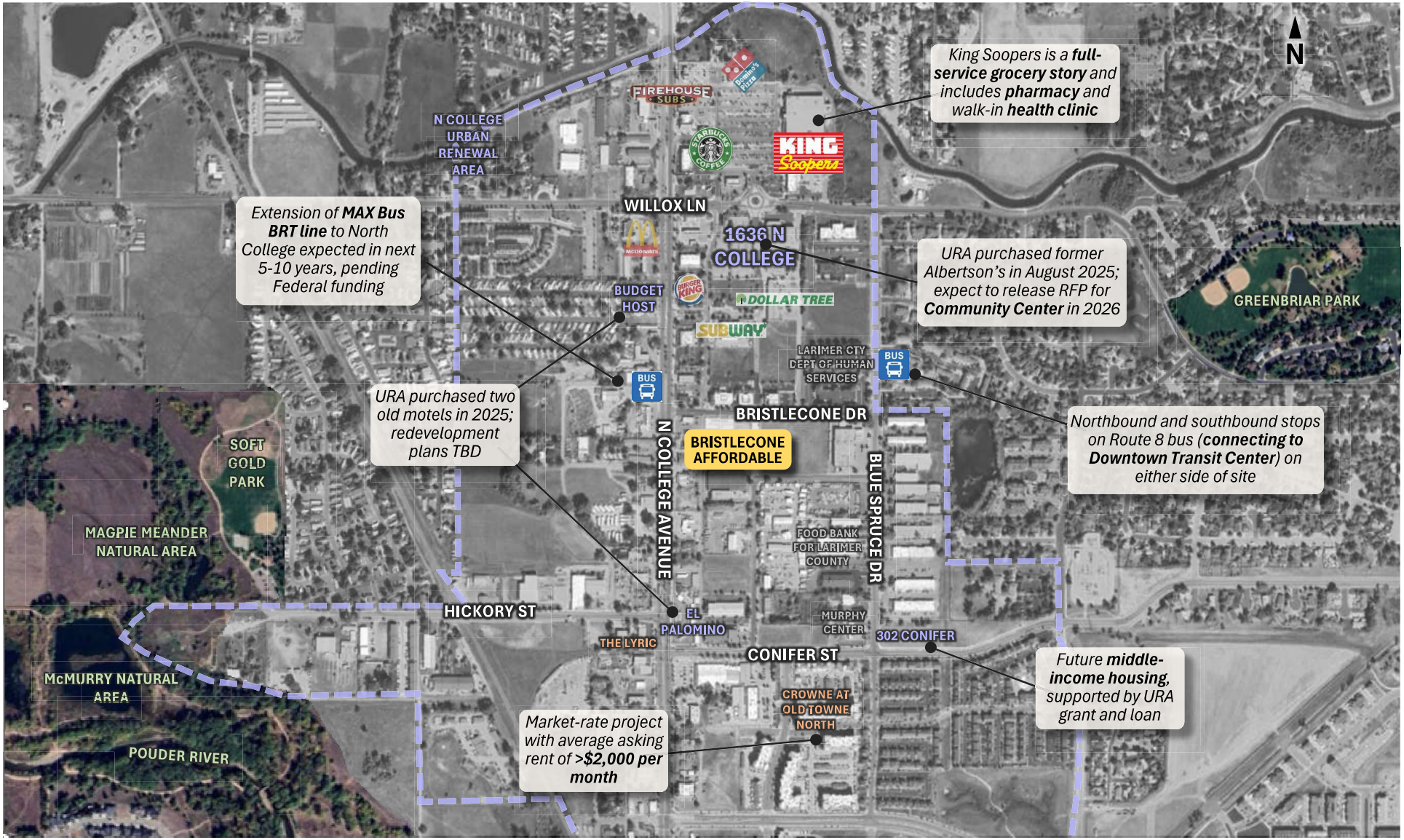
Experienced Colorado-based affordable housing developer MJT Properties (aka Hendricks Communities) ("Hendricks") is partnering with Denver-based Featherstone Development ("Featherstone") on the potential development of **BRISTLECONE AFFORDABLE**, a planned new-construction, 126-unit "family"-targeted 4% Low-Income-Housing Tax Credit ("LIHTC") project in a Qualified Census Tract and Urban Renewal Area on the south side of Bristlecone Drive in North Fort Collins, one half-block east of North College Avenue, one-fifth of a mile south of Willox Lane (with a full-service King Soopers grocery, other amenity and service retail, and the forthcoming redevelopment of the old Albertson's store at 1636 N College), 400 feet from a Route 8 southbound bus stop (and planned future extension of the MAX BRT line), connecting the property to Downtown and the Downtown Transit Center and, from there, connections to CSU University and other employment, education and retail. Approximately 43 percent of the units are expected to be two- and three-bedroom units, and the project will use income-averaging to serve households earning between 50% and 70% AMI, with 45% of units reserved for households earning 50% of AMI or less (see page 17). The property contains additional one-acre of land area for a potential joint venture with Fort Collins Habitat for Humanity or a possible "Phase II" affordable housing development at the property.

ADDRESS	225 Bristlecone Drive (approx.), Fort Collins, CO 80524
SITE AREA	+/- 2.2 Acres (of 3.7 acres total)
PROJECT TYPE	New Construction, Income-Averaging
APARTMENT UNITS	**126 Units** — **822 SF Average** *8 Studios (6%) — 540 SF Average* *64 1 BRs (51%) — 675 SF Average* *46 2 BRs (37%) — 1,010 SF Average* *8 3 BRs (6%) — 1,200 SF Average*
PARKING	> 1:1 ratio, equal to 92 off-street spaces on the west side of Red Cedar, +/- 35 on the east, plus an expected 28 new parallel spaces along the new Red Cedar Circle extension (see page 8)
QCT STATUS	2026 QCT
SUSTAINABILITY	All-electric MEP, 225 kW solar rooftop array, EV charging, bike infrastructure, and proximity to transit
LAND STATUS	Joint venture with landowner (estate of James Paul Johnson)
PAB REQUEST	**No less than $5,716,533**



BRISTLECONE AFFORDABLE

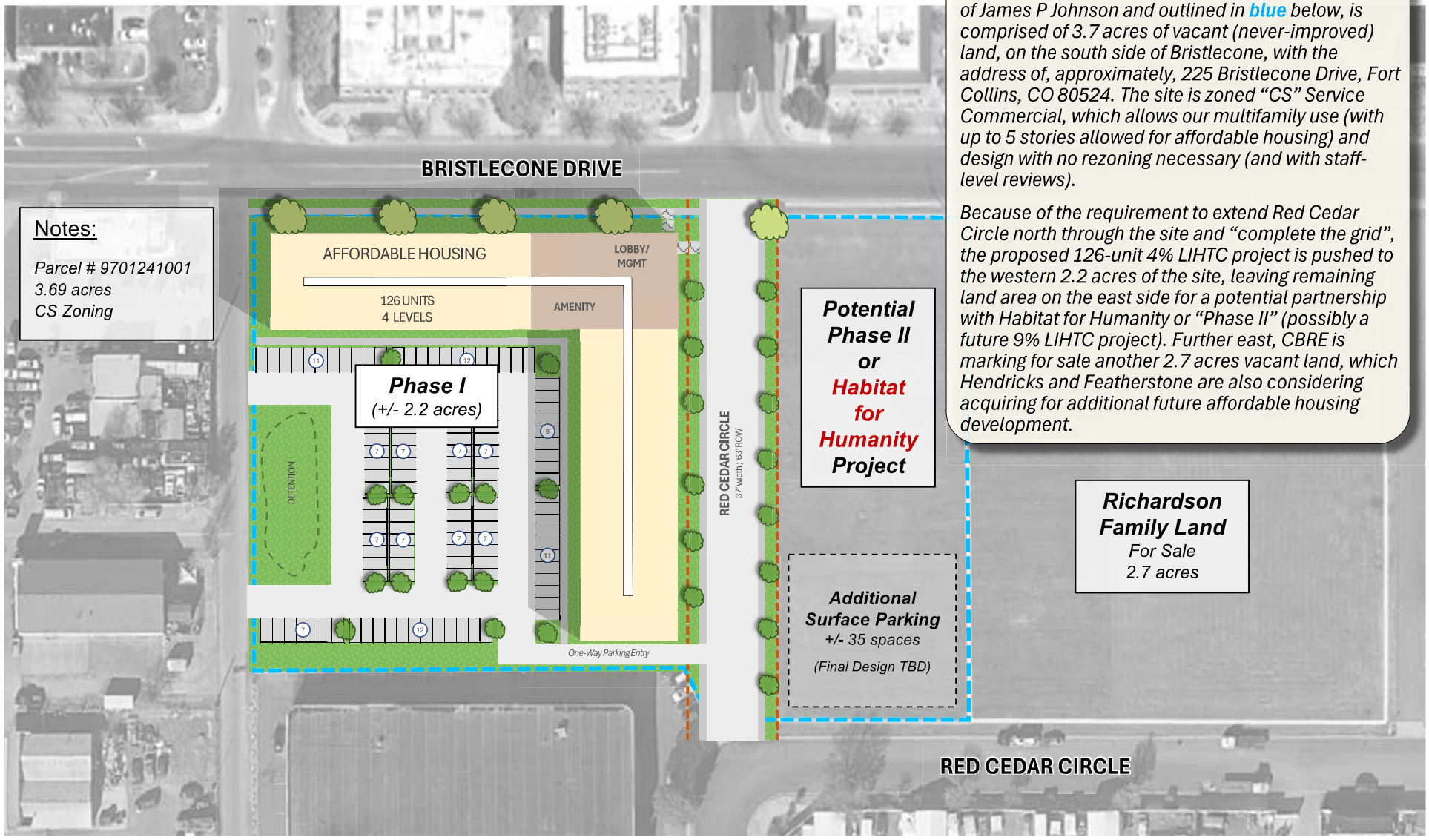
VICINITY MAP



BRISTLECONE AFFORDABLE

NOTES ON VICINITY MAP

DESCRIPTION OF ASSETS TO BE PURCHASED OR CONSTRUCTED



*The site of the project, currently owned by the estate of James P Johnson and outlined in **blue** below, is comprised of 3.7 acres of vacant (never-improved) land, on the south side of Bristlecone, with the address of, approximately, 225 Bristlecone Drive, Fort Collins, CO 80524. The site is zoned "CS" Service Commercial, which allows our multifamily use (with up to 5 stories allowed for affordable housing) and design with no rezoning necessary (and with staff-level reviews).*

Because of the requirement to extend Red Cedar Circle north through the site and "complete the grid", the proposed 126-unit 4% LIHTC project is pushed to the western 2.2 acres of the site, leaving remaining land area on the east side for a potential partnership with Habitat for Humanity or "Phase II" (possibly a future 9% LIHTC project). Further east, CBRE is marking for sale another 2.7 acres vacant land, which Hendricks and Featherstone are also considering acquiring for additional future affordable housing development.

1" = 100'

BRISTLECONE AFFORDABLE

JOHNSON FAMILY LAND

Project Summary

GROSS SITE AREA	3.77 AC	PARKING PROVIDED	92 SP
NET SITE AREA	1.76 AC	PARKING RATIO	0.73 SP / DU
DWELLING UNITS	126 DU		
DENSITY	71.6 DU/AC	CONSTRUCTION TYPE	V-A

UNIT TYPE	SF	#	TOTAL	MIX	LSF	AVG UNIT SF
0A	540	8	8	6.3%	4,320	822
1A	675	64	64	50.8%	43,200	
2A	1008	11	46	36.5%	11,088	
2B	1010	35			35,350	
3A	1200	8	8	6.3%	9,600	
TOTAL		126		100.0%	103,558	

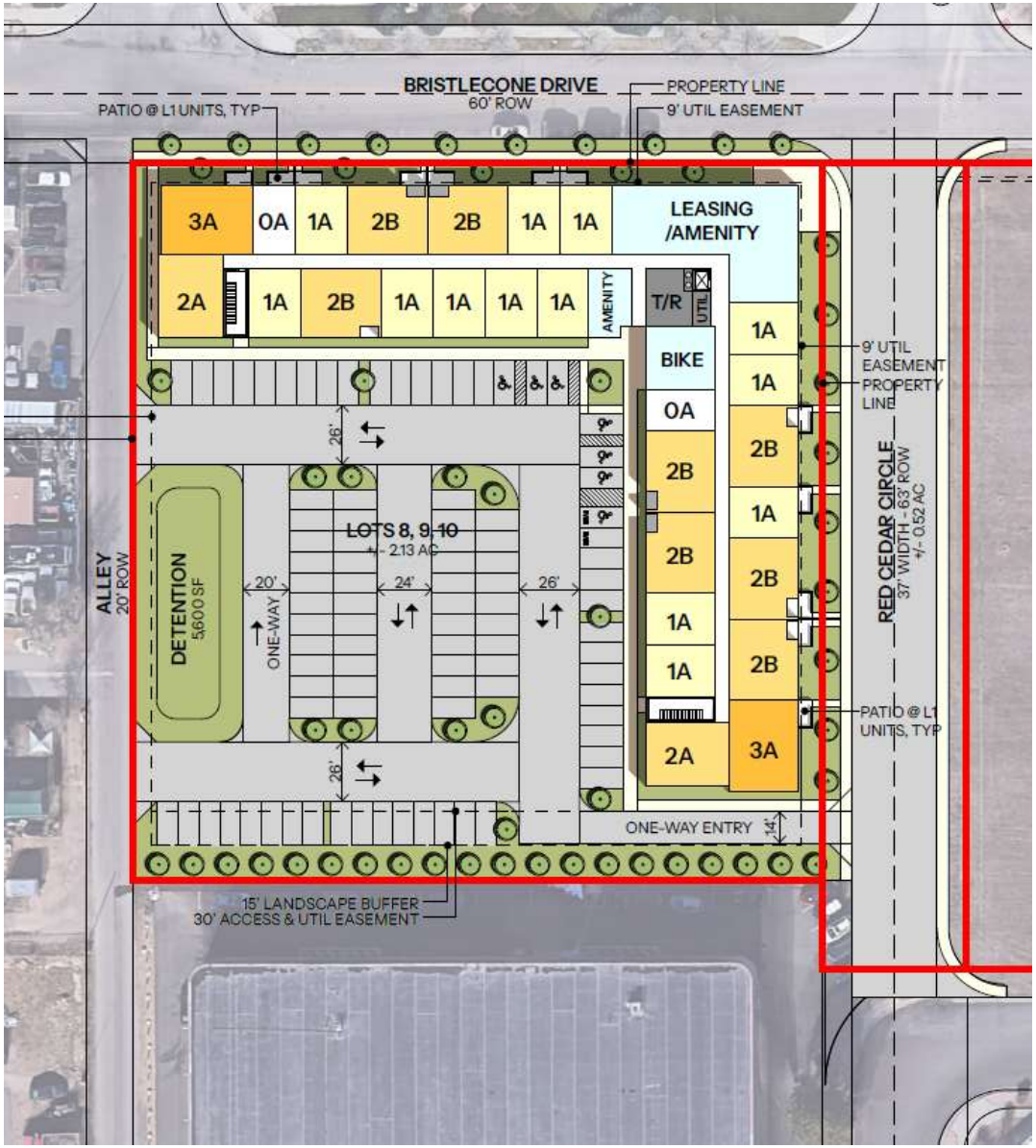
LEASING	1500	4325
AMENITY	2000	
BIKE STORAGE	825	
DETENTION	5600	5600

GFA	L1	L2	L3	L4	TOTAL SF
	31017.3	30941.4	30941.4	30941.4	123841.5

PARKING SUMMARY	DU	REQ SP	TOT REQ	TOTAL PROVIDED
RESIDENTIAL	126	0	0	92 INCL 7 ACC. (2 VAN)
PARKING TYPE		**REQUIRED**		**PROVIDED**
EVSE-INSTALLED - STANDARD		MIN 1		1
EVSE-INSTALLED - ACCESSIBLE				1
EV-READY		15% OF NON-ACC SP		13
EV-CAPABLE		20% OF NON-ACC SP		17
ACCESSIBLE - STANDARD		5% DU	7	5
ACCESSIBLE - VAN		(MIN 1:6 VAN)		2
STANDARD				53
TOTAL				92*

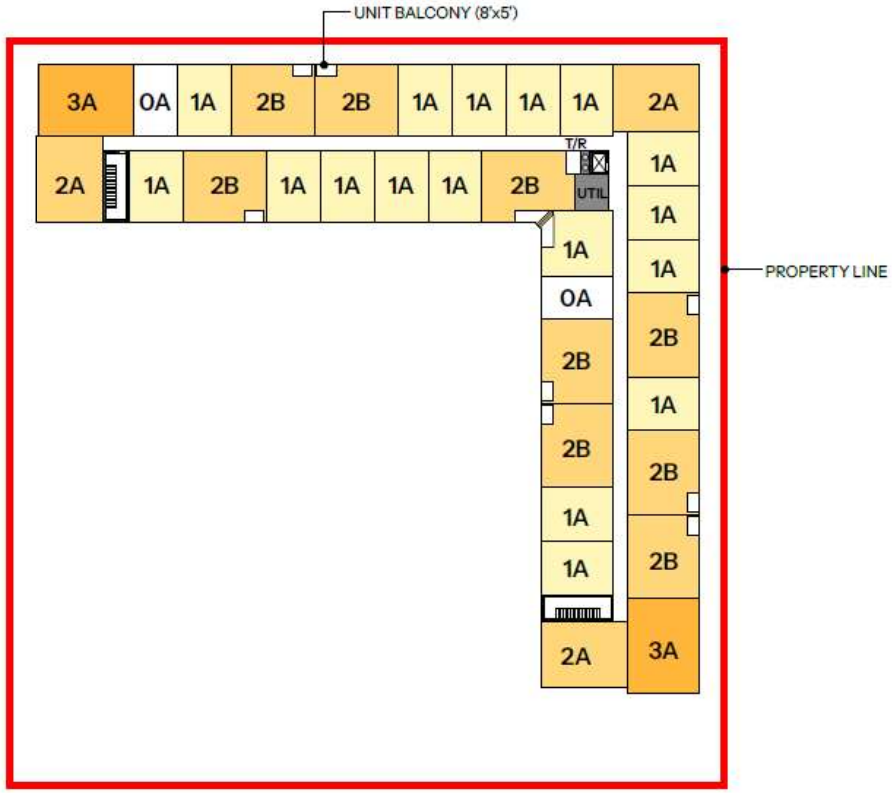
BIKE SUMMARY	DU	BEDS	REQ SP	TOT REQ	TOTAL PROVIDED
RESIDENTIAL	126	188	1 SP / BED	188	113 ENCLOSED
					75 FIXED
TOTAL					188

**Note:* *Eastern portion of site on the opposite side is expected to contain another +/- 35 off-street parking spaces available for project residents*



BRISTLECONE AFFORDABLE

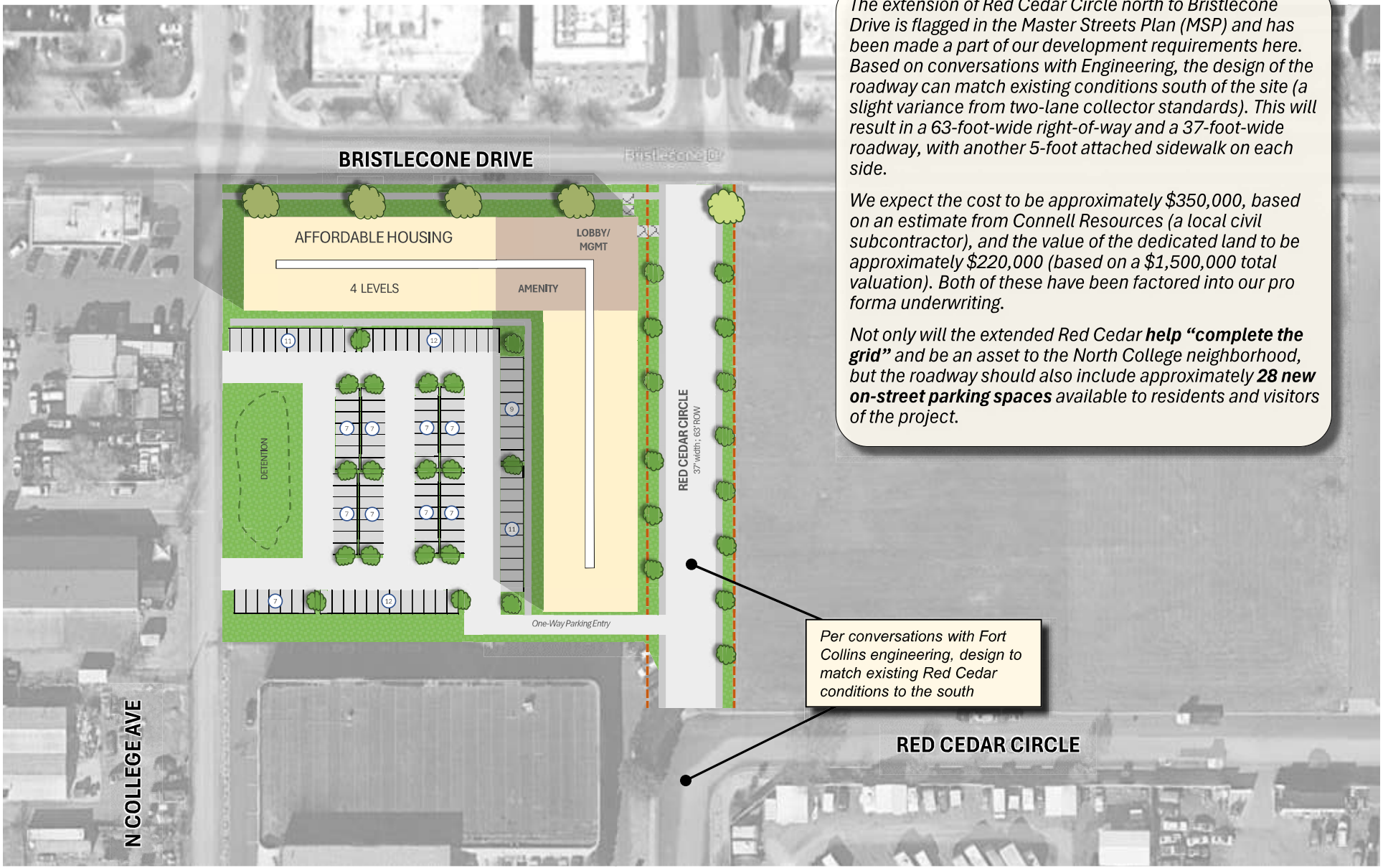
DETAILED CONCEPT PLAN



BRISTLECONE AFFORDABLE

UPPER FLOOR PLANS

10



The extension of Red Cedar Circle north to Bristlecone Drive is flagged in the Master Streets Plan (MSP) and has been made a part of our development requirements here. Based on conversations with Engineering, the design of the roadway can match existing conditions south of the site (a slight variance from two-lane collector standards). This will result in a 63-foot-wide right-of-way and a 37-foot-wide roadway, with another 5-foot attached sidewalk on each side.

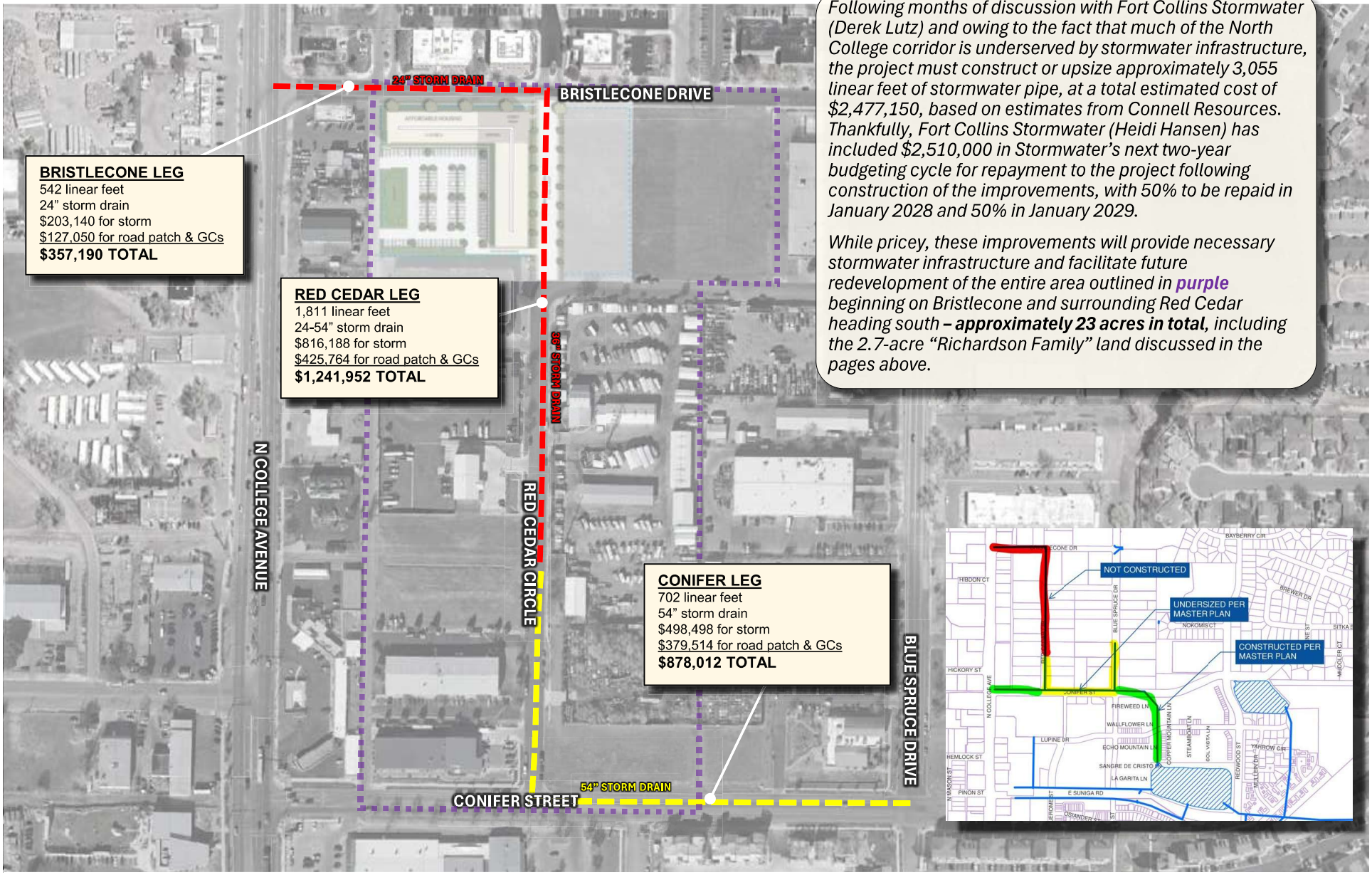
We expect the cost to be approximately $350,000, based on an estimate from Connell Resources (a local civil subcontractor), and the value of the dedicated land to be approximately $220,000 (based on a $1,500,000 total valuation). Both of these have been factored into our pro forma underwriting.

*Not only will the extended Red Cedar **help "complete the grid"** and be an asset to the North College neighborhood, but the roadway should also include approximately **28 new on-street parking spaces** available to residents and visitors of the project.*

**estimate from Connell Resources, Inc. 9/8/2025*

BRISTLECONE AFFORDABLE

NEW ROADWAY EXTENSION



Following months of discussion with Fort Collins Stormwater (Derek Lutz) and owing to the fact that much of the North College corridor is underserved by stormwater infrastructure, the project must construct or upsize approximately 3,055 linear feet of stormwater pipe, at a total estimated cost of $2,477,150, based on estimates from Connell Resources. Thankfully, Fort Collins Stormwater (Heidi Hansen) has included $2,510,000 in Stormwater's next two-year budgeting cycle for repayment to the project following construction of the improvements, with 50% to be repaid in January 2028 and 50% in January 2029.

*While pricey, these improvements will provide necessary stormwater infrastructure and facilitate future redevelopment of the entire area outlined in **purple** beginning on Bristlecone and surrounding Red Cedar heading south **– approximately 23 acres in total**, including the 2.7-acre "Richardson Family" land discussed in the pages above.*

BRISTLECONE AFFORDABLE

NEW STORMWATER IMPROVEMENTS

**estimate from Connell Resources, Inc. 9/8/2025*
$2,477,154 total

FINANCING PLAN / SOURCES & USES

SOURCES			$ /Unit	Total
Permanent Mortgage		28.9%	129,404	16,304,900
Tax Credit Equity - Federal 4%		39.9%	179,062	22,561,763
Tax Credit Equity - Solar ITC + 45L		-	-	-
Tax Credit Equity - State		14.1%	63,421	7,991,000
Tax Credit Equity - State TOC		1.7%	7,400	932,400
Fort Collins Stormwater Reimbursement		4.4%	19,921	2,510,000
Income Prior to Conversion		1.1%	4,746	597,954
Soft/URA Financing		3.9%	17,500	2,205,000
Deferred Developer Fee	*(59%)*	6.0%	27,011	3,403,358
Total Capitalization			448,463	**56,506,375**

USES		$ /Unit	Total
Acquisition Costs	2.7%	$12,302	$1,550,000
Hard Costs	63.7%	285,674	35,994,897
Residential Areas	*54.6%*	*244,740*	*30,837,232*
Required Off-Sites (Road and Sewer)	*5.0%*	*22,218*	*2,799,502*
Solar Costs	*1.2%*	*5,368*	*676,326*
Owner Contingency (5.0%)	*3.0%*	*13,348*	*1,681,837*
Soft Costs	22.0%	98,464	12,406,432
Design, Legal, Permits, Etc	*6.2%*	*27,780*	*3,500,267*
Impact Fees & Water/Sewer Fees	*4.5%*	*20,288*	*2,556,226*
Housing Catalyst SLP Fee	*0.4%*	*1,587*	*200,000*
Soft Cost Inflation/Contingency	*0.6%*	*2,862*	*360,599*
Development Fee	*10.2%*	*45,947*	*5,789,339*
Financing Costs	11.6%	52,024	6,555,046
Total Costs		448,463	**56,506,375**

Notes:

Permanent Loan and non-competitve 4% LIHTC credits (with QCT boost and at $.85 pricing) make up about 69% of capital stack.

No assumed solar credits based on current Federal policy, although we do assume $650,000 for 225kw rooftop solar array

Project is in a DOLA Transit-Oriented Community (see page 16) and thus eligible for TOC credits

Reimbursement of new stormwater infrastructure currently penciled in Fort Collins Stormwater's budget process, for 50% reimbursement in January 2028 and 50% in 2029

Subordinate debt needs (+/- $17,500 per unit) are manageable. Possible sources are URA, CDOH, or, if need be, application to Fort Collins Housing Vitality

Current assumed deferred developer fee of 59% provides cushion to increase as a source in the event of cost increases, equity pricing decreases, or reduced 1st loan proceeds due to interest rate increases

Highly efficient all-in and per-unit basis, delivering more units and new public infrastructure while efficiently utilizing PAB resources

Landowner to receive a fair market price for the land at close and then receive a small share of the project economics in exchange for time, patience, and flexibility

Residential budget confirmed by two general contractors, Shaw Construction and Bristlecone Construction

Offsites infrastructure budget provided by Connell Resources, a Fort Collins-based civil subcontractor, and based on 2009 stormwater construction drawings

Sufficient owner contingency in the event of unforeseen conditions or overruns

Assumed fee paid to Housing Catalyst to help support operations in exchange for property tax abatement partnership

ANTICIPATED TIMELINE

Completed

1.	Landowner Outreach and Agreement	1Q 2025
2.	PDR Planning Meeting	2Q 2025
3.	Stormwater and Traffic Meetings	2Q/3Q 2025
4.	Village at Eastbrook Awarded	4Q 2025
5.	Stormwater Reimbursement Notice	4Q 2025
6.	Hendricks/Featherstone JV	1Q 2026

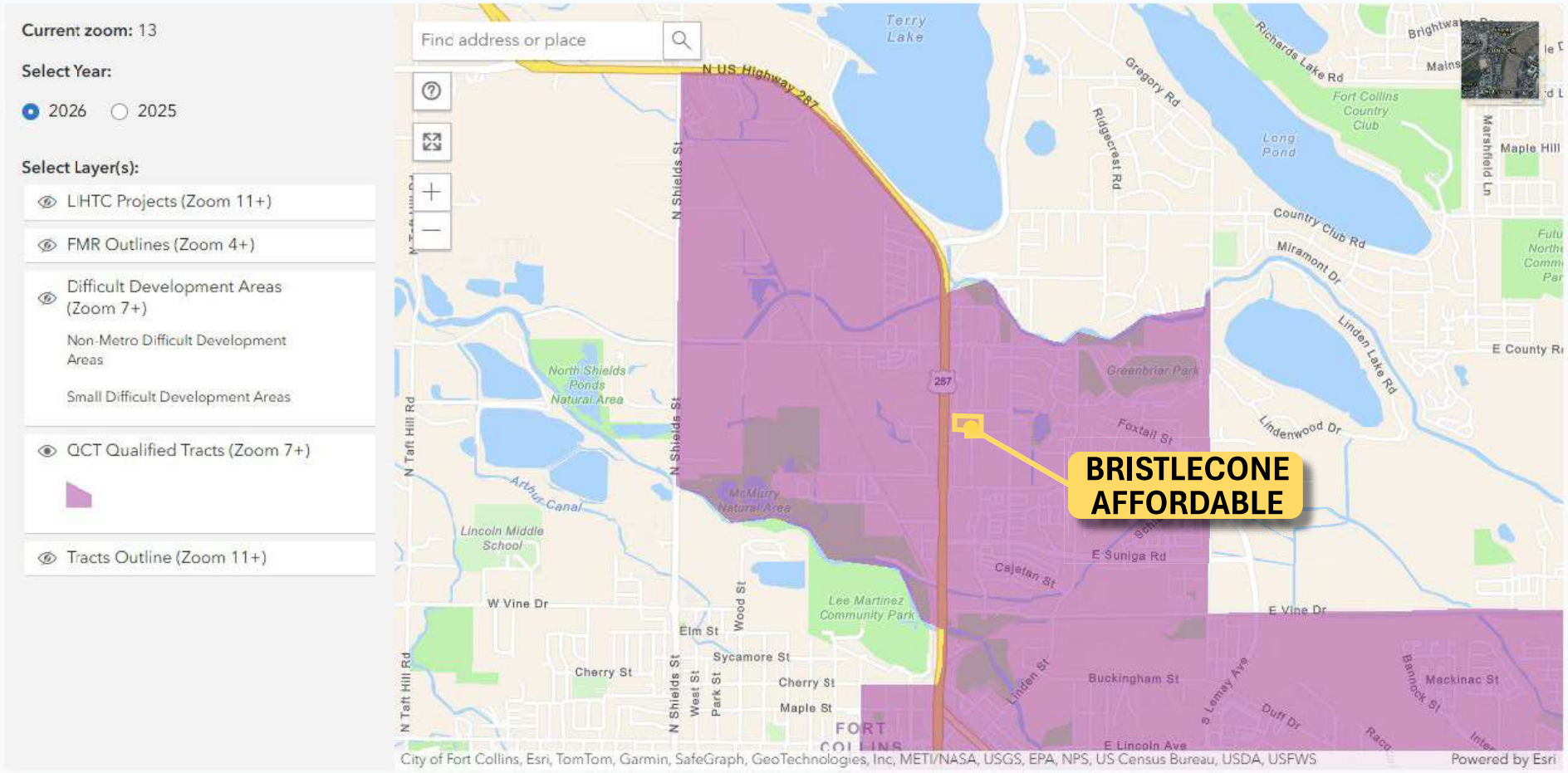
Future

6.	*Local PAB Applications*	*March 2026*
7.	*Site Plan Submission*	*2Q 2026*
8.	*CHFA Round 2 Submission*	*August 2026*
9.	*Subordinate Debt Applications*	*February 2027*
10.	*Design, Permitting, Financing*	*4Q '26 - 2H '27*
11.	***Construction Start***	***4Q 2027***
12.	***Delivery***	***March 2029***
13.	***Stabilization / Conversion***	***Late 2029 / Early 2030***

Architectural Concept; looking southwest

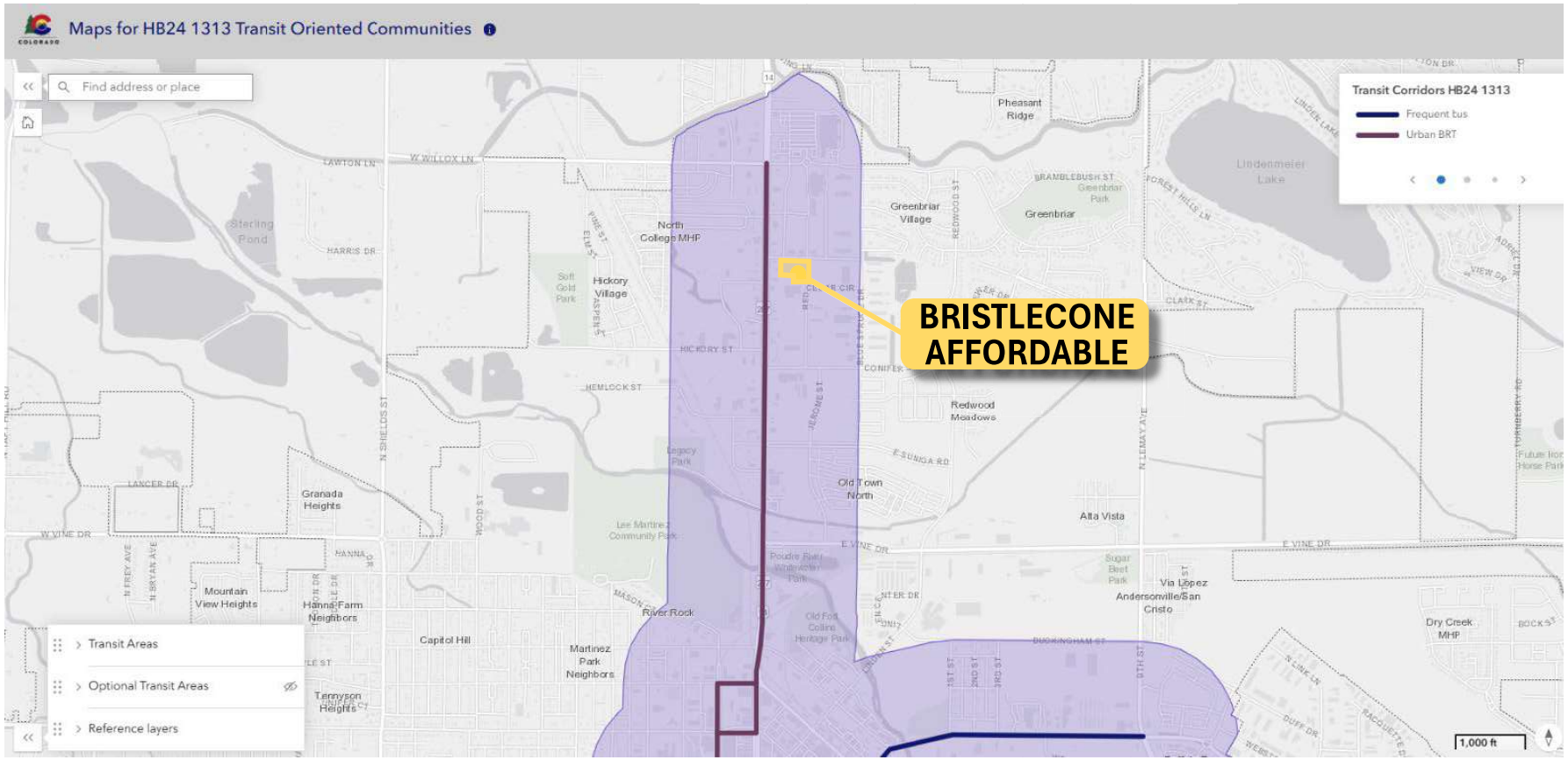
Overview of 2025 and 2026 Small DDAs and QCTs

The 2026 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2026. The 2026 QCT designations use tract boundaries from the 2020 decennial census. The 2026 metro DDAs use ZIP Code Tabulation Area (ZCTA) boundaries from the 2020 decennial census. The designation methodology is explained in the Federal Register notice published September 30, 2025.



BRISTLECONE AFFORDABLE

QUALIFIED CENSUS TRACT MAP



BRISTLECONE AFFORDABLE

TRANSIT ORIENTED COMMUNITIES MAP

NUMBER OF HOUSING UNITS AND TARGET DEMOGRAPHICS

UNIT MIX

Unit Type	50% AMI			60% AMI			70% AMI		
	Count	Percent	Net Rent	Count	Percent	Net Rent	Count	Percent	Net Rent
Studio	4	7%	$1,056	1	8%	$1,280	3	5%	$1,503
One Bedroom	29	50%	$1,127	6	50%	$1,366	29	52%	$1,605
Two Bedroom	21	36%	$1,338	4	33%	$1,625	21	38%	$1,912
Three Bedroom	4	7%	$1,534	1	8%	$1,866	3	5%	$2,197
SUM/AVERAGE	**58**	**46%**	**$1,227**	**12**	**10%**	**$1,487**	**56**	**44%**	**$1,746**

RENTERS HOUSEHOLDS IN PMA

Households	1-Person		2-Person		3-Person		4-Person		5+ Person		TOTAL
	HHs	%	HHs	%	HHs	%	HHs	%	HHs	%	
Total Households	9,517	30.4%	11,629	37.2%	5,440	17.4%	3,447	11.0%	1,233	3.9%	**31,267**
Eligible Households	1,931	26.6%	2,840	39.1%	1,327	18.3%	823	11.3%	337	4.6%	**7,259**

Note: Primary Market Area (PMA) has been confirmed with CHFA and demographic data courtesy of Kinetic Valuation Services (a CHFA-approved market analyst) dated Feb-25-2026.

Notes:

Bristlecone Affordable is intended to be a **"Family" LIHTC project**, which we feel is appropriate given the location and demographics.

Based on our survey of the market demographics and competitive and pipeline properties in the area, our feelings is that there is still strong need for one-bedroom apartments and that two-bedroom units are relatively underserved, compared to the number of income-qualified households between two and four people.

According to demographics from our Primary Market Area from our market analyst, **67.6% of all households in the Primary Market Area (PMA) have 1- or 2- people and 68.7% of all households eligible in the 50-70% AMI range have between 2- and 4-persons (household sizes best suited for 2-bedroom units)**, compared to 26.6% for 1-person households and 4.6% for 5+ person households

Finally, after speaking with market analysts we have concern over the performance of 80% AMI units more generally, leading us to focus our income-averaging on the 50%-70% AMI range, with our underwriting expecting 70% AMI rents to max out in the current environment closer to 60-65% AMI range.

EXPLANATION OF HOW THE PROJECT ALIGNS WITH CITY OBJECTIVES

PROJECT ALIGNMENT WITH CITY OBJECTIVES

The proposed ***BRISTLECONE AFFORDABLE*** project is a clear response to goals outlined in the City of Fort Collins' *Housing Strategic Plan* (HSP), *City Plan*, the *North College Corridor Plan* (NCCP), and the Urban Renewal Authority's (URA) *North College Community Investment Plan*. Located in the North College neighborhood, this **100% deed-restricted affordable community** converts a vacant, infill parcel into **126 units** of higher-density, rent-and-income restricted housing proximate to transit and employment and walkable to service and amenity retail, Bristlecone Affordable operationalizes the City's objective that "everyone has healthy, stable housing they can afford" while simultaneously helping prevent displacement of families, and bringing much-needed roadway and stormwater infrastructure to the neighborhood.

1. Advancing the Housing Strategic Plan (HSP)

Fulfilling the Vision The HSP sets a clear, ambitious vision: "Everyone has healthy, stable housing they can afford". The HSP's Existing Conditions Assessment highlighted a 6,787 unit shortage for households earning 0–60% AMI, including a 1,072-unit shortage for 31–50% AMI. By delivering 126 rent-restricted units, with 58 units at 50% AMI and another 12 at 60% AMI (and the remainder at 70% AMI, to average the project to 60% total), Bristlecone Affordable directly mitigates this shortage and bring much needed housing to a transit and amenity-rich area, serving the service workers, early-career professionals, and single-parent households that the HSP identifies as being disproportionately cost-burdened.

Targeting "Greatest Challenge #1" The HSP identifies "Price escalation impacts everyone, and disproportionately impacts BIPOC... and low-income households" as Greatest Challenge #1. Bristlecone Affordable directly counters this challenge by decoupling rent from market escalation. By locking in rents at 50%, 60%, and 70% AMI for a compliance period of at least 40 years, the project provides the "Housing Stability" prioritized in the HSP, ensuring that long-term residents are not displaced by revitalization efforts.

2. Alignment with the City Plan

Optimizing Land Use and Infill *City Plan* emphasizes "making the most of the land we have left" by encouraging compact growth within the Growth Management Area. Bristlecone Affordable is a four-story infill project that utilizes the bonus density for affordable housing of the Service Commercial (CS) District. Placing high-density residential uses here supports the *City Plan* Structure Plan Map, which envisions the transformation of corridors like North College into vibrant, walkable mixed-use, higher-density environments.

Advancing Transit-Oriented Development (Policy LIV 2.3) City Plan Policy LIV 2.3 explicitly directs the City to "Require higher-density housing and mixed-use development in locations that are currently, or will be, served by BRT... Promote a variety of housing options for all income levels". Located within walking distance of a current Route 8 and 81 bus line and the planned expansion of the MAX Bus Rapid Transit line, Bristlecone Affordable delivers exactly the type of transit-oriented, higher-density affordable housing mandated by this policy.

PROJECT ALIGNMENT WITH CITY OBJECTIVES – CON'T

Creating Housing Choices and Utilizing Incentives Principle LIV 5 calls for the creation of more opportunities for housing choices. Policy LIV 5.1 encourages varied housing types and densities "well served by public transportation and close to employment centers". Furthermore, Policy LIV 6.7 directs the City to "Support and encourage the private development of affordable housing by offering incentives". Bristlecone utilizes the affordable housing height bonuses in the Land Use Code, demonstrating how City Plan's authorized incentives successfully catalyze additional private development of much-needed 50-70% AMI units.

Supporting Climate Action and VMT Reduction Principle ENV 2 sets the goal for Fort Collins to become a carbon-neutral community by 2050. A critical strategy for achieving this is reducing Vehicle Miles Traveled (VMT). By placing 126 households near the North College employment center and adjacent to high-frequency transit, Bristlecone directly reduces the need for crosstown vehicle trips, thereby lowering greenhouse gas emissions and operationalizing the City's climate action goals through strategic land use.

5. Alignment with the Transportation Master Plan (TMP)

Completing the Grid & Multimodal Access The City's *Master Street Plan* designates the Red Cedar Circle extension as a collector roadway essential for grid connectivity. By constructing this road, the project improves access (including emergency access) and disperses traffic while also constructing curb, gutter, and detached sidewalks, implementing TMP Principle T2: "Build and maintain high-quality infrastructure supporting all modes of travel".

Reducing Vehicle Miles Traveled (VMT) By placing affordable housing near both Downtown and the North College employment center and adjacent transit, including the proposed extended MAX Bus Rapid Transit (BRT) line, Bristlecone Affordable directly addresses the jobs-housing imbalance, allowing 126 households to live closer to their employment and utilize transit options.

3. Realizing the North College Community Investment Plan (URA)

Delivering a "Complete, Vibrant Neighborhood" The URA's *North College Community Investment Plan* identifies "Complete, Vibrant Neighborhood" as one of its four key investment areas. The plan explicitly calls for "Affordable housing" to create a neighborhood where residents can live and work without displacement. Bristlecone Affordable answers this call by introducing high-quality residential density into a commercial corridor, supporting the mix of uses necessary for vibrancy.

Supporting the "Community Hub" Vision The URA and community have identified the acute need for a "Community Hub" or gathering place in the corridor and has acquired the 1636 N. College site. Bristlecone Affordable complements this effort by locating 126 affordable family households just blocks away providing the critical mass of residents ("rooftops") necessary to support the programming and amenities envisioned for the Community Hub.

Advancing the Equitable Development Framework The URA operates under the GARE Equitable Development Framework, which prioritizes preventing displacement and expanding affordable housing options. North College is home to a large Latinx community (44% of the corridor population) that is vulnerable to displacement as property values rise. Bristlecone Affordable serves as an anti-displacement anchor, ensuring that as the URA succeeds in revitalizing the corridor, housing remains accessible to the workforce and families who have called this neighborhood home.

4. Fulfilling the North College Corridor Plan

Strengthening the Local Customer Base (Goal LU 1 & LU 3) The NCCP explicitly notes that the economic strength of businesses in the corridor is largely dependent on building up the customer base within the trade area, citing a specific need for "more housing". By introducing 126 households, Bristlecone Affordable provides the necessary residential density to support local commercial businesses. Furthermore, by utilizing the affordable housing density bonus to build a 4-story structure, the project fulfills the NCCP's **Goal LU 3: "Maximize multiple story buildings"**, which helps create a stronger sense of place and maximizes the value of existing and newly-built infrastructure.

Completing the Street Network (Goal STN 1) A central facet of the NCCP's vision is retrofitting a disjointed area with a more complete network of streets. The project directly executes **Goal STN 1** ("Evolve a more complete pattern of streets, drives, and alleyways forming interconnected blocks of development... behind highway frontage") by dedicating land and constructing the Red Cedar Circle extension. This provides critical alternative circulation off of North College Avenue, breaking up obsolete super-blocks into functional, walkable urban places.

DESCRIPTION OF APPLICANT'S LOCAL PROJECTS AND HISTORY OF OPERATIONS

MJT PROPERTIES, INC.

MJT Properties, Inc. and J. Marc Hendricks have successfully completed the development of the following multi-family apartment properties:

DEVELOPED PROPERTIES –	
Columbine West Apartments 48 apartments - family	6748 S. Webster Street Jefferson County, CO
South Creek Apartments 36 apartments - family	5891 S. Nevada Street Littleton, CO
Main Street Apartments 50 apartments - family, retail	5710 S. Prince Street Littleton, CO
Columbine Village at Arvada (HUD) 60 apartments - senior	7901 W. 52nd Avenue Arvada, CO
Columbine Village on Allison – Phase I (HUD) 67 apartments - senior	5310 Allison Street Arvada, CO
Columbine Village on Allison – Phase II (HUD) 44 apartments - senior	5330 Allison Street Arvada, CO
Columbine Village on Allison – Phase III (HUD) 61 apartments - senior	5340 Allison Street Arvada, CO
Fox Meadows Apartments (HUD) 138 apartments - family	3644 S. Timberline Road Fort Collins, CO
Tamarac Apartments (HUD) 50 apartments - senior	750 E. Cheyenne Road Colorado Springs, CO
The Village at Hampden Town Center (HUD) 132 apartments - senior	3601 S. Dallas Street Aurora, CO
Homewood Point Apartments 104 apartments - family	925 Homewood Point Colorado Springs, CO
Brighton Village Apartments – Phase I 60 apartments - senior	199 W. Southern Street Brighton, CO
Caribou Apartments – Phase I 97 apartments - family	4135 Verbena Way Fort Collins, CO
The Residences at Panorama Pointe 72 apartments - senior	8310 Clay Street Westminster, CO
The Village at Homewood Point 70 apartments - senior	907 E. Colorado Avenue Colorado Springs, CO
Caribou Apartments – Phase II 96 apartments - family	4110 Verbena Way Fort Collins, CO
Libretto Apartments – Phase I 28 apartments - senior	575 S. 8th Avenue Brighton, CO
Brighton Village Apartments - Phase II 63 apartments– senior	197 W. Southern Street Brighton, CO
Windmill Ranch Apartments 96 apartments - family	1083 S. 8th Avenue Brighton, CO
Libretto Apartments – Phase II 40 apartments – senior	197 W. Southern Street Brighton, CO
Shooks Run Apartments 40 apartments – family	842 S. Royer Street Colorado Springs, CO
UNDER CONSTRUCTION –	
Village at Homewood Point – Phase II (HUD) 83 apartments – senior *Estimated completion – September 2026*	903 E. Colorado Ave. Colorado Springs, CO

PROJECTS IN FORT COLLINS

Caribou Apartments – Phases I & II

Fort Collins, CO | Affordable Family Property

- *Phase I completed 2008 — 97 units + clubhouse*
- *Phase II completed 2013 — 96 units, 30–60% AMI*
- *96.5% occupied with 800+ household waitlist*
- *Financed with LIHTC, CHFA, City HOME funds & CDOH match*

Northern Hotel Apartments

Fort Collins, CO | Affordable Independent Senior Property

- *Completed 2019 — historic hotel adaptive reuse, 47 units*
- *40–60% AMI with 5 Project-Based Vouchers*
- *Financed with LIHTC / Tax-Exempt Bonds*

Fox Meadows Apartments

Fort Collins, CO | Affordable Family Property

- *Completed 2001 — suburban multifamily rental, 8 buildings*
- *63 of 138 units at or below 60% AMI*
- *Financed with Private Activity Bonds (CHFA) + LIHTC*
- *$2,756,250 City of Fort Collins PAB allocation*

MJT PROPERTIES, INC.

FEATHERSTONE DEVELOPMENT

Featherstone Development is a single-member LLC controlled by Edward (Ted) Featherstone.

A Denver native, Ted Featherstone has been involved in real estate development since 2007, with experience spanning from new construction to historic renovation, tax-credit to traditionally-financed, multifamily and office. Featherstone Development, in joint venture with DBG Properties, recently delivered the 154-unit 4% LIHTC "Sable Station" project in Aurora. Prior to that, for Zocalo Community Development, Ted sourced and led the development of "EDIT at River North", a 13-story, 366-unit market-rate apartment project in the River North neighborhood of Denver, recipient of the 2022 NAIOP Colorado Multifamily Development of the Year award.

Previously, Ted developed for JBG Companies (now JBG Smith), where he led multifamily and office new-construction projects in the Washington, DC metro area. Before JBG, Ted was with Wisznia Development, where he completed tax credit (Historic and New Markets) and HUD-financed historic renovation/office-to-multifamily conversion projects in downtown New Orleans.

Ted received his JD and MBA degrees from the University of Pennsylvania and the Wharton School of Business. Ted is also a non-practicing lawyer, admitted to the New York State Bar in 2013.

OVERVIEW

- Developer and consultant with experience in affordable, workforce, and market-rate housing
- 1,230 units developed in Colorado, Washington DC, Bethesda, MD, and New Orleans
- Experience in complex financing, tax credit, and equity joint venture structures

REPRESENTATIVE TRACK RECORD

15 SABLE APARTMENTS
Aurora, CO 80111

Units:	154
Project Cost:	$56,000,000
Firm:	Featherstone
Development Partner:	DBG Properties
Project Type:	4% LIHTC
Delivery Date:	2025

EDIT AT RIVER NORTH
Denver, CO 80205

Units:	366
Project Cost:	$100,000,000
Firm:	Zocalo
Project Type:	Market Rate
Delivery Date:	2021

4747 BETHESDA
Bethesda, MD 20814

Rentable Square Feet:	291,000
Project Cost:	$170,000,000
Firm:	JBG
Project Type:	Class A Office
Delivery Date:	2019

NUMBER OF YEARS DOING BUSINESS IN COLORADO AND CERTIFICATES OF GOOD STANDING

MJT Properties, Inc.

Link to CO Secretary of State for MJT Properties, Inc.

Details			
Name	MJT PROPERTIES, INC.		
Status	Good Standing	**Formation date**	01/05/1994
ID number	19941001297	**Form**	Corporation
Periodic report month	January	**Jurisdiction**	Colorado
Principal office street address	16 Inverness Place East, Building A100, Englewood, CO 80112, United States		
Principal office mailing address	16 Inverness Place East, Building A100, Englewood, CO 80112, United States		

Registered Agent	
Name	JOHN MARC HENDRICKS
Street address	16 Inverness Place East Suite A100, Englewood, CO 80112, US
Mailing address	16 Inverness Place East Suite A100, Englewood, CO 80112, US

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

MJT PROPERTIES, INC.

is a

Corporation

formed or registered on 01/05/1994 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19941001297 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/05/2026 that have been posted, and by documents delivered to this office electronically through 03/06/2026 @ 13:50:33 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/06/2026 @ 13:50:33 in accordance with applicable law. This certificate is assigned Confirmation Number 18290125 .

Jena Griswold

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, https://www.coloradosos.gov/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, http://www.coloradosos.gov click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

FEATHERSTONE
DEVELOPMENT

Link to CO Secretary of State for Featherstone Development, LLC

Details			
Name	Featherstone Development, LLC		
Status	Good Standing	**Formation date**	02/17/2022
ID number	20221165413	**Form**	Limited Liability Company
Periodic report month	November	**Jurisdiction**	Colorado
Principal office street address	3000 N Clayton St, Denver, CO 80205, US		
Principal office mailing address	3000 N Clayton St, Denver, CO 80205, US		

Registered Agent	
Name	EDWARD ALAN FEATHERSTONE
Street address	3000 N Clayton St, Denver, CO 80205, US
Mailing address	3000 N Clayton St, Denver, CO 80205, US

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Featherstone Development, LLC

is a

Limited Liability Company

formed or registered on 02/17/2022 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20221165413 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/05/2026 that have been posted, and by documents delivered to this office electronically through 03/06/2026 @ 13:48:52 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/06/2026 @ 13:48:52 in accordance with applicable law. This certificate is assigned Confirmation Number 18290110 .

Jena Griswold

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, https://www.coloradosos.gov/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, https://www.coloradosos.gov click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

STATEMENT FROM BOND COUNSEL THAT THE PROJECT IS ELIGIBLE FOR PRIVATE ACTIVITY BONDS

Taft/

675 Fifteenth Street, Suite 2300
Denver, Colorado 80202
Tel: 303.297.2900 | Fax: 303.298.0940
taftlaw.com

February 18, 2026

City of Fort Collins
Housing and Community Vitality Department
City Hall
300 Laporte Ave.
Fort Collins, Colorado 80521

Qualified Residential Rental Project Bonds
(Bristlecone Affordable Project)

Ladies and Gentlemen:

We are acting as special counsel to Featherstone Development, LLC, as the project sponsor, and may serve as bond counsel in connection with the issuance of the above-captioned bonds (the "Bonds") by Housing Catalyst or another "issuing authority" (the "Issuing Authority") under the Colorado Private Activity Bond Ceiling Allocation Act.

The Bonds are to be issued in one or more series in a principal amount to be determined, of which a portion of such Bonds require additional tax-exempt private activity bond volume cap capacity from the City of Fort Collins. Assuming that such additional tax-exempt bond capacity is acquired, the Bonds are expected to constitute private activity bonds as defined in Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"). The Issuing Authority is authorized under the laws and constitution of the State of Colorado, including the Housing Authorities Law, being Part 2, Article 2, Title 29 of Colorado Revised Statutes, as amended, to issue the Bonds.

The Bonds are intended to finance "qualified residential rental projects" (as defined in Section 142(a)(7) of the Code), including but not limited to the acquisition, construction and equipping of the Bristlecone Affordable Project (the "Project"). Assuming continuous compliance with the covenants and representations of the Borrower and Issuing Authority with the Code and tax covenants to be contained in the bond documents, the Bonds are expected to constitute "exempt facility bonds" within the meaning of section 146(f)(5)(A) of the Code.

Based on the foregoing, the Project is eligible for private activity bonds.

Respectfully submitted,

Taft Stettinius & Hollister LLP

Cory Kalanick
ckalanick@taftlaw.com
303-299-8373

FORT COLLINS HABITAT FOR HUMANITY
LETTER OF INTEREST

Fort Collins Habitat for Humanity®

Building Hope and Homes... One Family at a Time.

March 12, 2026

To: Ted Featherstone, Featherstone Development, LLC
J. Marc Hendricks, MJT Properties, Inc.

Re: Letter of Interest – Bristlecone Affordable (East of Red Cedar Circle)

Dear Ted and Marc,

On behalf of Fort Collins Habitat for Humanity, I am writing to express our enthusiastic interest in collaborating with Featherstone Development and MJT Properties on the proposed Bristlecone Affordable community.

Specifically, we are highly interested in partnering to develop the approximately 1-acre parcel located immediately east of the future Red Cedar Circle extension, next to your planned 126-unit 4% LIHTC community. We believe that integrating Habitat's affordable homeownership models alongside your proposed LIHTC rental community would create a highly desirable, mixed-product neighborhood that directly answers the City of Fort Collins' call for diverse, equitable housing options.

As the largest developer of affordable homeownership opportunities in Fort Collins, Habitat for Humanity is uniquely positioned to execute this vision. Drawing on our recent collaborative successes—such as the mixed-product Heartside Hill community we are building with CARE Communities—we are eager to explore site-appropriate product types with you, which could include townhomes, condos, or smaller-footprint single-family homes.

Furthermore, this holistic approach powerfully complements the Urban Renewal Authority's (URA) exciting ongoing revitalization activities within the North College plan area. By providing a continuum of healthy, stable housing for both renters and future homeowners, we can ensure that local workforce families continue to share in the corridor's growing prosperity and have direct access to the URA's forthcoming community amenities.
We appreciate the opportunity to be included in the early planning stages for the Bristlecone site. We look forward to continuing our discussions regarding site planning, product types, and partnership structures to help bring this impactful, community-focused development to life.

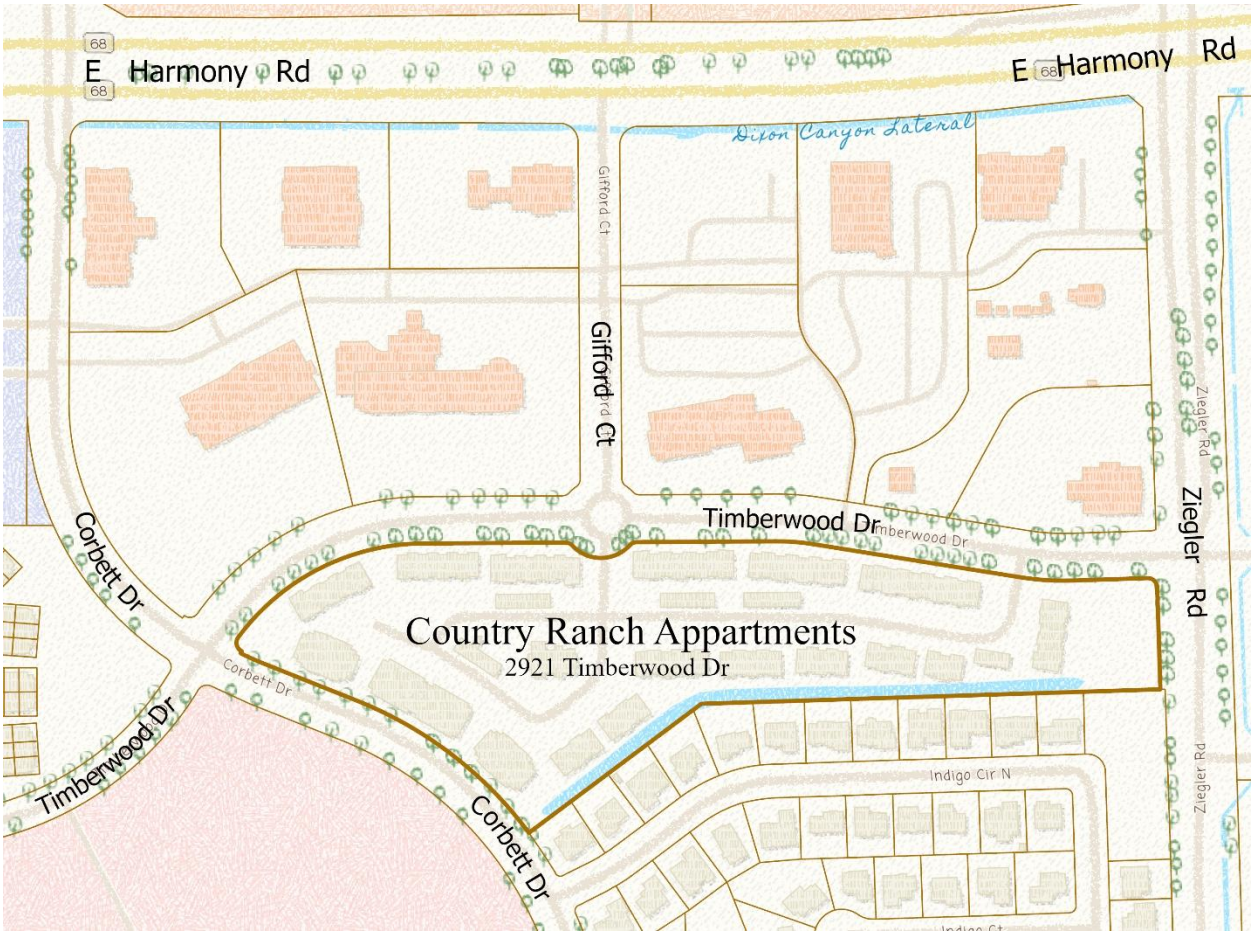
Sincerely,

Kristin Candella

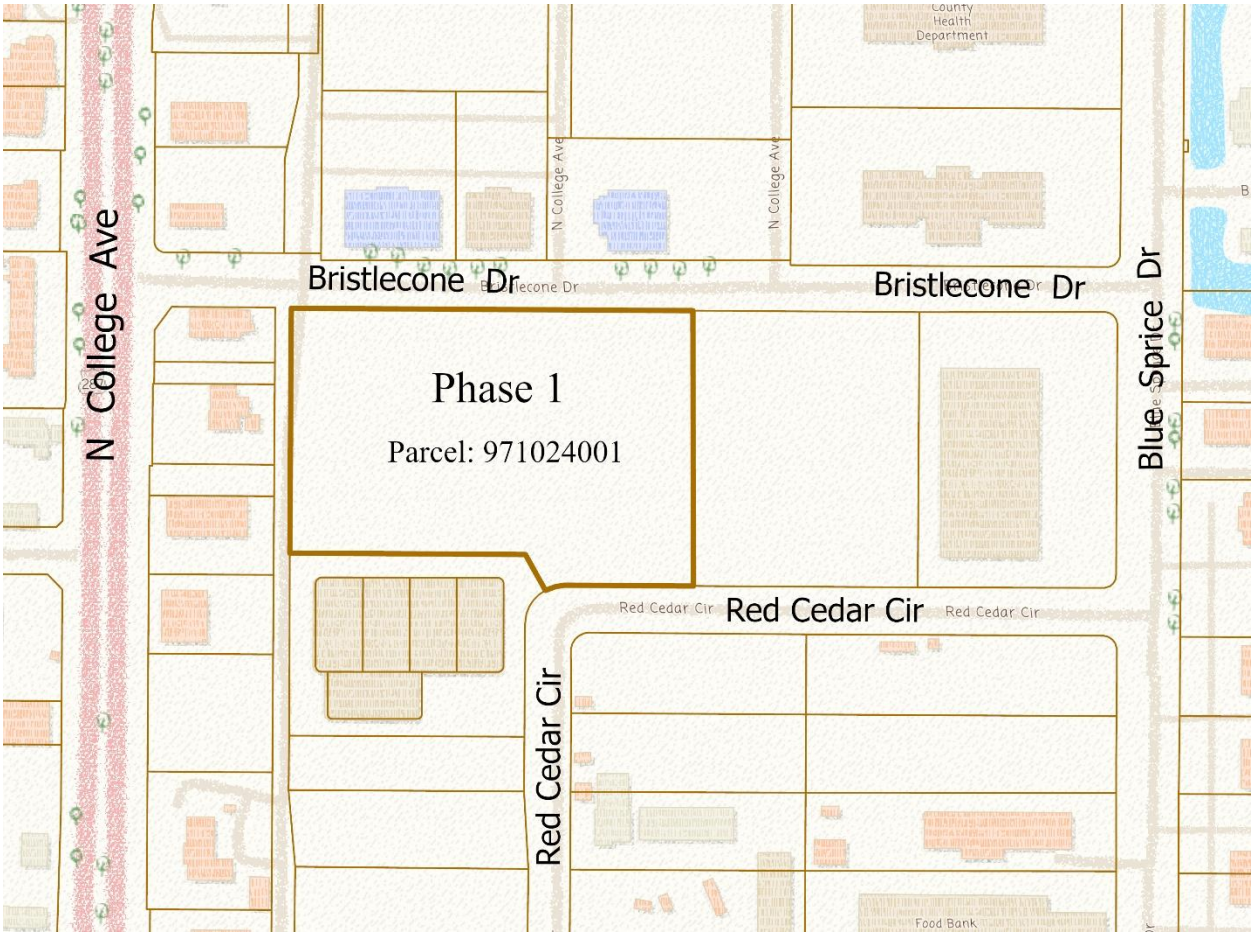
Kristin Candella
Executive Director and CEO

4001 South Taft Hill Road, Fort Collins, CO 80526
(970) 488-2602 (phone) www.fortcollinshabitat.org (970) 223-4524 (fax)

Country Ranch Location Map



Bristlecone Affordable Location Map



Housing and Community
Vitality Department
222 Laporte Ave.
PO Box 580
Fort Collins, CO 80522

April 30,2026

RE: Revised PAB Committee Recommendation

Dear Applicant for 2026 Private Activity Bond Capacity:

The City of Fort Collins received your request for the 2026 allocation of Private Activity Bond (PAB) capacity. The City has $11,748,935 of available capacity this year.

The City's Finance policy dictates the distribution of City PAB capacity. It provides that a committee comprised of representatives from at least the following departments consider applications: Finance, Economic Health, and Housing and Community Vitality (formerly known as Social Sustainability). This policy states that the following factors be considered when making a recommendation for allocation of PAB capacity:

- How well the project that applied meets the land use, economic development and/or affordable housing goals of the City of Fort Collins.
- Project feasibility and timing.
- Leverage of other investment into the project.
- Maintenance of or increase in local tax base.
- Competing uses for the City's allocation.
- Whether the City's allocation should be used in multiple projects.
- Whether the application should be considered by any City Board or Commission.

The PAB Committee must present their recommendations to City Council no later than August 15. This year we expect to schedule this matter for the June 16 City Council meeting.

Applications: There were two applications submitted for 2026 PAB capacity. One application was for new development and the other is preservation.

The City's PAB Committee met and considered the 2 applications. An application for Bristlecone Affordable was submitted by Featherstone Development and MJT Properties, Inc. This project will construct 126 new apartments targeting households making between 50 and 70% of the area median income (AMI). The other application from April Housing is for the preservation and rehabilitation of 118 apartments currently serving residents making 60% AMI. Both applications were complete and are for eligible projects.

PAB Committee considerations:

The committee decided that adding and/or preserving restricted housing to the City of Fort Collins' affordable housing inventory is a current City priority.

The Committee considered whether to use the 2026 allocation in multiple projects.

The Committee considered project feasibility and timing.

The Committee considered the completeness and timeliness of the applications.

Lastly the Committee decided to bring recommendations to the Affordable Housing Board.

City PAB Committee's findings:

Based on the foregoing criteria and findings, the PAB committee recommends approving both applications. Half of the full allocation or $5,874,468 will be assigned to the Colorado Housing and Finance Authority as issuer, to be used for the construction of new affordable homes at Bristlecone Affordable in Fort Collins. The other half or $5,874,467 will be assigned to Housing Catalyst to be used for the rehabilitation of affordable housing at Country Ranch apartments in Fort Collins. Please work with Sue Beck-Ferkiss on the necessary assignment documents.

The Affordable Housing Board (AHB) will consider the recommendations of the PAB Committee meeting at 4:00 pm on May 7, 2026. This hybrid meeting is on TEAMs and in-person at 222 Laporte Avenue in Fort Collins and will be open to the public. While statements from applicants will be accepted during Public Comment, it is not necessary that you appear. The AHB will be asked to consider making a recommendation to City Council to accept or reject the recommendations of the PAB Committee.

Thank you for your work to support, construct and preserve affordable housing. We value your efforts. Feel free to contact me with questions or comments.

Best regards,

Social Policy and Housing Programs Manager

MINUTES

CITY OF FORT COLLINS • BOARDS AND COMMISSIONS

Affordable Housing Board
REGULAR MEETING

Thursday, May 7, 2026 – 4:00 PM

In-Person at 222 Laporte Ave – CO River Conference Room

Online via Microsoft Teams

- **CALL TO ORDER: 4:05 PM**
- **ROLL CALL**

a. Board Members Present –
- Bob Pawlikowski, Chair
- Claire Bouchard, Vice Chair
- Jorja Whyte
- John Singleton
- Kelly Evans
- Sue Ballou
- Kristin Fritz, Ex Officio

b. Board Members Absent – Excused
- Nina Clark

c. Staff Members Present –
- Sue Beck-Ferkiss, Staff Liaison
- Jessi Kauffmann, Minutes
- Adam Molzer, Presentation
- Vanessa Fenley, Presentation
- Beth Rosen

d. Guest(s) –
- Lisa Cunningham
- Max Simon
- Elizabeth Lok
- Angel Hernandez
- Tatiana Zentner
- Kimberly Conner
- Colin Yturralde
- Carly Johansson

- **AGENDA REVIEW**
- **CITIZEN PARTICIPATION –** None.

a. Lisa Cunningham will be moderating a panel at a documentary screening at the end of May and welcomed the Board to attend. It will be on May 30th from 5:30-8 PM. The documentary is called Beyond the Bridge – Solutions to Homelessness and will be followed by a panel discussion including the Mayor

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of Loveland and Greeley.

- **APPROVAL OF MINUTES –** April 9 Regular Meeting & April 22 Joint Meeting with HSHF Board

John Singleton motioned to approve the April 9, 2026 Affordable Housing Board Meeting Minutes as presented. Claire Bouchard seconded. Approved 4-0.

Claire Bouchard motioned to approve the April 22, 2026 AHB and HSHF Joint Meeting Minutes as presented. Jorja Whyte seconded. Approved 4-0.

- **NEW BUSINESS**
  - **a. Debrief Competitive Process**
    - Adam Molzer presented on considerations and overview of this year's funding process.
    - He shared the following process improvements:
      - Learning Series Presentations – Housing Specific (Oct.-Mar.)
      - Longer Application Window
      - Additional Details in Application Guide
      - Clearer Meeting Dates/Times Communicated to Applicants
      - In-Person Q&A with Applicants
      - Additional Joint Meeting for HSHF & AHB (in-person x2)
      - Direct Presentation of AHB Rankings to HSHF + Discussion
      - Score-Based Ranking Process to Create Baseline Ranking
      - Requirements for Explaining Favor/Disfavor and Rankings
      - Funding Processes This Year Only for Housing & CDBG-PS
    - Adam shared information on AHB and HSHFB's ranking conversations. The main difference that CARE was put in the third, and Bloom for HSHF. HSHF – focus on Maximizing the funding
    - A board member asked if the HSHF Board found the joint meeting helpful, and Adam affirmed that they were appreciative and utilized direct input from the AHB.
    - The Board discussed adding a future agenda item around board structure related to affordable housing funding decisions. Adam invited AHB to share feedback on the process improvements and gaps that remain.
    - John Singleton suggested a visual location map as an addition to applications in future that may be useful context in this process.
  - **b. 2026 Private Activity Bond Allocation Assignment**
    - Sue Beck-Ferkiss explained the PAB process to the Board.
    - Every year the City receives PAB capacity that flows through the IRS to the state to the City of Fort Collins. The assignment comes to the City to use or assign to a different issuer. The City does not prefer to issue ourselves and assigns to Housing Catalyst or CHFA as issuers.
    - The process now accepts applications for PAB, whereas in the past it was first-come-first serve.
    - This year the City received two applications. Both were for half of the bond capacity of $11,748,935

DRAFT

    - One was for rehab of 118 units at Country Ranch Apts
    - Bristlecone - 126 new construction units
- Both will support tax credit applications. The PAB Committee met and decided to assign half to each issuer for these projects. The issuers will work with the applicants, and if they receive tax credits they will us the PAB now, if not they will carry forward for 3 years.
- The issuer does not have to use this exact bond on this exact project.
- If not assigned before September 15, the balance reverts back to the State.

Kelly Evans made a motion to support the recommendation of the PAB Committee as presented. Sue Ballou seconded. Approved 5-0.

c. Regional Needs Assessment and Affordable Housing Capital

- Vanessa Fenley, Housing Manager presented to the Board on the Regional Needs Assessment & Housing Action Plan and the Affordable Housing Capital Fund.
- Just submitted the assessment for formal approval from the State yesterday.
- These are required through SB24-174 – will need to complete by the end of the year.
- Will be submitted every six years.
- Collaborated with the City of Loveland and Larimer County for the regional assessments.
- A few findings:
    - Median rent has increased across the board.
    - Homeownership rates have declined the most in the 50-100% AMI range
    - Typical home price gap of $300,000 between what the average median income can afford and average home price in the region.
    - This data is showing that there is essentially no job where a single income household can afford the average home price.
    - Our biggest gap in rental product is the 0-30% AMI, and is very difficult to produce without high subsidies. The market starts to catch up around 80% AMI.
    - Over the next ten years in Fort Collins, 1,540 new units are needed to catch up to current demand (479 for sale and 1,061 for rent).
    - To keep up with projected growth, 5,466 units (3427 for sale and 2,039 for rent) are needed.
    - Total = about 7,000 units in Fort Collins.
- Regional recommendations include:
    - Continue regional collaboration and public-private partnerships
    - Consider funding source options
    - Allocate publicly owned land to affordable/mixed income development
    - Preserve existing housing (serving low- and moderate-income households)

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- Implement land use and zoning updates (to unlock supply and improve housing diversity)
- Refine and expand development incentives for affordable housing
- Assist and stabilize existing households through program support.

- The Housing Action Plan process will launch in June, currently working to get under contract with Root Policy to lead that process as well. The goal is to move quickly. Goal is to bring to Council by late 2026 and submit to the State later 2026 or 2027. The Housing Action Plan is not due to the State until 2028.
- The Affordable Housing Capital Fund is for capital expenses of new development, preservation, or acquisition of affordable housing.
    - $5 million – 2016-25 CCIP
    - $8 million – 2026-35 ¼ Cent Capital Tax (of $10 million in tax package). $2 million already designated to Windtrail Park rehab and Village on Eastbrook.
    - Available now:
        - $400,000 CCIP for fee credits remains and $55,000 ¼ CCT for projects.
        - Council must appropriate tranches of funding as it becomes available.
    - Criteria under consideration for this funding includes:
        - Substantially affordable projects – funding proportional to affordable units produced
        - Restriction required
        - Geographic parameters being determined
        - Focus on requests that have been through competitive process or can't wait for competitive process.
    - The goal is to have enough process in place while keeping things streamlined.

d. Ex Officio Member Report

- Kristin Fritz gave a status update on short term and long term projects in the pipeline. There are a number of projects that are overlapping in construction timeline and lease-up.
    - Housing Catalyst closed on Village on Eastbrook last week and in construction mode.
    - Volunteers of America is attempting to close their Switchgrass low income senior housing project.
    - Rove and Bloom are actively building.
    - 302 Conifer will be finishing construction likely into 2027 but goal end of 2026.
    - The competitive process will impact timelines for preservation.
    - The timeline on the downtown Howes project from Housing Catalyst is currently unknown.

- **OUTREACH VISITS & BOARD PRIORITY COMMITTEE REPORTS**

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a. **Knowledge Repository – Bob & John**
    - No updates.
b. **Outreach, Education and Partnerships – Claire**
    - No updates.
c. **Council and Local Legislative Support – John**
    - No updates.
d. **Equity & Justice in Affordable Housing – Jorja and Liz**
    - No updates.

- **BOARD LIAISON UPDATES**
    a. **Economic Advisory Board – John**
        - No updates.
    b. **Poudre Library District Board – John**
        - No updates .
    c. **Downtown Development Board – Claire**
        - No updates.
    d. **Planning & Zoning Commission – Claire & Jorja**
        - No updates.
    e. **Youth Advisory Board – Jorja**
        - No updates.
    f. **Disability Advisory Board – *unassigned***
    g. **Urban Renewal Authority – *unassigned***
    h. **Parks & Recreation Board – *unassigned***
    i. **Transportation Board – *unassigned***

- **UNFINISHED BUSINESS –** None.

- **OTHER BUSINESS**

    a. Board elections will be held at the June meeting.
    b. The Board will make a decision on the July 2nd meeting date at the next meeting.

- **BOARD MEMBER CONCERNS, ANNOUNCEMENTS**
    a. CSU had the higher education basic needs summit, Jorja will send Sue the report to share with the Board.
    b. The previous chair of the Housing Caucus has published an Affordability Report for CSU, including costs outside of admission. This will be also shared with the Board.

- **ADJOURNMENT**
    a. **Meeting was adjourned at 6:06 PM**

Minutes approved by the Chair and a vote of the Board on XX/XX/XX

DRAFT

City of Fort Collins

June 16, 2026

2026 Private Activity Bond Assignment

Sue Beck-Ferkiss

Social Policy and
Housing Programs Manager

Private Activity Bonds

What They Are

- Conduit Financing
- Issued by local or state governments (including Housing Authorities) on behalf of another borrower
- Allow private borrowers to access low-cost, tax-exempt financing
- Required for 4% Low Income Housing Tax Credit (LIHTC) projects

Why They Matter

- Enable affordable housing without direct City spending
- Leverage federal resources for local projects
- Bond capacity itself has no cash value — it's authorization to borrow

How is Bond Capacity Distributed?

IRS

Distributes PAB capacity to all states based on populations

Colorado

50% to Statewide Authorities (CHFA 48%, Ag Dev 2%)

50% to Local Issuers

Fort Collins

2026 bond capacity = ~ $11.75 M

Assign or use by September 15 or revert to the State

Process in Fort Collins

- Written Applications are accepted annually until March 15

- City Private Activity Bond Committee reviews applications and makes an allocation recommendation
  - PAB Committee is comprised of staff from at least:
    - Economic Health;
    - Financial Services; and
    - Housing & Community Vitality Depatments
  - PAB Committee can ask for review by Boards or Council Finance Committee

- Council Consideration must happen before August 15

2026 Applications: Two Affordable Housing Projects

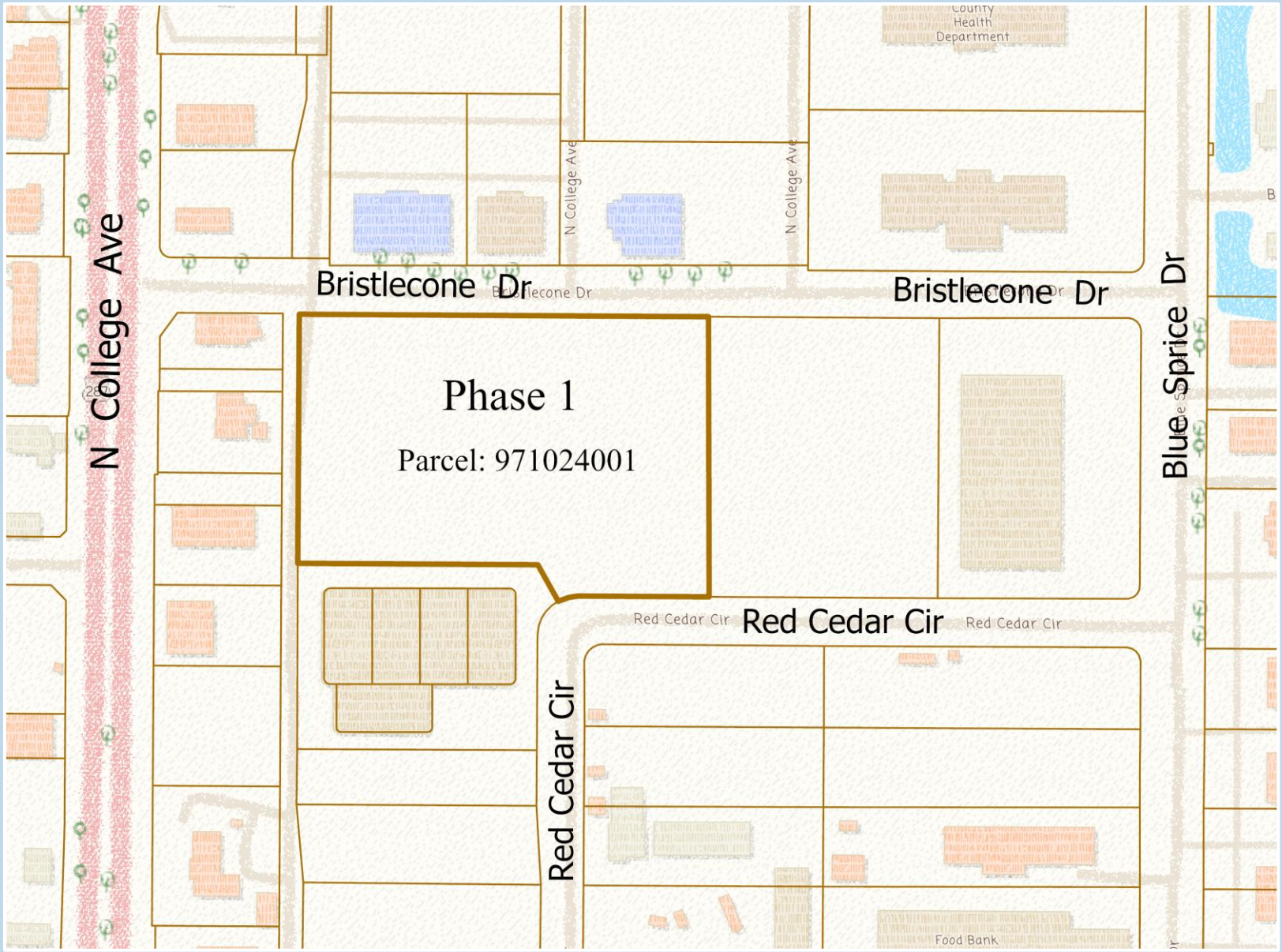
Bristlecone Affordable

- Type: **New Construction**
- Bond Issuer: **CHFA**
- **126 New Rental Homes**
- 50%-70% AMI units
- PAB Request: **~$5.87M (1/2 allocation)**

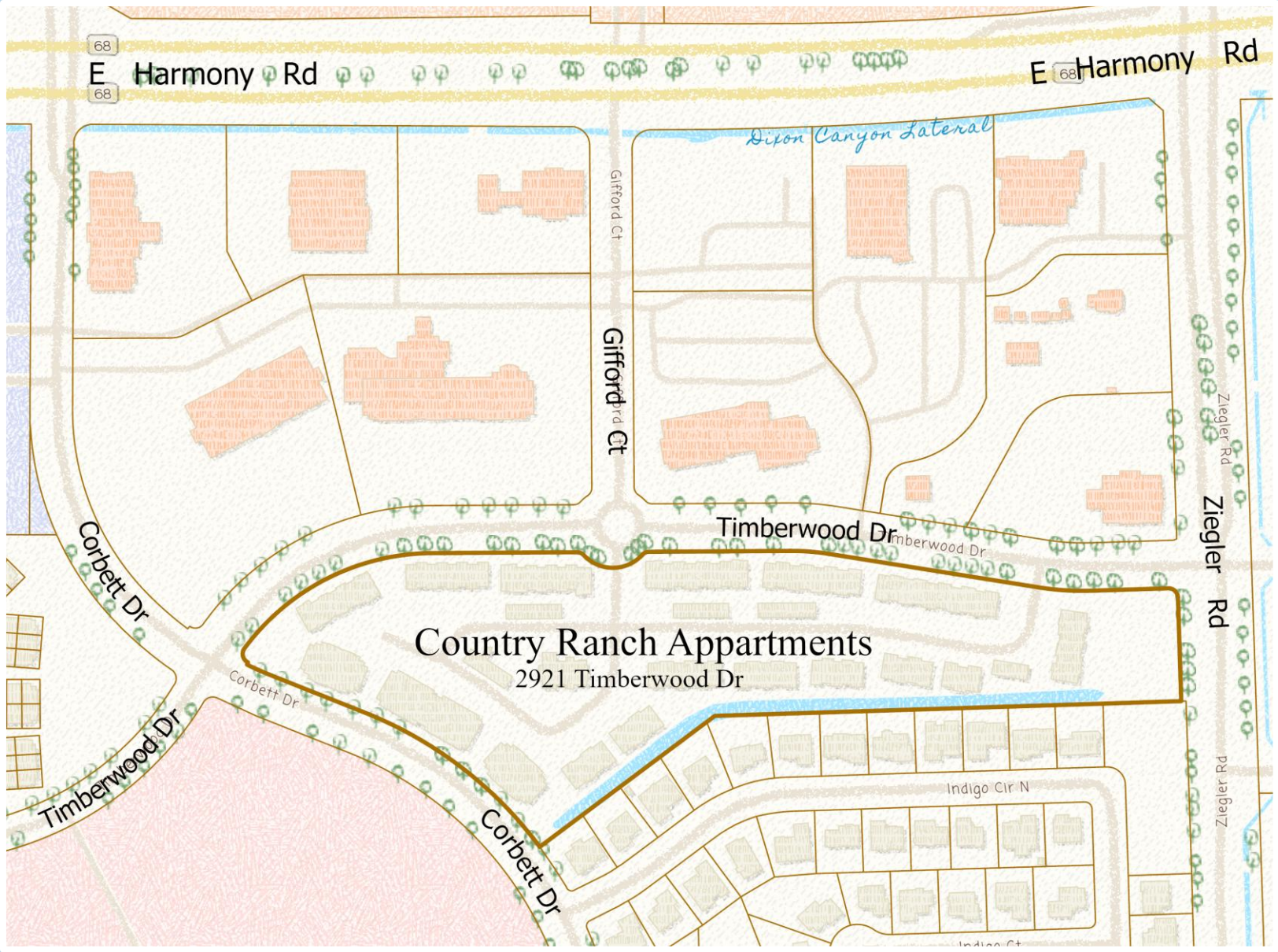
Country Ranch Apartments

- Type: **Preservation/Renovation**
- Bond Issuer: **Housing Catalyst**
- **Preservation of 118 Rental Homes**
- 60% AMI units
- PAB Request: **~$5.87M (1/2 allocation)**

Bristlecone Affordable



Country Ranch Apartments



Support both projects by assigning half of the City's 2026 PAB allocation to each project

Impact: supports 244 affordable homes – new & preserved

City of Fort Collins

Questions?

RESOLUTION 2026-077
OF THE COUNCIL OF THE CITY OF FORT COLLINS AUTHORIZING THE ASSIGNMENT OF THE CITY'S 2026 PRIVATE ACTIVITY BOND ALLOCATION TO HOUSING CATALYST AND THE COLORADO HOUSING AND FINANCE AUTHORITY TO FINANCE THE REHABILITATION AND CONSTRUCTION OF AFFORDABLE HOUSING UNITS

A. The City of Fort Collins is authorized and empowered under the laws of the State of Colorado to issue revenue bonds for purposes including the financing of affordable housing projects for low- and moderate-income persons and families.

B. The Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State of Colorado (the "State Ceiling").

C. Pursuant to the Code, the Colorado General Assembly adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among various State and local governmental units, and further providing for the assignment of such allocations from such governmental units to any entity or person with the authority to issue bonds.

D. Pursuant to an allocation under Section 24-32-1706 of the Allocation Act, the City has received a direct allocation of the 2026 State Ceiling for the issuance of Private Activity Bonds in the aggregate principal amount of $11,748,935 (the "2026 Allocation").

E. If the City does not issue bonds or assign its annual allocation to another entity by September 15 of each year, its allocation is relinquished to the statewide balance.

F. The City received applications for the 2026 Allocation from two entities: April Housing, for half of the 2026 Allocation to be issued by Housing Catalyst for the Country Ranch Apartments Rehabilitation Project at 2921 Timberwood Drive in Fort Collins (the "Country Ranch Project"), and Featherstone Development and Hendricks Communities, LLC, for half of the 2026 Allocation to be issued by the Colorado Housing and Finance Authority for the Bristlecone Affordable Project (the "Bristlecone Project") on the south side of Bristlecone Drive in the North College neighborhood in Fort Collins.

G. The Country Ranch Project will rehabilitate 118 apartments for households earning at or below 60% of the Area Median Income. The Bristlecone Project will construct 126 apartments for households earning at or below 50% to 70% of the Area Median Income.

H. The City's Private Activity Bond Committee considered the applications and recommends assigning half of the City's 2026 Allocation for the Country Ranch Project and half of the City's 2026 Allocation for the Bristlecone Project. City Council finds that the 2026 Allocation can be utilized most efficiently by assigning the Allocation for the Country Ranch Project and the Bristlecone Project, and that such assignment will advance the City's objective of increasing the availability of adequate affordable housing for low- and moderate-income persons and families within the City.

I. The debt service on the bonds will be repaid from revenue generated by the housing developments and does not constitute a debt of the City.

J. City Council wishes to assign half of the 2026 Allocation to Housing Catalyst for the Country Ranch Project, which is to be evidenced by an Assignment of Allocation #1.

K. The form of Assignment of Allocation #1 is shown on Exhibit A, attached hereto and incorporated herein by this reference.

L. City Council wishes to assign half of the 2026 Allocation to the Colorado Housing and Finance Authority for the Bristlecone project, which is to be evidenced by an Assignment of Allocation #2.

M. The form of Assignment of Allocation #2 is shown on Exhibit B, attached hereto and incorporated herein by this reference.

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

Section 1. City Council hereby approves assignment to Housing Catalyst of $5,874,467.50 of the City's 2026 Allocation as described herein.

Section 2. City Council hereby authorizes the Mayor to execute an Assignment of Allocation with Housing Catalyst in substantially the form attached as Exhibit A along with such modifications as the City Manager, in consultation with the City Attorney, determines are necessary or appropriate to protect the interests of the City or effectuate the purposes of this Resolution.

Section 3. City Council hereby approves assignment to the Colorado Housing and Finance Authority of $5,874,467.50 of the City's 2026 Allocation as described herein.

Section 4. City Council hereby authorizes the Mayor to execute an Assignment of Allocation with Housing Catalyst in substantially the form attached as Exhibit B along with such modifications as the City Manager, in consultation with the City Attorney, determines are necessary or appropriate to protect the interests of the City or effectuate the purposes of this Resolution.

Section 5. This Resolution shall not be construed as constituting City Council approval, support for approval, or waiver of any City regulatory requirement, including any development application process whether in administrative or quasi-judicial review, for any project referenced herein.

Passed and adopted on June 16, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: June 16, 2026
Approving Attorney: Ted Hewitt

Exhibits: Exhibit A – Assignment of Allocation #1
Exhibit B – Assignment of Allocation #2

ASSIGNMENT OF ALLOCATION #1

THIS ASSIGNMENT (the "Assignment"), dated _____, 2026 is between the City of Fort Collins, Colorado, a municipal corporation (the "Assignor"), and Housing Catalyst, a body corporate and politic (the "Assignee").

RECITALS

A. The Assignee intends to finance April Housing's rehabilitation of housing located at 2921 Timberwood Drive within the City of Fort Collins, for households with incomes of 60% of area median income, and consistent with the objectives outlined in the City's Housing Strategic Plan (collectively, the "Project".) The Project will be designed to qualify as a "project" within the meaning of Title 29, Article 4, Part 2, Colorado Revised Statutes, as amended (the "Act").

B. The Assignee intends to provide for the issuance of its Multifamily Housing Revenue Bonds (the "Proposed Bonds"), pursuant to the provisions of the Act for the purpose of financing the Project.

C. The Assignee has requested that the Assignor assign to the Assignee $5,874,467.50 of the Assignor's 2026 allocation (the "Allocation") under the bond ceiling for the State of Colorado and its issuing authorities ("the State Ceiling") computed under Section 146(d) of the Internal Revenue Code of 1986 (the "Code") as provided for the Assignor as a "designated local issuing authority" under part 17 of article 32 of title 24, Colorado Revised Statutes (the "Allocation Act"), for use in connection with the financing of the Project.

D. Subject to the terms and conditions set forth herein, the Assignor desires to assign to the Assignee, and the Assignee desires to accept, such Allocation from the State Ceiling.

ASSIGNMENT

In exchange for the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby assigns and transfers to the Assignee $5,874,467.50 of the Assignor's 2026 Allocation from the State Ceiling for private activity bonds. The Assignor and the Assignee understand that such assigned allocation shall automatically be relinquished to the "Statewide Balance" as defined under the Allocation Act unless (a) the Proposed Bonds are issued by the Assignee on or before September 15, 2026, or (b) Section 24-32-1706(3)(c), C.R.S., applies.

2. The Assignor represents that it has received no monetary consideration for the assignment set forth above.

3. The Assignee hereby:

(a) accepts the assignment of the Assignor's Allocation from the State Ceiling described above;

(b) agrees to issue $5,874,467.50 of the Proposed Bonds to April Housing for its Country Ranch Apartments rehabilitation project located at 2921 Timberwood Drive in Fort Collins; and

(c) agrees to abide by each of the terms and conditions of this Assignment in connection with the use of such Allocation.

4. The Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all or any portion of the assignment set forth herein as an allocation for a project with a carryforward purpose.

5. This Assignment shall not constitute a debt or indebtedness or financial obligation of the Assignor within the meaning of the constitution or statutes of the State of Colorado, nor give rise to a pecuniary liability or charge against the general credit or taxing power of the Assignor.

6. This Assignment shall not be construed to constitute City of Fort Collins approval, support for approval, or waiver of any City regulatory requirement, including any development review process whether administrative or quasi-judicial, for any Project funded with the Proposed Bonds.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this instrument to be executed to be effective as of the date and year first written above.

CITY OF FORT COLLINS, COLORADO,
as Assignor

_____
Emily Francis, Mayor

ATTEST:

_____
Title: _____

_____
(print name)

APPROVED AS TO FORM:

_____
Assistant City Attorney

_____
(print name)

HOUSING CATALYST, as Assignee

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

[Signature Page to Assignment of Allocation]

ASSIGNMENT OF ALLOCATION #2

THIS ASSIGNMENT (the "Assignment"), dated _____, 2026 is between the City of Fort Collins, Colorado, a municipal corporation (the "Assignor"), and Colorado Housing and Finance Authority (the "Assignee").

RECITALS

A. The Assignee intends to finance MJP Properties, Inc.'s construction of housing located on the south side of Bristlecone Drive in the North College neighborhood within the City of Fort Collins, for households with incomes ranging from 50% to 70% of area median income, and consistent with the objectives outlined in the City's Housing Strategic Plan (collectively, the "Project".) The Project will be designed to qualify as a "project" within the meaning of Title 29, Article 4, Part 2, Colorado Revised Statutes, as amended (the "Act").

B. The Assignee intends to provide for the issuance of its Multifamily Housing Revenue Bonds (the "Proposed Bonds"), pursuant to the provisions of the Act for the purpose of financing the Project.

C. The Assignee has requested that the Assignor assign to the Assignee $5,874,467.50 of the Assignor's 2026 allocation (the "Allocation") under the bond ceiling for the State of Colorado and its issuing authorities ("the State Ceiling") computed under Section 146(d) of the Internal Revenue Code of 1986 (the "Code") as provided for the Assignor as a "designated local issuing authority" under part 17 of article 32 of title 24, Colorado Revised Statutes (the "Allocation Act"), for use in connection with the financing of the Project.

D. Subject to the terms and conditions set forth herein, the Assignor desires to assign to the Assignee, and the Assignee desires to accept, such Allocation from the State Ceiling.

ASSIGNMENT

In exchange for the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby assigns and transfers to the Assignee $5,874,467.50 of the Assignor's 2026 Allocation from the State Ceiling for private activity bonds. The Assignor and the Assignee understand that such assigned allocation shall automatically be relinquished to the "Statewide Balance" as defined under the Allocation Act unless (a) the Proposed Bonds are issued by the Assignee on or before September 15, 2026, or (b) Section 24-32-1706(3)(c), C.R.S., applies.

2. The Assignor represents that it has received no monetary consideration for the assignment set forth above.

3. The Assignee hereby:

(a) accepts the assignment of the Assignor's Allocation from the State Ceiling described above;

(b) agrees to issue $5,874,467.50 of the Proposed Bonds to MJT Properties, Inc. for the Project; and

(c) agrees to abide by each of the terms and conditions of this Assignment in connection with the use of such Allocation.

4. The Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all or any portion of the assignment set forth herein as an allocation for a project with a carryforward purpose.

5. This Assignment shall not constitute a debt or indebtedness or financial obligation of the Assignor within the meaning of the constitution or statutes of the State of Colorado, nor give rise to a pecuniary liability or charge against the general credit or taxing power of the Assignor.

6. This Assignment shall not be construed to constitute City of Fort Collins approval, support for approval, or waiver of any City regulatory requirement, including any development review process whether administrative or quasi-judicial, for any Project funded with the Proposed Bonds.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this instrument to be executed to be effective as of the date and year first written above.

CITY OF FORT COLLINS, COLORADO,
as Assignor

_____
Emily Francis, Mayor

ATTEST:

_____
Title: _____
_____
(print name)

APPROVED AS TO FORM:

_____
Assistant City Attorney
_____
(print name)

COLORADO HOUSING AND FINANCE AUTHORITY, as Assignee

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

[Signature Page to Assignment of Allocation]

File Attachments for Item:

20. Public Hearing and Resolution 2026-078 Approving the Programs and Projects that Will Receive Funds from the Federal Community Development Block Grant Program, the HOME Investment Partnerships Program, and the City's Affordable Housing Fund.

The purpose of this item is to approve funding recommendations of the 2026 Spring Cycle of the Competitive Process. This Resolution will complete the 2026 Spring Cycle of the Competitive Process for allocation of $4,348,350 in City financial resources to affordable housing and public facility projects, homelessness public service programs and administration of the programs.

June 16, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Adam Molzer, Human Services Program Manager

SUBJECT

Public Hearing and Resolution 2026-078 Approving the Programs and Projects that Will Receive Funds from the Federal Community Development Block Grant Program, the HOME Investment Partnerships Program, and the City's Affordable Housing Fund.

EXECUTIVE SUMMARY

The purpose of this item is to approve funding recommendations of the 2026 Spring Cycle of the Competitive Process. This Resolution will complete the 2026 Spring Cycle of the Competitive Process for allocation of $4,348,350 in City financial resources to affordable housing and public facility projects, homelessness public service programs and administration of the programs.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

On or before August 15, 2026, the City will submit its Annual Action Plan (AAP) to the U.S. Department of Housing and Urban Development (HUD). The AAP outlines all projects and programs the City has recommended for funding under HUD 2026 Program Year (PY26) and is a required component for receiving the City's annual Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) allocations on October 1, 2026.

This Resolution establishes which programs and projects are recommended to receive funding with CDBG, HOME, and Affordable Housing Program (AHP) monies for the PY26. CDBG and HOME are federal dollars allocated through HUD. AHP funds are allocated from the General Fund (GF) and the General Fund 0.25% Other Community Priorities (OCP). In 2026, the total dollar amount available to be allocated to fulfill the project requests, as well as the planning and administration needs, is $4,348,350. The following table shows available PY26 dollars in each funding category:

PY2026 FUNDING CATEGORIES

Funding Source	Amount
PY2026 Housing	$ 3,827,373
PY2026 CDBG Public Service	$ 173,955
PY2026 Planning and Administration	$ 330,513
PY2025 Planning and Administration	$ 16,509
Total	**$ 4,348,350**

Federal funds available for allocation total $3,231,467. These funds are sourced from eight categories designated by HUD, including: FY2026 Entitlement Grants (CDBG and HOME - new funding), PY25 and PY24 Unanticipated Program Revenue (CDBG and HOME - new funding), and Prior Year Funds (CDBG and HOME - re-appropriated).

Unanticipated Revenue Funds include repayments from loans issued for rehabilitation, homebuyer assistance, acquisition and development. Funding allocated to planning and administration must be expended during the program year in which it is received. Fifteen percent (15%) of CDBG funds received in the current program year (PY25) can be allocated towards public services in the next program year. The remaining CDBG and HOME Unanticipated Revenue is available for allocation to housing activities.

Prior Year Funds (CDBG and HOME PY25) represent previously appropriated funds that were unexpended and available for re-allocation in the housing category only.

Total PY26 federal contribution to the Housing category is $2,751,615.

The maximum limit allowed by HUD regulations in the Public Service category for the CDBG Entitlement grant and current year CDBG Program Income is 15%.

Total PY26 federal contribution to the Public Service category is $173,955: $172,868 from the FY2026 CDBG Entitlement grant and $1,087 from CDBG FY2025 Unanticipated Program Income.

HUD regulations allow a maximum of 20% of the CDBG funds ($227,745) to be used for CDBG planning and program administration costs.

HUD regulations allow a maximum of 10% of HOME funds ($78,152) to be used for HOME planning and program administration.

Total federal contribution to the Planning and Program Administration category is $305,897 ($289,288 PY26 & $16,509 PY25)

The following table provides a summary of 2026 federal funding sources for Housing, Public Service and Planning/Program Administration:

FEDERAL FUNDS

Funding Source	Total Funds	Housing	Public Service	Planning/Admin
PY26 CDBG Entitlement Grant	$ 1,131,416	$ 732,265	$ 172,868	$ 226,283
PY25 Unanticipated Revenue CDBG	$ 7,310	$ 4,761	$ 1,087	$ 1,462
PY24 Unanticipated Revenue CDBG	$ 87,059	$ 87,059		
Prior Year CDBG Funds (previously appropriated and available)	$ 581,319	$ 581,319		
PY26 HOME Entitlement Grant	$ 631,054	$ 567,949		$ 63,105
PY25 Unanticipated Revenue HOME	$ 150,471	$ 135,424		$15,047
PY24 Unanticipated Revenue HOME	$ 27,470	$ 27,470		
Prior Year HOME Funds (previously appropriated and available)	$ 615,368	$ 615,368		
TOTAL Federal Funds	**$ 3,231,467**	**$ 2,751,615**	**$ 173,955**	**$ 305,897**

The City's anticipated contribution to the Housing category is $1,075,758.

A portion of City funds assigned to the Affordable Housing Program is used for planning and program administration costs ($41,125).

The following table provides a summary of 2026 City Funding for Housing, including differentiation between General Fund (GF) and the General Fund 0.25% Other Community Priorities (OCP) sources for each:

CITY FUNDS

Funding Source	Total Funds	Housing	Public Service	Planning / Admin
Affordable Housing Fund (GF)	$ 374,163	$ 333,038		$ 41,125
General Fund OCP	$ 203,204	$ 203,204		
Prior Year AHP Funds (previously appropriated and available) & Unanticipated Revenue AHP	$ 539,516	$ 539,516		
TOTAL City Funds	**$ 1,116,883**	**$ 1,075,758**	**$ 0**	**$ 41,125**

COMBINED FUNDING TOTALS

	Total Funds	Housing	Public Service	Planning / Admin
	$ 4,348,350	**$ 3,827,373**	**$ 173,955**	**$ 347,022**

The City received seven applications in the housing category, totaling $6,945,000 in requests. The available funding in the Housing category equals $3,827,373, and therefore the amount requested from Housing applicants is $3,117,627 greater than the funding available. The CDBG Public Service funds offer the 3 grant recipients multi-year funding support and PY26 was a renewal cycle, which delivers $173,955 to those programs. The following table summarizes the amount of funding requests compared to the amount of funding available for each of the categories

2026 FUNDING REQUESTS BY CATEGORY

Category	Number of Applications	Available Funding	Requested Funding	Available Request Difference
Administration - CDBG	*	$ 227,745	$ 227,745	$ 0
Administration - HOME	*	$ 78,152	$ 78,152	$ 0
Administration - AHP	*	$ 41,125	$ 41,125	$ 0
Housing	7	$ 3,827,373	$ 6,945,000	$ 3,117,627
CDBG Public Service	3	$ 173,955	$ 173,955	$ 0
Totals	**10**	**$ 4,348,350**	**$ 7,465,977**	**$ 3,117,627**

CITY FINANCIAL IMPACTS

The CDBG and HOME programs provide federal funds from HUD to the City of Fort Collins which can be allocated to housing and community development related programs and projects and administration of the funds, thereby reducing the demand on the City's General Fund budget to address such needs. In 2026, the total amount of federal funds available for allocation is $3,231,467 and the City's expected contribution is $1,116,883. These dollars allow applicants to leverage other funding sources to provide the services needed in our community.

Through the provision of affordable housing, more of Fort Collins' workforce can reside within the community. This means there is an available labor pool within the city, which is a benefit to economic stability.

CDBG Public Service programs contribute to economic sustainability and homelessness response by providing sheltering and supportive services to unhoused residents, so the most vulnerable members of our community can stabilize their lives and work toward employment and housing.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The Human Services and Housing Funding Board (HSHFB) is a Type 2 advisory board responsible for delivering funding recommendations to Council for these dollars, per City Code. HSHFB recommends adoption of their affordable housing and CDBG Public Service funding recommendations made on April 29, 2026. The Board read all project applications, viewed presentations by each housing applicant, and asked clarifying questions. Additionally, HSHFB held two joint meetings with the Affordable Housing Board (AHB) to exchange insights and considerations for the proposed funding requests and reviewed the priority

rankings presented by AHB. Both boards also reviewed the goals of the Affordable Housing Strategic Plan and the priorities of the HUD required Five-Year Consolidated Plan.

Each HSHFB member completed a prioritized ranking worksheet to reflect their individual evaluations of the housing proposals prior to the April 29 meeting. The board members documented their favor or disfavor of funding each proposal, comments and rationale for their favor or disfavor, preferred ranked order of the proposals, and comments and rationale for each proposal's ranked position.

At the April 29 deliberation meeting, HSHFB members voted on their favor or disfavor of funding each proposal, then voiced their individual ranked order of the remaining proposals with points assigned to each proposal's ranked position. This created a baseline ranked order preference of the HSHFB for discussion and revision. Following a thorough and thoughtful discussion, the HSHFB members voted on the final ranked order slate presented below.

In the CDBG Public Service category, HSHFB considered the performance of current grantees, the goals of the HUD required Five-Year Consolidated Plan, and the program's potential to address the Plan goals. The Board was presented with the percentage of CDBG Public Service funding assigned in FY2025 to each program and the equivalent dollar amount calculations. The Board voted to adopt the recommended funding formula without any changes to the funding distribution.

For the 2026 funding process, several improvements were operationalized to maximize efficiencies, incorporate best practices, and encourage diverse opinions to be shared. The process improvements included: housing expert presentations to HSHFB members (October-March), longer application window, additional details in the application guide, clearer meeting dates/times communicated to applicants, in-person Q&A with applicants, additional joint meeting for HSHFB and AHB, direct presentation of AHB rankings to HSHFB, score-based ranking process to create baseline rankings, and added requirements for explaining favor or disfavor and individual rankings. Lastly, the funding process in 2026 only focused on housing and CDBG Public Service. In 2025, the funding processes for Human Services and Homelessness Response moved to 2-year funding terms and will resume in 2027 for HSHFB.

HSHFB members are subject to rules of ethical conduct established by the City Charter and Code, including refraining from voting or attempting to influence any decision in which they have a financial or personal conflict of interest. Board members have been presented with information detailing the City Charter and Code provisions regarding conflict of interest and the disclosure process.

The following tables present the project-specific allocations recommended by the Board to Council within the Housing and CDBG Public Service categories, as well as the accompanying planning and administrative costs:

PLANNING AND ADMINISTRATIVE CATEGORY

Application Project/Program	Funding Request	Recommended Funding 2026	Unfunded Balance	Percent of Request Funded
City of Fort Collins: CDBG Planning/Administration	$ 227,745	$ 227,745	$ 0	100%
City of Fort Collins: HOME Planning/Administration	$ 78,152	$ 78,152	$ 0	100%
City of Fort Collins: Affordable Housing Fund	$ 41,125	$ 41,125	$ 0	100%
Planning/Administration Total	**$ 347,022**	**$ 347,022**	$ 0	100%

HOUSING CATEGORY

In the Housing category, HSHFB determined all seven housing proposals were projects that would benefit from receiving either full or partial funding. Those recommendations and the board's ranked order prioritization are listed in the table below:

Applicant Project/Program	Funding Request	HSHFB's Prioritized Ranking	Recommended Funding PY26	Unfunded Balance	Percent of Request Funded
CARE Communities: Greenbriar-Fairbrooke Heights Rehab	$ 1,500,000	# 3	$ 1,500,000	$ 0	100%
Family Housing Network: 811 E. Myrtle Shelter Acquisition	$ 500,000	# 1	$ 500,000	$ 0	100%
Fort Collins Habitat for Humanity: Bloom Cottages	$ 900,000	# 6	$ 0	$ 900,000	0%
Housing Catalyst: North Howes Development	$ 1,500,000	# 7	$ 0	$ 1,500,000	0%
Housing Catalyst: Redtail Ponds Debt Relief	$ 1,000,000	# 5	$ 282,373	$ 717,627	28%
Housing Catalyst: Villages Preservation	$ 1,500,000	# 2	$ 1,500,000	$ 0	100%
Volunteers of America: Handyperson Program	$ 45,000	# 4	$ 45,000	$ 0	100%
Housing Total	**$ 6,945,000**		**$ 3,827,373**	**$ 3,117,627**	

There are no unallocated funds remaining after all applications received full or partial funding recommendations.

CDBG PUBLIC SERVICE CATEGORY

In the CDBG Public Service category, three eligible programs are recommended to receive a proportional share of the CDBG Public Service funds. These programs were selected by HSHFB in 2025 and are considered for renewal annually until the City's current HUD required Consolidated Plan expires in September 2030. The PY26 recommendations were recognized as a renewal cycle. All recommendations are listed in the table below:

Applicant Project/Program	Funding Request	HSHFB's Recommended Funding 2026	Unfunded Balance	Percent of CDBG Public Service Funds
Catholic Charities: Samaritan House 24/7 Emergency Shelter Operations	$ 71,322	$ 71,322	$ 0	41%
Crossroads Safehouse: Domestic Violence Emergency Shelter	$ 71,322	$ 71,322	$ 0	41%
Family Housing Network: Shelter Programs	$ 31,311	$ 31,311	$ 0	18%
Public Service Total	**$ 173,955**	**$ 173,955**	$ 0	

FUNDING RECOMMENDATIONS BY CATEGORY

A summary of the funding recommendations by category are presented in the following table:

Category	Recommended Funding	% of Total
Planning and Administration	$ 347,022	8%
Housing	$ 3,827,373	88%
CDBG Public Service	$ 173,955	4%
Total	**$4,348,351**	100%

The justifications for HSHFB's recommendations can be found in the approved minutes of the April 29, 2026, meeting.

PUBLIC OUTREACH

A joint meeting that combined the HSHFB and the AHB was held on March 26, 2026, to discuss the merits of the housing proposals, without any funding discussion. Housing applicants also had the opportunity to create video presentations that were viewed by members of both boards in advance. Staff provided housing applicants the opportunity to meet in-person and respond to questions directly from board members at their joint meeting. HSHFB met on April 8, 2026, to discuss the merits of the housing proposals and CDBG Public Service proposals and identify follow-up questions for the applicants, without any funding discussion.

AHB met on April 9, 2026, and created their own project ranking list to advise the HSHFB, which AHB does pursuant to its authority under Section 2-102(b)(2) of the City Code. The AHB project ranking list is nonbinding and nondeterminative, as AHB is a Type 1 advisory board.

A joint meeting that combined the HSHFB and the AHB was again held on April 22, 2026, where AHB presented their advisory ranking list and their pros and cons of the proposals to HSHFB. The two boards further engaged in thoughtful dialogue about the merits and concerns of the proposals at that meeting. HSHFB held a meeting on April 29, 2026, to deliberate the housing proposals and CDBG public service proposals and make funding recommendations.

HSHFB and AHB both supported funding for all 7 proposals, and all projects would have been recommended for funding had there been enough dollars to cascade down the ranked order. Project rankings were based, in part, on the following criteria: Readiness to Proceed (whether the project could reasonably obtain all funding needed to commence during the HUD Program Year); Total Number of Units; Per Unit Subsidy (City request as a portion of the entire project); and Demographics (population served by project).

The guiding City plans for the boards have the following goals: increase housing supply and affordability, preserve existing affordable housing and increase housing stability. While the plans don't prioritize one goal over the other, they do have an emphasis on prioritizing direct funding to the lowest-income residents.

The final project rankings from each board are largely aligned. The noteworthy variation was that HSHFB opted to prioritize CARE Communities' rehabilitation of 76 rental units higher in their ranked order, and AHB opted to prioritize Habitat for Humanity's proposal for 8 new homeowner units higher in their ranked order. HSHFB also opted to give higher ranking to Volunteers of America's Handyperson program, recognizing the modest dollar amount requested and the impact to the elderly and disabled clients served by the program.

City staff is working closely with the unfunded projects that may be eligible for Community Capital Improvement Program (CCIP) funding that becomes available later in 2026. Staff will continue to coordinate on both the annual Competitive Process and the application process developed for CCIP to ensure applicants have maximum opportunity to apply for funding needed to advance their projects.

All meetings were open to the public and added to the City calendar.

The City's Citizen Participation Plan for HUD funds requires a Public Hearing to solicit viewpoints on community needs and the proposed use of funds and is required prior to the funding recommendations being made by the Board. Announcements were published in the Coloradoan newspaper, posted on the website and Events Calendar, and emailed to community organizations. The Public Hearing occurred on March 25, 2026.

The City's Citizen Participation Plan for HUD funds also requires a 30-day public comment period on the proposed allocation of CDBG and HOME funds prior to Council's final decision. Staff placed an ad in the Coloradoan newspaper on May 12, 2026, presenting the list of recommended funding for programs/projects and indicated the public comment period would start on May 15, 2026, and end on June 16, 2026. The Council meeting on June 16, 2026, will serve as a Public Hearing and comments will be recorded and reported to HUD in August. The public notice of funding recommendations was placed on the City's website. It was also distributed to applicants and entities serving a majority of clients in legally protected classes—including those in a racial/ethnic minority, those with a disability, or female heads of households—or serving those community members who might otherwise have barriers to public participation in the City's civic engagement processes. To date, the public comments received have largely been statements of gratitude from the applying agencies.

ATTACHMENTS / LINKS

1. Summary of Organizations Requesting Funding and Recommendations
2. Affordable Housing Board Priority Rankings
3. Remarks from HSHFB Members
4. Competitive Funding Process Rules of Procedure – Affordable Housing
5. Competitive Funding Process Rules of Procedure – CDBG Public Service
6. Human Services and Housing Funding Board Meeting Minutes, April 29, 2026
7. Resolution 2026-078

HSHF Board Competitive Funding Process PY26
Summary of Organizations Requesting Funding & Recommendations

HOUSING

CARE Communities - Greenbriar-Fairbrooke Heights Rehab

Request: $1,500,000	**Recommendation:** $1,500,000	**Percentage:** 100%

CARE Communities provides affordable housing, advocacy and supportive services to empower working families in Northern Colorado. This proposal supports the costs associated with the rehabilitation of 76 multi-family rental units that serve low-income households from 0%-60% of the Area Median Income.

Family Housing Network - 811 East Myrtle Shelter Acquisition

Request: $500,000	**Recommendation:** $500,000	**Percentage:** 100%

Family Housing Network (FHN) supports families experiencing homelessness with a full range of emergency and stabilizing services, including overnight shelter, day center support and case management. This proposal supports the purchase costs of a property that will allow FHN to combine their Overnight Shelter and Day Center at the same location for families with children experiencing homelessness.

Fort Collins Habitat for Humanity - Bloom Cottages

Request: $900,000	**Recommendation:** $0	**Percentage:** 0%

Habitat for Humanity helps low-income families from 50%-80% Area Median Income realize homeownership by offering 0% interest loans with payments that don't exceed 28% of a family's income. This proposal supports the land acquisition and building costs of 8 homes in the new Bloom development.

Housing Catalyst - North Howes Development

Request: $1,500,000	**Recommendation:** $0	**Percentage:** 0%

Housing Catalyst is a Fort Collins, mission-driven real estate developer that designs, builds and serves communities with homes that are affordable in Northern Colorado. This proposal supports the development costs associated with the construction of 75 new multi-family rental units that will serve low-income households from 0%-80% of the Area Median Income.

Housing Catalyst - Redtail Ponds Debt Relief

Request: $1,000,000	**Recommendation:** $282,373	**Percentage:** 28%

Housing Catalyst is a Fort Collins, mission-driven real estate developer that designs, builds and serves communities with homes that are affordable in Northern Colorado. This proposal reduces long-term debt at Redtail Ponds, which provides 60 units of Permanent Supportive Housing for people exiting homelessness (0%-50% of the Area Median Income).

Housing Catalyst - Villages Preservation

Request: $1,500,000	**Recommendation:** $1,500,000	**Percentage:** 100%

Housing Catalyst is a Fort Collins, mission-driven real estate developer that designs, builds and serves communities with homes that are affordable in Northern Colorado. This proposal supports the costs associated with the rehabilitation of 80 multi-family rental units that serve low-income households from 0%-60% of the Area Median Income.

Volunteers of America - Handyperson Program

Request: $45,000	**Recommendation:** $45,000	**Percentage:** 100%

Volunteers of America (Fort Collins) provides services to seniors (60+) who are frail and/or home-bound and persons with disabilities to help them remain healthy, safe, socially connected and independent in their homes as long as possible. The Handyperson program provides safety repairs and accessibility modifications to homes occupied by VOA clientele.

CDBG PUBLIC SERVICE

Catholic Charities - Samaritan House 24/7 Emergency Shelter

Renewal: $71,322	**Recommendation:** $71,322	**Percentage:** 100% 41% of Available CDBG PS $

Catholic Charities provides shelter, food, case management, resource navigation, benefits application assistance, and transitional housing help in support of the homeless and near homeless. This program provides emergency overnight shelter, two meals and support services for women & families with children.

Crossroads Safehouse - Emergency Shelter

Renewal: $71,322	**Recommendation:** $71,322	**Percentage:** 100% 41% of Available CDBG PS $

Crossroads Safehouse operates a domestic violence shelter providing emergency housing, crisis intervention and other services and outreach.

Family Housing Network - Shelter Programs

Renewal: $31,311	**Recommendation:** $31,311	**Percentage:** 100% 18% of Available CDBG PS $

Family Housing Network supports families experiencing homelessness with a full range of emergency and stabilizing services, including overnight shelter, day center support and case management.

AFFORDABLE HOUSING BOARD (AHB)

CITY OF FORT COLLINS • BOARDS AND COMMISSIONS

April 22, 2026

From: Affordable Housing Board, Vice Chair – Claire Bouchard

To: Human Service and Housing Funding Board

Re: Ranking of Housing Applications in the 2026 Competitive Process

The Affordable Housing Board met on April 9, 2026 and discussed the 7 Housing applications and ranked them in the following priority order:

Final Ranking order:

1. HO-2 Family Housing Network – Overnight & Day Shelter
2. HO-6 Housing Catalyst – Villages Preservation
3. HO-3 Fort Collins Habitat for Humanity – Bloom Cottages
4. HO-5 Housing Catalyst – Debt Relief
5. HO-7 Volunteers of America- Handyman Program
6. HO-4 Housing Catalyst -North Howes
7. HO-1 CARE Communities Greenbriar-Fairbrooke Rehab

Comments: All applications should proceed. Valuable and diverse projects. Board struggled with current needs versus future needs. Also, the fact that we need to both add new units and preserve existing affordable units.

HO-1 Family Housing Network- Overnight & Day Shelter

Pros-

- Serves unique and vulnerable population (homeless families)
- Ready to proceed
- Increases capacity of proven program
- Location
- City investment could attract other funders

Cons-

- Capital campaign going well so City funding may not be essential

HO-6 Housing Catalyst Villages Preservation

Pros-

- Generally, preservation is important
- Age of units supports need for renovation
- Serving low AMIs
- Increases resident livability

Cons-

- Possibly could wait- no immediate health and safety concerns
- Dependent on tax credit award

HO-3 Fort Collins Habitat for Humanity -Bloom Cottages

Pros-

- Supports homeownership
- Ready to proceed
- Integrated into Mixed Use and Mixed Income Community
- New units and diverse housing types
- Target AMIs represent low end for home ownership

Cons-

- Small number of new units
- Big per unit investment
- Getting harder to qualify applicants
- Have good appeal to volunteers and philanthropy and may not need as much financial support from City

HO-5 Housing Catalyst Debt Relief

Pros-

- Innovative solution to solving unforeseen problems
- PSH critical and life changing
- Very low targeted AMIs and vulnerable people who require services to be successful in housing
- Acknowledgement that services are hard to fund
- Creates savings in long run and uses HC funds better

Cons-

- No new units and housing not at risk
- Could accept less funding and still leverage City support
- Could seek funding for services from next year's human services competitive process
- Not critically time sensitive and federal funding could come back – maybe a temporary situation

HO-7 Volunteers of America- Handyperson Program

Pros-

- Supports homeownership and aging in place
- Not a big ask

Cons-

- Not enough funding is available to fund all requests

HO-4 Housing Catalyst -Downtown North Howes

Pros-

- Diversity of AMIs planned
- Location
- New units

Cons-

- Not ready to proceed
- Needs additional funding from City which is uncommitted
- Can wait until next year's Competitive Process

HO-1 CARE Communities- Greenbrier-Fairbrooke Rehab

Pros-

- Generally, preservation is important
- Incomes under 60% AMI
- Increase livability

Cons-

- Not ready to proceed
- No health & safety issues
- Less units and higher AMI than Villages rehab
- Can wait until next year's Competitive Process

FUNDING DELIBERATION REMARKS FROM THE HUMAN SERVICES & HOUSING FUNDING BOARD

April 29, 2026

"I believe that all of these projects are worthwhile. When ranking them, I considered how many units would be created/preserved, special needs of the residents, readiness to proceed, and other unique aspects of each project."

"Maintaining our inventory of affordable housing is extremely important."

"These are all very good proposals for important projects. They deserve support. In a world of limited resources, I prioritized maintaining current affordable units and adding to our affordable housing inventory."

"I put preservation at the top, and there were two really good preservation projects."

"I had to look at the actual people living there, and everyone that is low income may not plan to be low income forever, and they have aspirations and goals, and therefore if you are working 2 or 3 jobs, you have no money, you get disrespected, you have so many life events…you ought to be able to come home to a decent place to live, and that is where you are going to get your calm and motivation that helps you get up and go the next day. Would you want to come home to this each day? You may not feel so motivated. Your home affects your mental health, as well. We need to pay more attention to the actual residents who have to live in these conditions, and just giving them a roof over their heads is just not enough."

"I don't think any of these are bad programs…and I was taking into consideration what AHB said, and how we can be stewards of the actual dollars."

"Highest importance was given to housing preservation, but then I also took into consideration the Affordable Housing Board's comments and it made sense to me to group the proposals so that the first representation of different housing options, I was also mindful of other diverse projects."

"Preservation was really important, and I also tried to diversify to make sure other housing options were given favor."

"I was looking at diversity of different missions, as well as turnkey ready, and number of folks served."

Competitive Funding Process:

Rules of Procedure 2026

Affordable Housing

Role of the Human Services & Housing Funding Board (HSHFB)
The Human Services and Housing Funding Board reviews all affordable housing applications, participates in all public engagement opportunities with applicants, convenes to discuss the proposals, and deliberates proposal rankings. HSHFB makes the final recommendations for funding for all CDBG, HOME and Affordable Housing Fund dollars. HOME funds (by federal regulations) and Affordable Housing Fund dollars are restricted to affordable housing projects and programs. The majority (65%) of CDBG funds are earmarked to support affordable housing but also offer wider potential usages including: public facilities, infrastructure, and economic development, depending on the priorities set forth in the current Consolidated Plan. Up to 15% of CDBG can be allocated to public service projects and programs.

Role of the Affordable Housing Board
The Affordable Housing Board reviews all affordable housing applications, participates in all public engagement opportunities with applicants, convenes to discuss the proposals, and provides a non-binding priority ranking of those proposals to the Human Services and Housing Funding Board. This prioritized ranking is also included in the AIS that Council receives.

Role of City Council
City Council will receive the recommendations for the Competitive Process as a Resolution for consideration. This will include a listing of the projects, recommended funding amounts, and composition of funding sources. Council maintains authority to approve, modify or disapprove of the funding recommendations.

Materials & Engagement with Applicants

- Full Application Materials - printed and available online for review
- Presentations from Applicants - video recordings
- Q&A Session with Applicants - joint meeting between HSHFB and AHB, and 15-min Q&A with each applicant

Prioritization
The City's HUD Consolidated Plan goals are equally prioritized within the annual funding process:

- Increase the supply of affordable housing units
- Preserve existing affordable housing
- Provide emergency sheltering and services

Evaluation Criteria & Guiding Factors

- Alignment with HUD Consolidated Plan Goals
- Market Analysis
- Developer Capacity, Experience & Prior Performance
- Maximizing Funds
- Alignment with Housing Strategic Plan
- Affordable Housing Underwriting Guidelines
- Leverage Provided from City Funds
- Individual Assessment of Proposal Merits
- Vulnerable Populations: seniors, disability, unhoused, mobile home parks, etc.

Funding Deliberations
The HSHF Board is responsible for making funding recommendations to City Council for their approval.

The HSHF Board will formulate their final funding recommendations on the evening of Wednesday, April 29, 2026 beginning at 5:30pm in the Colorado River Room at 222 Laporte Avenue in Fort Collins.

The HSHF Board's recommendations will follow a prioritized ranking process, which City staff will facilitate.

The HSHF Board members will be instructed to individually complete a worksheet in advance of April 29 that will document their:

- favor/disfavor of funding each individual proposal
- comments and rational for their favor/disfavor of funding each individual proposal
- preferred ranked order of the proposals they have elected to favor/support
- comments and rational for each proposal's ranked position
- additional comments for their overall rankings

At the April 29 deliberation meeting, the HSHFB members will be required to individually discuss and collectively vote on their favor/disfavor of funding each proposal. A majority vote in favor of funding a proposal will advance that proposal to the ranked order process. Tie votes will not advance. Board members may choose to change their favor/disfavor "worksheet" preference prior to the Board's final vote and will be asked to provide explanation.

After each proposal has been voted on for favor/disfavor of funding, those proposals that were favorably supported will be placed in a ranked order. This will entail each HSHFB member voicing their individual ranked order of the remaining proposals, as well as explanation and rational for each proposal's ranked position. Proposals that were not advanced for ranking should not be discussed, and the proposals below them will be 'pulled up' to the next position in the ranked order.

Staff will document and display point assignments for each proposal as follows:

Ranked Position: 1	Points Awarded: 1
Ranked Position: 2	Points Awarded: 2
Ranked Position: 3	Points Awarded: 3
Ranked Position: 4	Points Awarded: 4
Ranked Position: 5	Points Awarded: 5
Ranked Position: 6	Points Awarded: 6
Ranked Position: 7	Points Awarded: 7

After each HSHFB member discloses their individual ranked order, the point totals for each proposal will be used to determine the baseline ranked order of the HSHF Board for discussion. The proposal with the lowest score will be placed in the first position of the ranked order; second lowest score will be placed in the second position of the ranked order and so forth. Tie scores will be placed in the same ranked position for discussion purposes.

This baseline ranked order is non-determinative and may be modified. The HSHF Board will be invited to discuss their collective ranked order and share any observations, concerns, suggestions for revision, questions, and other considerations. Explanation must be provided by any Board member suggesting a repositioning of a proposal in the ranked order. Various 'sandbox' rankings can be created in real time for the Board to view how various ranking scenarios might be arranged. If funding exclusions within a proposal's budget are recommended by the Board, those will be documented.

Following thorough dialogue and deliberation, the HSHF Board will be asked to vote on a final ranked order slate. This final ranked order slate will be advanced to City Council for funding consideration.

The Board will consider the full amount of the request for all development/rehabilitation projects. Proposals for ongoing programs/services can proceed with reduced funding if necessary.
The Board will recommend a final ranked priority list which will include the maximum funding amount supported. Funds will then be distributed in order based on source and project eligibility. Funds will cascade down to the next available project until no more funds are available to allocate. Once all available funding has been exhausted, projects that ranked too low to receive available funding will have $0 funding recommendation.

Applicants are welcome to attend the meeting. Final recommendations are not confirmed until the end of the meeting, which can take several hours. Applicants will be notified of the outcome of the Board's deliberation session within a week.

Timeline

Date	Activity / Deliverable	Details
Tuesday, January 6, 2026	Application available online	ZoomGrants online system
Monday, February 2, 2026	Pre-Application due by 11:59 PM MST	Full application is 'unlocked' after the Pre-Application is reviewed and approved.
Friday, February 20, 2026	Application Deadline	Submitted by 11:59 PM MST
Friday, March 6, 2026	Application Materials Released to HSHFB and AHB Members	Printed workbooks & ZoomGrants online access
Friday, March 13, 2026	Presentation video recordings shared with HSHFB & AHB	
Thursday, March 26, 2026	Joint Work Session: HSHFB & AHB members - Application Review + Q&A with Applicants	Applicants meet in-person with Boards for 15-minute Q&A. Open to the public at 5:30pm.
Wednesday, April 8, 2026	HSHF Board Initial Review	No funding recommendations Open to the public at 5:30pm 222 Laporte Avenue
Thursday, April 9, 2026	Affordable Housing Board Ranking Meeting	No funding recommendations Open to the public at 4:00pm
Wednesday, April 22, 2026	Joint Work Session: HSHFB & AHB members – AHB presents and discussed their rankings to HSHFB	No funding recommendations Open to the public at 5:30pm 222 Laporte Avenue
Wednesday, April 29, 2026	HSHF Board Ranking & Funding Deliberations	Funding recommendations Open to the public at 5:30pm 222 Laporte Avenue – Fort Collins
Tuesday, June 16, 2026	City Council Meeting	Consideration of the funding recommendations at 6:00pm at City Hall – Fort Collins

Competitive Funding Process:
Rules of Procedure 2026
CDBG Public Service

Role of the Human Services & Housing Funding Board (HSHFB)
The Human Services and Housing Funding Board reviews all CDBG Public Service renewal applications, convenes to discuss the proposals, and deliberates the recommendation or potential revisions to the funding awards. HSHFB makes the final recommendations for funding for all CDBG dollars. The majority (65%) of CDBG funds are earmarked to support affordable housing but also offer wider potential usages including: public facilities, infrastructure, and economic development, depending on the priorities set forth in the current Consolidated Plan. Up to 15% of CDBG can be allocated to public service projects and programs.

Role of City Council
City Council will receive the recommendations for the Competitive Process as a Resolution for consideration. This will include a listing of the projects, recommended funding amounts, and composition of funding sources. Council maintains authority to approve, modify or disapprove of the funding recommendations.

Materials & Engagement
- Original Application Materials from FY2025
- Renewal Application Request FY2026
- Funding Recommendation Staff Summary
- Presentation from City staff

Evaluation Criteria & Guiding Factors
The City of Fort Collins awarded funding to CDBG Public Service programs in spring 2025 from its federal HUD allocation dedicated towards activities that advance CDBG goals and priorities.

Eligible proposals were evaluated by the City's HSHFB in April 2025 using a criteria-based scorecard and ranking process.

For all CDBG Public Service applications, clear alignment is required with the City of Fort Collins' 2025-2029 Consolidated Plan goal of providing emergency sheltering and services.

Funding Amounts
When applying in 2025, organizations chose from four funding amounts that were predetermined by City staff.

$ 25,000	$ 40,000	$ 55,000	$ 70,000

These funding amounts were later converted by City staff into a percentage of available HUD/CDBG dollars. The HSHF Board's recommendation for each program will again be for a percentage of the entire available HUD/CDBG funding (unless true budget amounts are known at the time of deliberations in late April). Since the HUD/CDBG funding award the City receives each year is variable, the annual amount each program receives will also have some variability, but the percentage will be consistent year-to-year.

Approximately $165,000 - $180,000 is anticipated to be awarded each year.

Annual award amounts may also be reduced or eliminated due to non-performance.

Funding Commitment
Organizations that were awarded CDBG funding in 2025 will not compete for funding in FY26, FY27, FY28 or FY29. Instead, these grants will be awarded as a percentage of the available CDBG Public Service funds and that allocation ratio will remain consistent each fiscal year. Grants will be awarded on a multi-year basis covering the following fiscal years:

- FY25 October 1, 2025 – September 30, 2026
- FY26 October 1, 2026 – September 30, 2027
- FY27 October 1, 2027 – September 30, 2028
- FY28 October 1, 2028 – September 30, 2029
- FY29 October 1, 2029 – September 30, 2030

To receive funding, an organization needed to apply in 2025 and be selected as a CDBG-eligible subrecipient to carry out eligible Public Service activities on behalf of the City of Fort Collins.

As each sequential fiscal year approaches, the City develops a renewal application and agreement with updated terms, work scope and finalized dollar amounts for the coming funding term.

In spring 2030, a new application process will be opened to commit funding aligned to the next HUD Consolidated Plan for FY30-FY34 and all grantees will reapply for competitive funding then.

Funding Renewal Deliberations
The HSHF Board is responsible for making funding recommendations to City Council for their approval.

The HSHF Board will formulate their final funding recommendations on the evening of Wednesday, April 29, 2026 beginning at 5:30pm in the Colorado River Room at 222 Laporte Avenue in Fort Collins.

During years when renewal applications for the CDBG Public Services funds are submitted by eligible programs, staff will provide the Board with a summary of program profiles, funding amounts and grant performance assessments to-date. The Board may vote to adopt the recommended funding formula or, alternatively, may elect to change the funding distribution for any of the following circumstances:

1) CDBG subrecipient does not fully expend their grant funds; or
2) does not comply with terms of their agreement (ex: significant reduction in clients served); or
3) is unable to comply with federal requirements.

At the April 29 deliberation meeting, the HSHFB members will be required to discuss and collectively vote on their favor/disfavor of renewing each proposal's funding.

Applicants are welcome to attend the meeting. Final recommendations are not confirmed until the end of the meeting. Applicants will be notified of the outcome of the Board's deliberation session within a week.

Timeline

Date	Activity / Deliverable	Details
Tuesday, February 24, 2026	Application available online	ZoomGrants online system
Friday, March 27, 2026	Application Deadline	Submitted by 11:59 PM MST
Wednesday, April 8, 2026	Application Materials Released to HSHFB	Printed materials & digital copies
Wednesday, April 29, 2026	HSHF Board Funding Deliberations with Staff Presentation	Funding recommendations Open to the public at 5:30pm 222 Laporte Avenue – Fort Collins
Tuesday, June 16, 2026	City Council Meeting	Consideration of the funding recommendations at 6:00pm at City Hall – Fort Collins

Approved by a vote of the HSHF-Board on 04/08/2026

MINUTES

CITY OF FORT COLLINS • BOARDS AND COMMISSIONS

HUMAN SERVICES AND HOUSING FUNDING BOARD
SPECIAL MEETING

Wednesday, April 29, 2026 – 5:30 PM

In-person at 222 Laporte Avenue – Colorado River Room with an Online Viewing Option

1. CALL TO ORDER: 5:38 PM

2. ROLL CALL

- Board Members Present –
  - Erma Woodfin, Chair
  - Lori Warren, Vice Chair
  - Kimberly Conner
  - Elizabeth Lok
  - Olga Duvall
  - Mike Kulisheck
  - Chris Coy

- Board Members Excused –
  - Christine Koepnick

- Staff Members Present –
  - Adam Molzer, Staff Liaison, Housing & Community Vitality – City of Fort Collins
  - Sue Beck-Ferkiss, Housing & Community Vitality – City of Fort Collins
  - Beth Rosen, Housing & Community Vitality – City of Fort Collins
  - Vanessa Fenley, Housing & Community Vitality – City of Fort Collins
  - Chad Wright, Housing & Community Vitality – City of Fort Collins
  - Marcy Yoder, Housing & Community Vitality – City of Fort Collins

- Guest(s) –
  - Tatiana Zentner
  - Carly Johansson
  - Michele Christensen
  - Annette Zacharias
  - Steve Kuehneman
  - Ashley Calvert
  - Hazel Boeke
  - Kristin Candella

Due to the duration and extent of the funding deliberations, the summary of the meeting reflected in the minutes below may not include all details of the HSHF Board's discussion. For further information, details and insight and video recording, contact the HSHF Board staff liaison.

3. **AGENDA REVIEW** – Adam Molzer reviewed the agenda. The Board accepted the agenda without modification.

4. **APPROVAL OF MINUTES –** April 8, 2026 Regular Meeting & April 22, 2026 Joint Meeting with AHB

   Olga Duvall motioned to approve the April 8, 2026 meeting minutes as presented. Lori Warren seconded. Approved 7-0.

   Olga Duvall motioned to approve the April 22, 2026 meeting minutes as presented. Elizabeth Lok seconded. Approved 7-0.

5. **NEW BUSINESS**
   - **Deliberations to Formulate Funding Recommendations –** CDBG Public Service FY26 Renewal Funding

   - Adam Molzer provided a review of the deliberations protocol and funding available: CDBG Public Service - $173,956. A total of 3 CDBG renewal proposals were submitted.

   - Tamra Leavenworth provided an explanation of the funding renewal process and performance of each applicant and eligible CDBG allocation for FY26. The funding commitment was for the recommended percentage of the total CDBG Public Service funds available, rather than a specific dollar amount. The Consolidated Plan goal targeted for these funds is: Provide emergency sheltering & services.

   - Olga Duvall motioned to support funding for CDBG 1-Catholic Charities – Samaritan House Fort Collins Shelter at $71,322 (equivalent of approx. 41% of available CDBG Public Service funds). Erma Woodfin seconded. Approved 6-0. 1 recusal - Lori Warren.

   - Erma Woodfin motioned to support funding for CDBG 2-Crossroads Safehouse – Domestic Violence Emergency Shelter at $71,322 (equivalent of approx. 41% of available CDBG Public Service funds). Kimberly Conner seconded. Approved 6-0. 1 recusal - Lori Warren.

   - Olga Duvall motioned to support funding for CDBG 3-Family Housing Network – Shelter Programs at Family Housing Network at $31,312 (equivalent of approx. 18% of available CDBG Public Service funds). Chris Coy seconded. Approved 6-0. 1 recusal - Lori Warren.

   - **Deliberations to Formulate Project Ranked Order for Funding –** Affordable Housing

   - Adam Molzer shared the following process improvements:
     - Learning Series Presentations – Housing Specific (Oct.-Mar.)
     - Longer Application Window
     - Additional Details in Application Guide
     - Clearer Meeting Dates/Times Communicated to Applicants
     - In-Person Q&A with Applicants
     - Additional Joint Meeting for HSHF & AHB (in-person x2)
     - Direct Presentation of AHB Rankings to HSHF + Discussion

- Score-Based Ranking Process to Create Baseline Ranking
- Requirements for Explaining Favor/Disfavor and Rankings
- Funding Processes This Year Only for Housing & CDBG-PS

- A total of 7 proposals were submitted, requesting $6.945 million total for housing projects and programs. Adam Molzer explained that the Board would first vote to support funding for each project, then rank each project in priority order.

- Beth Rosen provided an overview of the funding considerations and encouraged Board members to consider how each project relates to the Housing Strategic Plan and Consolidated Plan goals when making decisions. Funds will be allocated for the full request, and the funds will cascade down until all funding is expended.

- The Board then engaged in the ranking process by first being asked whether they support funding each project in ranked order. Each Board member was asked to express favor or disfavor and explain why.

- HO-1 CARE Communities Greenbriar-Fairbrooke Heights – 7 in favor. HO-1 will advance for ranking.

- HO-2 Family Housing Network Day/Overnight Shelter – 7 in favor. HO-2 will advance for ranking.

- HO-3 Habitat for Humanity Bloom Cottages – 5 in favor, 2 in disfavor. HO-3 will advance for ranking.

- HO-4 Housing Catalyst N Howes – 5 in favor, 2 in disfavor. HO-4 will advance for ranking.

- HO-5 Housing Catalyst PSH – 7 in favor. HO-5 will advance for ranking.

- HO-6 Housing Catalyst Villages – 7 in favor. HO-6 will advance for ranking.

- HO-7 Volunteers of America Handyperson – 6 in favor, 1 in disfavor. HO-7 will advance for ranking.

- Each Board member then was asked to share their individual ranked order for the 7 proposals and explain why. The point totals for each proposal were then used to determine the baseline ranked order of the HSHF Board for discussion. The proposal with the lowest score was placed in the first position of the ranked order; second lowest score was placed in the second position and so forth. Tie scores were placed in the same ranked position for discussion purposes.

- The baseline ranked order was as follows:

HO-2 Family Housing Network: Shelter	Points Awarded: 18
HO-6 Housing Catalyst: Villages	Points Awarded: 19
HO-5 Housing Catalyst: PSH & HO-1 CARE Communities:	Points Awarded: 26 ***TIED***
HO-3 Habitat for Humanity: Bloom Cottages	Points Awarded: 31
HO-7 Volunteers of America: Handyperson	Points Awarded: 33
HO-4 Housing Catalyst: N.Howes	Points Awarded: 43

- The Board discussed the baseline order and then collaboratively re-positioned a few projects to reflect the group's final prioritization of proposals and to maximize funding.
- Erma Woodfin motioned to recommend allocating funding to all supported projects in rank order until the funds are exhausted. If a project later withdraws their proposal, funding would be made available to the next eligible prioritized project. Olga Duvall seconded. The final priority ranking list was presented as follows:

  Priority #1: HO-2 Family Housing Network – Overnight & Day Shelter

  Priority #2: HO-6 Housing Catalyst – Villages Preservation

  Priority #3: HO-1 CARE Communities – Greenbriar-Fairbrooke Rehab

  Priority #4: HO-7 Volunteers of America – Handyperson Program

  Priority #5: HO-5 Housing Catalyst – PSH Debt Relief

  Priority #6: HO-3 Fort Collins Habitat for Humanity – Bloom Cottages

  Priority #7: HO-4 Housing Catalyst – Downtown North Howes

Erma Woodfin motioned to pass the FY26 Affordable Housing prioritization as presented. Chris Coy seconded. Approved 7-0.

6. BOARD MEMBER REPORTS

- Olga Duvall shared that the Housing Challenges Report launch event is next week on May 5th.
- Elizabeth Lok shared her appreciation for the streamlined funding process, highlighting the two Board collaboration and discussions.

7. STAFF REPORTS

- The next HSHF meeting is May 13th. Councilmember Amy Hoeven will attend for the first 30 minutes.
- Adam Molzer recognized Olga Duvall for her 8 years of service to the Board and presented a recognition certificate on behalf of City Council.

8. ADJOURNMENT

- **Meeting was adjourned at 7:26 pm.**

Minutes approved by the Chair and a vote of the Board on 05/13/2026.

RESOLUTION 2026-078
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING THE PROGRAMS AND PROJECTS THAT WILL RECEIVE FUNDS FROM THE FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, THE HOME INVESTMENT PARTNERSHIPS PROGRAM, AND THE CITY'S AFFORDABLE HOUSING FUND

A. The Community Development Block Grant ("CDBG") Program and the Home Investment Partnerships ("HOME") Program are ongoing grant administration programs funded by the United States Department of Housing and Urban Development ("HUD").

B. The City has received CDBG Program funds since 1975 and HOME program funds since 1994.

C. City Council has budgeted Affordable Housing Fund ("AHF"), Human Services Program ("HSP"), and Homeless Response Program ("HRP") monies from the General Fund and from the General Fund 0.25% Other Community Priorities for use in assisting affordable housing programs and projects and community development activities.

D. On January 18, 2000, City Council adopted Resolution 2000-013, formally adopting a competitive process for the allocation of City financial resources to affordable housing programs and projects and community development activities. On January 20, 2015, City Council adopted Resolution 2015-009, adopting a revised competitive process that changed the process from two annual funding cycles, in the spring and fall, to one funding cycle in the spring, with the fall funding cycle being optional and used only when funds are available that were not allocated in the spring or were returned to the City.

E. The Human Services and Housing Funding ("HSHF") Board reviewed applications for the current funding cycle, listened to presentations by applicants, and asked clarifying questions. The current funding cycle includes Fiscal Year 2026 funding for Housing, CDBG Public Service, and Planning and Administration. City Council considered funding for Fiscal Year 2026 for HSP, HRP and a portion of CDBG Public Service funding and made those allocations through Resolution 2025-065.

F. In the Housing category, the HSHF Board reviewed priority rankings from the Affordable Housing Board, the goals of the Affordable Housing Strategic Plan, and the priorities of the HUD-required Five-Year Consolidated Plan. The HSHF Board also held two joint meetings with the Affordable Housing Board to consider housing proposals and rankings.

G. In the CDBG Public Service category, the HSHF considered the performance of current grantees, the priority areas of the Human Services and

Homelessness Priority Platforms, community needs, and the program's potential to address community needs.

H. The HSHF Board met on April 29, 2026, to deliberate and prepare a recommendation to City Council as to which programs and projects should be funded.

I. As required by HUD regulations and the City's Citizen Participation Plan, a 30-day comment period began on May 15, 2026, and any comments will be recorded and reported to HUD in August.

J. City Council has considered the recommendations of the HSHF Board and has determined that the City's CDBG, HOME, an AHF allocation should be made as set out in this Resolution.

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

Section 1. City Council hereby authorizes City staff to submit an application to HUD based on the following recommended funding allocations:

Planning and Administration Category

Application Project/Program	Funding Request	Recommended Funding 2026	Unfunded Balance	Percent of Request Funded
City of Fort Collins: CDBG Planning/Administration	$ 227,745	$ 227,745	$ 0	100%
City of Fort Collins: HOME Planning/Administration	$ 78,152	$ 78,152	$ 0	100%
City of Fort Collins: Affordable Housing Fund	$ 41,125	$ 41,125	$ 0	100%
Planning/Administration Total	**$ 347,022**	**$ 347,022**	$ 0	100%

Housing Category

Applicant Project/Program	Funding Request	HSHFB's Prioritized Ranking	Recommended Funding PY26	Unfunded Balance	Percent of Request Funded
CARE Communities: Greenbriar-Fairbrooke Heights Rehab	$ 1,500,000	# 3	$ 1,500,000	$ 0	100%
Family Housing Network: 811 E. Myrtle Shelter Acquisition	$ 500,000	# 1	$ 500,000	$ 0	100%

Fort Collins Habitat for Humanity: Bloom Cottages	$ 900,000	# 6	$ 0	$ 900,000	0%
Housing Catalyst: North Howes Development	$ 1,500,000	# 7	$ 0	$ 1,500,000	0%
Housing Catalyst: Redtail Ponds Debt Relief	$ 1,000,000	# 5	$ 282,373	$ 717,627	28%
Housing Catalyst: Villages Preservation	$ 1,500,000	# 2	$ 1,500,000	$ 0	100%
Volunteers of America: Handyperson Program	$ 45,000	# 4	$ 45,000	$ 0	100%
Housing Total	**$ 6,945,000**		**$ 3,827,373**	**$ 3,117,627**	

CDBG Public Service Category

[Note: These programs are eligible to receive a proportional share of the CDBG Public Service ("CDBG/PS") funds, which will be renewed annually until the City's current HUD consolidated Plan expires in September 2030.]

Applicant Project/Program	Funding Request	HSHFB's Recommended Funding 2026	Unfunded Balance	Percent of CDBG Public Service Funds	Applicant Project/Program
Catholic Charities: Samaritan House 24/7 Emergency Shelter Operations	$ 71,322	$ 71,322	$ 0	41%	Catholic Charities: Samaritan House 24/7 Emergency Shelter Operations
Crossroads Safehouse: Domestic Violence Emergency Shelter	$ 71,322	$ 71,322	$ 0	41%	Crossroads Safehouse: Domestic Violence Emergency Shelter
Family Housing Network: Shelter Programs	$ 31,311	$ 31,311	$ 0	18%	Family Housing Network: Shelter Programs
Public Service Total	**$ 173,955**	**$ 173,955**	$ 0		**Public Service Total**

Section 2. Subject to the appropriation of funds by City Council, City Council hereby authorizes the City Manager to execute any agreements necessary to implement the funding allocations described herein on terms and conditions consistent with this Resolution, along with such additional terms and conditions as the City Manager, in consultation with the City Attorney, deems necessary or appropriate to protect the interests of the City.

Section 3. This Resolution shall not be construed as constituting City Council approval, support for approval, or waiver of any City regulatory requirement, including any development application process whether in administrative or quasi-judicial review, for any project referenced herein.

Passed and adopted on June 16, 2025.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: June 16, 2025
Approving Attorney: Ted Hewitt

Exhibits: None

File Attachments for Item:

21. Resolution 2026-079 Approving the Boundaries of a Proposed Expansion Area of the City to be Submitted to the Director of the Colorado Office of Economic Development for Designation as the Fort Collins CHIPS Zone Under the Colorado CHIPS Zone Act.

The purpose of this item is to extend the City's designated CHIPS Zone to enhance opportunities to attract new companies or expand existing companies in Fort Collins whilst State and Federal tax incentives are still available. Pursuant to State and Federal laws and incentive programs, the City established a CHIPS Zone Designation in 2023 in areas with existing semi-conductor business activities and in areas where such activities were likely to occur via expansion or relocation of companies.

June 16, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Jack Hill, Lead Specialist, Economic Health Office

SUBJECT

Resolution 2026-079 Approving the Boundaries of a Proposed Expansion Area of the City to be Submitted to the Director of the Colorado Office of Economic Development for Designation as the Fort Collins CHIPS Zone Under the Colorado CHIPS Zone Act.

EXECUTIVE SUMMARY

The purpose of this item is to extend the City's designated CHIPS Zone to enhance opportunities to attract new companies or expand existing companies in Fort Collins whilst State and Federal tax incentives are still available. Pursuant to State and Federal laws and incentive programs, the City established a CHIPS Zone Designation in 2023 in areas with existing semi-conductor business activities and in areas where such activities were likely to occur via expansion or relocation of companies.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

In July 2022, Congress passed the CHIPS and Science Act of 2022 (the "CHIPS Act") as part of President Biden's economic plan to invest in America, stimulate private sector investments, strengthen domestic semiconductor manufacturing, fortify the economy and national security, and reinforce America's chip supply chain. The United States invented the semiconductor but today produces about 10 percent of the world's supply. Seventy-five percent of semiconductors are made in East Asia. The CHIPS Program Office was then formed within the National Institute of Standards and Technology (NIST) at the Department of Commerce.

Semiconductors, or chips, are tiny electronic devices that are integral to America's economic and national security. These devices power tools as simple as a light switch and as complex as a fighter jet or a smartphone. Semiconductors power our consumer electronics, automobiles, data centers, critical infrastructure, and virtually all military systems. They are also essential building blocks of the technologies that will shape our future, including intelligence, biotechnology, and clean energy. (For additional information, please see resources and information published on the "Chips for America" website at https://www.nist.gov/chips). U.S. industrial transition creates opportunity to adapt to new and existing demands, solidify supplier diversity and supplier development in semiconductors.

In 2023, the Colorado General Assembly passed HB23-1260, the Advanced Industry and Semiconductor Manufacturing Incentives (the "CHIPS Zone Act") to meet the requirement for Colorado's participation in

the federal government's CHIPS Act. This cooperative state-federal program, designed to bring microprocessor manufacturing out of China and back to the U.S., is intended to create a refund mechanism allowing a state tax credit based on a specified project in the state for qualified investments, business facility employees, and experiential activity research, in the hopes of spurring direct investments from private companies to Colorado.

Historically, Colorado has struggled to contribute matching funds required to be competitive for federal grant programs. Colorado's CHIPS Zone Act created new state incentives, as well as modified existing state tax credits to maximize federal government funding for private businesses engaged in semiconductor manufacturing in Colorado.

Process:

- A local government/municipality must propose an area for designation as a CHIPS Zone (Zone). The tax benefits of the Zones are only available to taxpayers engaged in semiconductor manufacturing, as that term is defined under the CHIPS Act.
- Semiconductor and advanced manufacturers must apply to the Colorado economic development commission (EDC) for a refund certificate approving their project and setting the maximum amount of income tax credits the manufacturer may claim as a refund in connection with the project.

The establishment of a CHIPS Zone in Colorado is similar to Enterprise Zones (EZ) Program, which establishes an area in which there may be tax credits for qualified investments, new employment, and R&D activities. In designated EZ areas, businesses are eligible for state income tax credits and sales and use tax exemptions for specific business investments. Colorado currently has 16 designated enterprise zones, including one in Fort Collins.

The semiconductor and advance manufacturing industry provide quality jobs in the Fort Collins area. The Economic Development Administration defines a quality job as a job that exceeds the local prevailing wage for an industry in the region, includes basic benefits (e.g., paid leave, health insurance, retirement/savings plans) and helps the employee develop the skills and experience necessary to advance along a career path. Under the North American Industry Classification System (NAICS) 334 Computer and Electronic Product Manufacturing, Fort Collins has 19 companies that employee over 2,500 employees and contribute over $100.6 million in direct payroll.

Colorado's CHIPS Zone Act was created to support semiconductor and advanced manufacturing in Colorado and requires the local jurisdictions to adopt resolutions for a CHIPS zone boundary for the State of Colorado's Economic Development Commission (EDC) to confirm. This zone is only available to taxpayers engaged in semiconductor manufacturing. The zone is industry specific versus company specific.

In 2023, Council, by approval of Resolution 2023-052, designated the current Fort Collins CHIPS Zone (see Attachments 1 and 2). City zoning of Employment, Harmony Corridor, and Industrial uses were the areas identified in the current Fort Collins CHIPS Zone to align with opportunities to develop semiconductor activities such as manufacturing, and research and development.

Resolution 2026-079, if adopted, would propose areas for an expanded Fort Collins Chips Zone to include additional commercial areas along I-25 between Mulberry and Prospect and direct the City Manager to prepare the necessary plans and proposals and to submit them to the Director of the Colorado Office of Economic Development for consideration of the EDC for approval.

CITY FINANCIAL IMPACTS

None.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS / LINKS

1. Resolution 2023-052 (copy)
2. Map of Current CHIPS Zone
3. Resolution 2026-079

RESOLUTION 2023-052
OF THE CITY COUNCIL OF THE CITY OF FORT COLLINS
APPROVING THE BOUNDARIES OF A PROPOSED AREA OF THE CITY TO BE SUBMITTED TO THE DIRECTOR OF THE COLORADO OFFICE OF ECONOMIC DEVELOPMENT FOR DESIGNATION AS A CHIPS ZONE UNDER THE COLORADO CHIPS ZONE ACT

WHEREAS, in 2022, the United States Congress enacted and President Biden signed the "Creating Helpful Incentives for Producing Semiconductors and Science Act" (the "CHIPS Act"); and

WHEREAS, the CHIPS Act will provide over $50 billion to be spent to strengthen and revitalize the Country's position in semiconductor research, development, and manufacturing; and

WHEREAS, this past May, the Colorado General Assembly adopted House Bill 23-1260 and in it added a new Article 36 to Title 39 of the Colorado Revised Statutes to be known as the CHIPS Zone Act; and

WHEREAS, the CHIPS Zone Act has been enacted to maximize the opportunity for Colorado businesses involved in the research, development, and manufacturing of semiconductors to access the federal dollars to be spent under the CHIPS Act and to also provide these businesses with certain state tax-credit incentives; and

WHEREAS, in order for such businesses in the City to obtain the benefits provided under the CHIPS Zone Act, the City must file with the Director of the Colorado Office of Economic Development (the "OED Director") the boundaries of a proposed area within the City to be designated as a "CHIPS Zone" and, with this proposed CHIPS Zone, to submit a "development plan" for the Zone containing the information required by the CHIPS Zone Act (the "Development Plan"); and

WHEREAS, the designated CHIPS Zone proposed for the City under the CHIPS Zone Act is the area south to north from Precision and Harmony Drive south to Vine Drive north and east to west from I-25 east to College Avenue west and has been chosen due to its large concentration of Employment, Harmony Corridor, and Industrial zoning which allow for the semiconductor activities intended for CHIPS Zones and depicted in the CHIPS Zone Map attached as Exhibit "A" and incorporated herein by reference (the "Proposed Zone"); and

WHEREAS, the CHIPS Zone Act provides that once the Proposed Zone and Development Plan are submitted to the OED Director, the Colorado Economic Development Commission (the "Commission") will then consider whether to approve the Proposed Zone as a designated CHIPS Zone under the CHIPS Zone Act; and

WHEREAS, the purpose this Resolution is to approve the boundaries of the Proposed Zone and to direct the City Manager to submit the Proposed Zone to the OED Director and to prepare the Development Plan to also be submitted to the OED Director for the Commission's designation of the Proposed Zone as a CHIPS Zone under the CHIPS Zone Act; and

WHEREAS, the City Council finds and determines that this Resolution and the designation of the Proposed Zone as a CHIPS Zone under the CHIPS Zone Act is in the City's best interest and necessary for the public's health, safety, and welfare.

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

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

Section 2. That the City Council hereby approves the Proposed Zone and directs the City Manager to prepare the Development Plan and to submit it and the Proposed Zone to the OED Director and request that the Proposed Zone be designated by the Commission as a CHIPS Zone under the CHIPS Zone Act.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 20th day of June, 2023.

Mayor

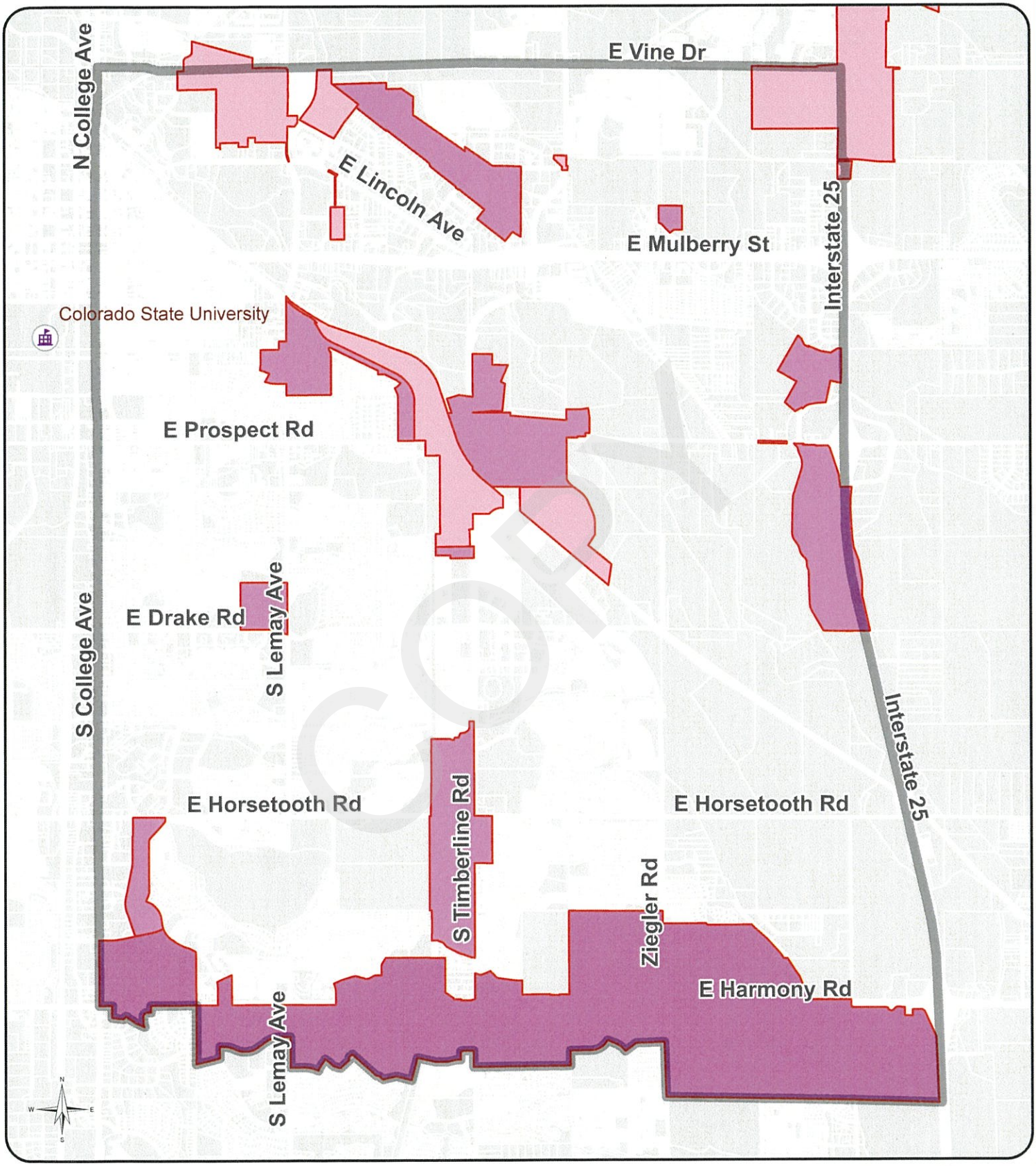
ATTEST:

Chief Deputy City Clerk

COPY

EXHIBIT A TO RESOLUTION 2023-052

Fort Collins CHIPS Zone



COPY

Employment (E)
Harmony Corridor (HC)
Industrial (I)

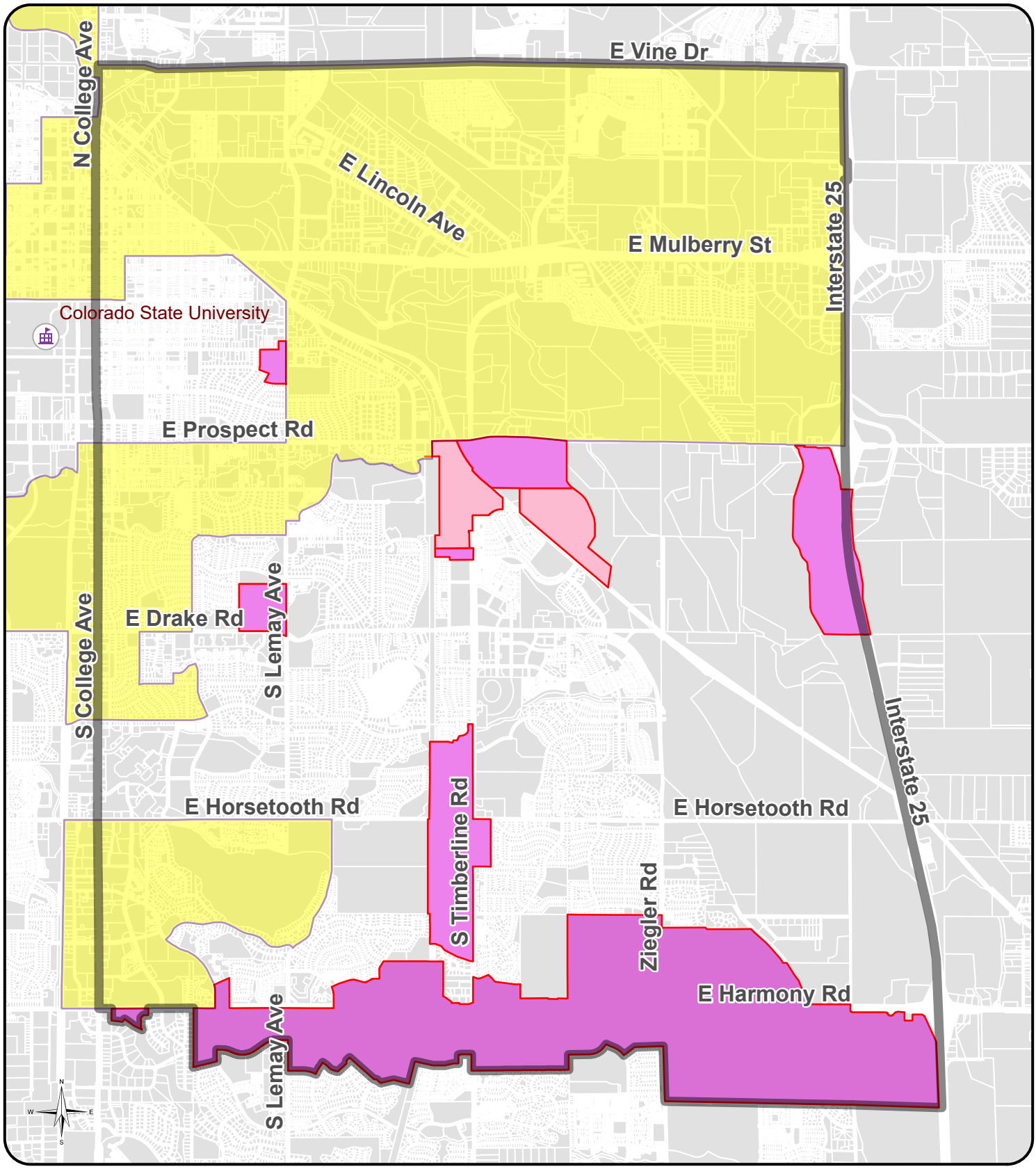
0 0.5 1 1.5 Miles

City of Fort Collins

Printed: June 12

Path: K:\ArcMapProjects\EconomicHealth\EconGeneralMapping\GeneralMapping.aprx

Fort Collins CHIPS Zone



Employment (E)
Harmony Corridor (HC)
Industrial (I)
State Enterprise Zones

0 0.5 1 1.5 Miles

City of Fort Collins

Printed: September 07

Path: K:\ArcMapProjects\EconomicHealth\EconGeneralMapping\GeneralMapping.aprx

RESOLUTION 2026-079
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING THE BOUNDARIES OF A PROPOSED EXPANSION AREA OF THE CITY TO BE SUBMITTED TO THE DIRECTOR OF THE COLORADO OFFICE OF ECONOMIC DEVELOPMENT FOR DESIGNATION AS THE FORT COLLINS CHIPS ZONE UNDER THE COLORADO CHIPS ZONE ACT

A. In 2022, the United States Congress enacted and President Biden signed the "Creating Helpful Incentives for Producing Semiconductors and Science Act" (the "CHIPS Act").

B. The CHIPS Act provides over $50 billion to strengthen and revitalize the Country's position in semiconductor research, development, and manufacturing.

C. In 2023, the Colorado General Assembly adopted House Bill 23-1260 to create the CHIPS Zone Act, which was designed to maximize the opportunity for Colorado businesses involved in the research, development, and manufacturing of semiconductors to access the federal dollars to be spent under the CHIPS Act and to also provide these businesses with certain state tax-credit incentives.

D. In order for such businesses in the City to obtain the benefits provided under the CHIPS Zone Act, the City must file with the Director of the Colorado Office of Economic Development (the "OED Director") the boundaries of a proposed area within the City to be designated as a "CHIPS Zone" and, with this proposed CHIPS Zone, to submit a "development plan" for the Zone containing the information required by the CHIPS Zone Act (the "Development Plan").

E. In 2023, by approval of Resolution No. 2023-052, City Council identified areas of the City from Precision and Harmony Drive (on the south), Vine Drive (on the north), and east to west from I-25 east to College Avenue as the proposed designated area, which was submitted to the OED Director and approved by the Colorado Economic Development Commission (the "Commission") as the Fort Collins CHIPS Zone (the "Current Zone").

F. In evaluating opportunities for additional investment opportunities in advanced manufacturing related to the semiconductor industry, as defined by the state of Colorado CHIPS Zone Act, City Council has identified additional commercial areas along I-25 between Mulberry and depicted in the "Fort Collins Chips Zone – Proposed Expansion Area #1" attached as Exhibit A and incorporated herein by reference (the "Proposed Expansion Zone").

G. The CHIPS Zone Act provides that once the Proposed Expansion Zone and Development Plan are submitted to the OED Director, the Commission will then consider whether to approve the Proposed Expansion Zone as a designated CHIPS Zone under the CHIPS Zone Act.

H. The purpose this Resolution is to approve the boundaries of the Proposed Expansion Zone and to direct the City Manager to submit the Proposed Expansion Zone to the OED Director and to prepare the Development Plan to also be submitted to the OED Director for the Commission's designation of the Proposed Expansion Zone as an expansion of the Fort Collins CHIPS Zone under the CHIPS Zone Act.

I. The City Council finds and determines that this Resolution and the designation of the Proposed Expansion Zone as a CHIPS Zone under the CHIPS Zone Act is in the City's best interest and necessary for the public's health, safety, and welfare.

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 City Council hereby approves the Proposed Expansion Zone and directs the City Manager to prepare the Development Plan and to submit it and the Proposed Zone to the OED Director and request that the Proposed Expansion Zone be designated by the Commission as a CHIPS Zone under the CHIPS Zone Act.

Passed and adopted on June 16, 2026.

_____
Mayor

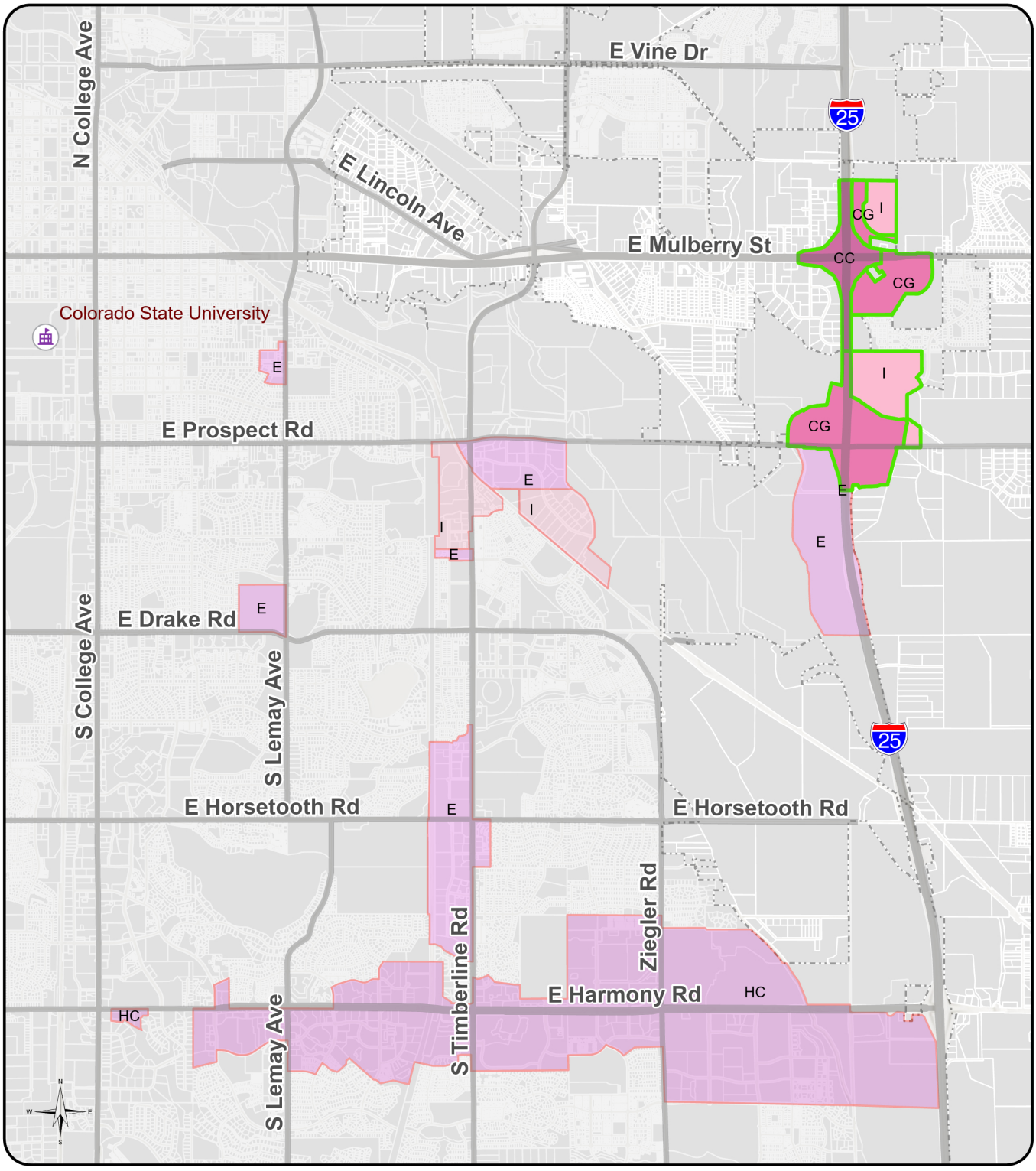
ATTEST:

_____
City Clerk

Effective Date: June 16, 2026
Approving Attorney: Dianne Criswell

Exhibit: Exhibit A - Fort Collins Chips Zone – Proposed Expansion Area

Fort Collins CHIPS Zone - Proposed Expansion Area #1



City Zoning
Current CHIP'S Zones
- Employment (E)
- Harmony Corridor (HC)
- Industrial (I)

City Zoning
CHIP's Zone Expansion
- Community Commercial (CC)
- General Commercial (CG)
- Industrial (I)

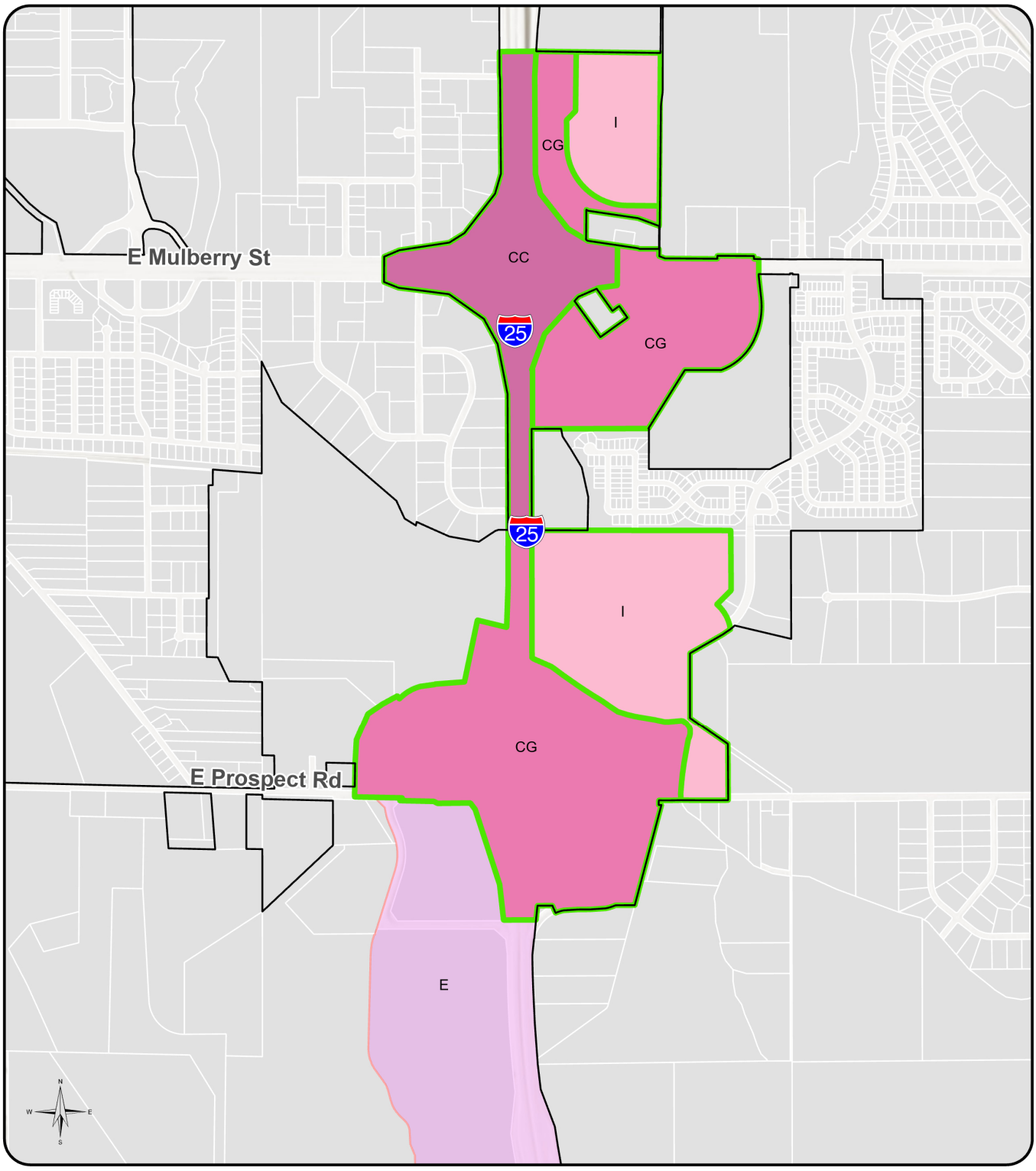
0 0.5 1 1.5 Miles

City of Fort Collins

Printed: June 02, 2026

Path: K:\ArcMapProjects\EconomicHealth\EconGeneralMapping\GeneralMapping.aprx

Fort Collins CHIPS Zone - Proposed Expansion Area #1



City Zoning
Current CHIPS Zones
- Employment (E)
- Harmony Corridor (HC)
- Industrial (I)

City Zoning
CHIPS Zone Expansion
- Community Commercial (CC)
- General Commercial (CG)
- Industrial (I)

City Limits

0 Miles 0.5

City of Fort Collins

Printed: June 02, 2026

Path: K:\ArcMapProjects\EconomicHealth\EconGeneralMapping\GeneralMapping.aprx

File Attachments for Item:

22. Resolution 2026-080 Approving the 2026 Certification to the Larimer County Assessor Pursuant to Colorado Revised Statutes Section 31-25-807 for the Downtown Development Authority Property Tax Increment.

The purpose of this item is to certify to the Larimer County Assessor the percentages of property tax distributions to be allocated for the Downtown Development Authority by the Assessor as tax increment from the 2026 property taxes payable in 2027 to the City and to all other affected taxing entities.

June 16, 2026

AGENDA ITEM SUMMARY

City Council

STAFF

Jennifer Poznanovic, Director, Sales Tax & Revenue
Matt Robenalt, DDA Executive Director
Kristy Klenk, DDA Finance and HR Manager

SUBJECT

Resolution 2026-080 Approving the 2026 Certification to the Larimer County Assessor Pursuant to Colorado Revised Statutes Section 31-25-807 for the Downtown Development Authority Property Tax Increment.

EXECUTIVE SUMMARY

The purpose of this item is to certify to the Larimer County Assessor the percentages of property tax distributions to be allocated for the Downtown Development Authority by the Assessor as tax increment from the 2026 property taxes payable in 2027 to the City and to all other affected taxing entities.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

In 2008, the Fort Collins Downtown Development Authority ("DDA") was in the final ten years of its original 30-year period (the "Original TIF Term") during which property tax increment funds ("TIF") could be allocated to and, when collected, paid to the City for deposit into a special fund to be used for DDA projects as provided in Colorado Revised Statues ("C.R.S.") Section 31-25-807(3)(a)(II) ("TIF Fund"). Pursuant to C.R.S. Section 31-25-807(3)(a)(IV)(A), in the final ten years of the Original TIF Term, Council had the authority to extend by ordinance such term by one additional 20-year period (the "TIF Extension Period"), provided that:

- On the first day of the TIF Extension Period, the established base year for the allocation of property taxes is advanced by ten years, and
- Upon the completion of the first ten years of the TIF Extension period, the base is advanced by one year for every additional year through the final ten years.

Also, under C.R.S. Section 31-25-807(3)(a)(IV)(B), Council had and continues to have the authority to allocate more than 50% of property taxes levied by the City to be allocated and paid into the TIF Fund.

On July 10, 2008, the DDA approved its Resolution 2008-06 (the "DDA Resolution"), recommending to Council:

- Approval of the TIF Extension Period, and
- The allocation of 100% of the City's property tax increment into the TIF Fund (the 100% City TIF Allocation).

On September 2, 2008, Council adopted Ordinance No. 101, 2008, (the "2008 Ordinance") approving the TIF Extension Period and, consistent with the August 19, 2008, Agenda Item Summary accompanying such ordinance and the DDA Resolution, approved the 100% City TIF Allocation.

Also, on February 15, 2011, Council, as the ex-officio Board of Directors of General Improvement District No. 1 ("GID Board"), adopted Ordinance No. 060 (the "2011 GID Ordinance") allocating 100% of the tax increment revenue from the Fort Collins General Improvement District No. 1 to the DDA Tax Increment Fund for the TIF Extension Period, with the seventh recital of the 2011 GID Ordinance confirming that the 2008 Ordinance had approved the 100% City TIF Allocation.

Pursuant to C.R.S. Section 31-25-807(3)(a)(IV)(B), an annual certification to the Larimer County Assessor is required by August 1 of each calendar year, which certification needs to include the allocations of tax increment for that year of all affected taxing entities, including the City. The proposed Resolution reaffirms Council's previous actions in the 2008 Ordinance, acknowledges the actions taken as the GID Board in the 2011 GID Ordinance, and provides the Assessor with Council's 2026 certification pursuant to C.R.S. Section 31-25-807(3)(a)(IV)(B). It also directs the City's Financial Officer to provide this certification to the Assessor by August 1, 2026.

CITY FINANCIAL IMPACTS

There are no changes in the financial or economic impacts to the City as they currently exist.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Resolution 2026-080

RESOLUTION 2026-080
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING THE 2026 CERTIFICATION TO THE LARIMER
COUNTY ASSESSOR PURSUANT TO COLORADO REVISED
STATUTES SECTION 31-25-807 FOR THE DOWNTOWN
DEVELOPMENT AUTHORITY PROPERTY TAX INCREMENT

A. In 2008, the Fort Collins Downtown Development Authority ("DDA") was in the final ten years of its original 30-year period ("Original TIF Term") during which property tax increment funds ("TIF") could be allocated to and, when collected, paid to the City of Fort Collins ("City") for deposit into a special fund to be used for DDA projects, as provided in Colorado Revised Statutes ("C.R.S.") Section 31-25-807(3)(a)(II) ("TIF Fund").

B. Pursuant to C.R.S. Section 31-25-807(3)(a)(IV)(A), in the final ten years of the Original TIF Term, City Council had the authority to extend by ordinance such term by one additional 20-year period (the "TIF Extension Period"), provided that (i) on the first day of the TIF Extension Period the established base year for the allocation of property taxes is advanced by ten years, and (ii) upon the completion of the first ten years of the TIF Extension period, the base is advanced by one year for every additional year through the final ten years.

C. Pursuant to C.R.S. Section 31-25-807(3)(a)(IV)(B), City Council also had and continues to have the authority to commit more than 50% of the property taxes levied by the City to be allocated and paid into the TIF Fund.

D. On July 10, 2008, the DDA approved its Resolution 2008-06 (the "DDA Resolution") recommending to City Council (i) approval of the TIF Extension Period, and (ii) the allocation of 100% of the City's property tax increment into the TIF Fund (the "100% City TIF Allocation").

E. On September 2, 2008, City Council adopted Ordinance No. 101, 2008 (the "2008 Ordinance") approving the TIF Extension Period and, consistent with the August 19, 2008, Agenda Item Summary accompanying such ordinance and the DDA Resolution, approved the 100% City TIF Allocation.

F. On February 15, 2011, City Council, as the ex-officio Board of Directors of General Improvement District No. 1 ("GID Board"), adopted Ordinance No. 060 ("2011 GID Ordinance") allocating 100% of the tax increment revenue from the Fort Collins General Improvement District No. 1 to the DDA Tax Increment Fund for the TIF Extension Period, with the seventh recital of the 2011 GID Ordinance confirming that the 2008 Ordinance had approved the 100% City TIF Allocation.

G. Pursuant to C.R.S. Section 31-25-807(3)(a)(IV)(B), an annual certification to the Larimer County Assessor ("Assessor") is required by August 1 of each calendar

year, which certification needs to include the allocations of tax increment for that year of all affected taxing entities, including the City.

H. The purposes of this Resolution are to reaffirm the Council's previous actions in the 2008 Ordinance, to acknowledge the actions it took as the GID Board in the 2011 GID Ordinance, and to provide the Assessor with City Council's 2026 certification pursuant to C.R.S. Section 31-25-807(3)(a)(IV)(B).

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

Section 1. City Council reaffirms its previous actions in the 2008 Ordinance.

Section 2. City Council acknowledges the actions it took as the GID Board in the 2011 GID Ordinance.

Section 3. City Council certifies to the Assessor, pursuant to C.R.S. Section 31-25-807(3)(a)(IV)(B), that for 2026 property taxes payable in 2027, the 2011 GID Ordinance continues to be in effect to allocate 100% of the available property tax increment from the Fort Collins General Improvement District No. 1 mill levy to the DDA tax increment fund, and the City continues to allocate 100% of its available property tax increment from its mill levy to the DDA tax increment fund, but that all other affected taxing entities are allocating only 50% of their property tax increment.

Section 4. City Council directs the City's Financial Officer to provide this certification to the Assessor by August 1, 2026.

Passed and adopted on June 16, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: June 16, 2026
Approving Attorney: Dianne Criswell

Exhibit: None

File Attachments for Item:

23. Items Relating to the Reappointment of Assistant Municipal Court Judges.

A. Resolution 2026-081 Reappointing Brandi Nieto as an Assistant Municipal Judge of the Fort Collins Municipal Court and Authorizing the Execution of an Employment Agreement.

B. Resolution 2026-082 Reappointing Kristin Brown as an Assistant Municipal Judge of the Fort Collins Municipal Court and Authorizing the Execution of an Employment Agreement.

C. Resolution 2026-083 Reappointing Sarah Simchowitz as an Assistant Municipal Judge of the Fort Collins Municipal Court and Authorizing the Execution of an Employment Agreement.

D. Resolution 2026-084 Reappointing Laura Hinojos as an Assistant Municipal Judge of the Fort Collins Municipal Court and Authorizing the Execution of an Employment Agreement.

E. Resolution 2026-085 Reappointing Whitney Stark as an Assistant Municipal Judge of the Fort Collins Municipal Court and Authorizing the Execution of an Employment Agreement.

F. Resolution 2026-086 Reappointing Linda Cooke as an Assistant Municipal Judge of the Fort Collins Municipal Court and Authorizing the Execution of an Employment Agreement.

G. Resolution 2026-087 Reappointing Jana Kaspar as an Assistant Municipal Judge of the Fort Collins Municipal Court and Authorizing the Execution of an Employment Agreement.

The purpose of this item is to reappoint Assistant Municipal Judges for the Fort Collins Municipal Court. The City Charter provides for the appointment of judges of the Municipal Court for two-year terms. Chief Judge Jill A. Hueser recommends that the named existing Assistant Judges be reappointed to serve in the absence of the Chief Judge.

June 16, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Judge Jill A. Hueser, Chief Judge

SUBJECT

Items Relating to the Reappointment of Assistant Municipal Court Judges.

EXECUTIVE SUMMARY

A. Resolution 2026-081 Reappointing Brandi Nieto as an Assistant Municipal Judge of the Fort Collins Municipal Court and Authorizing the Execution of an Employment Agreement.

B. Resolution 2026-082 Reappointing Kristin Brown as an Assistant Municipal Judge of the Fort Collins Municipal Court and Authorizing the Execution of an Employment Agreement.

C. Resolution 2026-083 Reappointing Sarah Simchowitz as an Assistant Municipal Judge of the Fort Collins Municipal Court and Authorizing the Execution of an Employment Agreement.

D. Resolution 2026-084 Reappointing Laura Hinojos as an Assistant Municipal Judge of the Fort Collins Municipal Court and Authorizing the Execution of an Employment Agreement.

E. Resolution 2026-085 Reappointing Whitney Stark as an Assistant Municipal Judge of the Fort Collins Municipal Court and Authorizing the Execution of an Employment Agreement.

F. Resolution 2026-086 Reappointing Linda Cooke as an Assistant Municipal Judge of the Fort Collins Municipal Court and Authorizing the Execution of an Employment Agreement.

G. Resolution 2026-087 Reappointing Jana Kaspar as an Assistant Municipal Judge of the Fort Collins Municipal Court and Authorizing the Execution of an Employment Agreement.

The purpose of this item is to reappoint Assistant Municipal Judges for the Fort Collins Municipal Court. The City Charter provides for the appointment of judges of the Municipal Court for two-year terms. Chief Judge Jill A. Hueser recommends that the named existing Assistant Judges be reappointed to serve in the absence of the Chief Judge.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolutions.

BACKGROUND / DISCUSSION

These Resolutions reappoint Laura Hinojos, Whitney Stark, Linda Cooke, Jana Kaspar, Brandi Nieto, Kristin Brown, and Sarah Simchowitz as Assistant Municipal Judges for the Fort Collins Municipal Court and authorizes the Mayor to execute employment agreements with each appointee. Chief Judge Hueser recommends these appointments in order to provide adequate judicial resources to cover vacations, illnesses, scheduling conflicts, and cases in which one or more judges may have a conflict of interest.

Chief Judge Hueser has supervised each of these judges for two years or more and believes they are fair, impartial, and well-qualified judicial officers who should continue to serve as members of the Fort Collins Municipal Court bench. Chief Judge Hueser believes that each of these individuals will continue to serve the City of Fort Collins faithfully and professionally. The Assistant Municipal Judges may also serve as referees to hear civil infractions, camera radar, red light, and parking infractions, as assigned.

CITY FINANCIAL IMPACTS

The proposed rate of pay of $110 per hour is consistent with the rates currently paid by other Front Range municipal courts. Assistant Municipal Judges serve on an as-needed basis, and the associated costs will be paid from the existing Municipal Court budget.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS / LINKS

1. Resolution 2026-081
2. Resolution 2026-082
3. Resolution 2026-083
4. Resolution 2026-084
5. Resolution 2026-085
6. Resolution 2026-086
7. Resolution 2026-087

RESOLUTION 2026-081
OF THE COUNCIL OF THE CITY OF FORT COLLINS REAPPOINTING BRANDI NIETO AS AN ASSISTANT MUNICIPAL JUDGE OF THE FORT COLLINS MUNICIPAL COURT AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT

A. City of Fort Collins Charter Article VII provides that City Council shall appoint the judge or judges of the Municipal Court for two-year terms.

B. On July 2, 2024, City Council appointed Brandi Nieto as an Assistant Municipal Judge to back up Chief Judge Jill Hueser for a term beginning July 1, 2024, and ending June 30, 2026.

C. Judge Nieto has served admirably, and the Chief Judge has recommended that City Council reappoint Judge Nieto for another two-year term.

D. City Council recognizes that Brandi Nieto is a reputable and qualified attorney and wishes to reappoint her to serve in such capacity on the recommendation of the Chief Judge.

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

Section 1. Brandi Nieto is hereby appointed Assistant Municipal Judge, for a term beginning July 1, 2026, and ending June 30, 2028, to serve as an Assistant Municipal Judge for the City as deemed necessary by the Chief Judge.

Section 2. The compensation to be paid by the City to Judge Nieto for serving in this capacity shall be at the rate of One Hundred Ten Dollars ($110) per hour.

Section 3. The Mayor is hereby authorized to enter into an employment agreement in a form consistent with Exhibit A attached hereto and incorporated herein by this reference, for the period of July 1, 2026, through June 30, 2028, between the City and Brandi Nieto to effectuate the purposes of this Resolution.

Passed and adopted on June 16, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: June 16, 2026
Approving Attorney: April Silva

Exhibit: Exhibit A – Employment Agreement

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of July, 2026 (Effective Date"), by and between the City of Fort Collins, hereinafter referred to as the "City," and Brandi Nieto, hereinafter referred to as the "Employee," pursuant to these terms and conditions:

WHEREAS, the City wishes to employ the services of the Employee as Assistant Municipal Judge and the Employee wishes to provide their services to the City in that capacity; and

WHEREAS, pursuant to Resolution 2026-081, the City Council has approved the appointment of the Employee as Assistant Municipal Judge and has authorized the Mayor to enter into an Employment Agreement with the Employee; and

WHEREAS, the City and the Employee desire to provide for certain procedures, benefits, and requirements regarding the employment of the Employee by the City; and

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the City and the Employee do hereby agree to the following:

1. Scope of Services

The City agrees to employ the Employee as Assistant Municipal Judge and the Employee agrees to perform all functions and duties as specified in the job description attached hereto as Exhibit "A" and incorporated herein by reference, and to perform such other duties as might be assigned. The Municipal Judge may also appoint, or unappoint, the Employee to serve as a Municipal Court Referee. Such appointment is separate from Employee's work under this Agreement and is not governed by or subject to this Agreement.

2. Compensation

The Employee shall be compensated at the regular rate of One Hundred Ten Dollars ($110.00) per hour, less deductions and withholdings required by law, or authorized by City of Fort Collins Personnel Policies and Procedures, or authorized by the Employee. The Court Administrator, in coordination with the Employee, shall maintain and submit to the City a time sheet showing all hours worked prior to any payment therefor. All payments shall be made within thirty (30) days of receipt of said time sheet. This position shall be considered exempt for the purposes of the Fair Labor Standards Act and applicable state laws; accordingly, the Employee shall not be eligible forovertime pay.

3. Term of Employment

(a) The term of this Agreement shall be from July 1, 2026, to and including June 30, 2028. Nothing contained in this Agreement shall preclude renegotiation of this Agreement prior to the expiration of its term.

(b) It is understood and agreed to by the Employee that upon termination of this Agreement, either under this paragraph or under the provisions of Paragraph 4 hereof, the Employee

shall not be entitled to any amount of additional compensation, as severance pay or otherwise, other than as provided in Paragraphs 2 and 6 of this Agreement.

4. Early Termination

(a) Either party may terminate this Agreement at any time with or without cause prior to the expiration of the term hereof by providing written notice of termination to the other party at least fifteen (15) calendar days prior to the date of early termination. The City may, at its discretion, provide the Employee with fifteen (15) calendar days' compensation at their regular rate in lieu of such notice. Such notice shall be deemed effective upon personal delivery or as of the date of deposit into the United States mail, postage prepaid, addressed as follows:

TO THE EMPLOYEE:
Brandi Nieto
At last known address on file with the Human Resources Department

TO THE CITY:
City of Fort Collins, Colorado
Chief Judge Jill A. Hueser
P.0. Box 580
Fort Collins, CO 80522

(b) The City has appropriated funds in the current fiscal year to meet the obligations of this Agreement through the current fiscal year. This Agreement shall terminate at the end of the City's current fiscal year if the City does not, prior to the end of the current fiscal year, appropriate funds for the subsequent fiscal year with which to meet its obligation under this Agreement in the subsequent fiscal year. The parties acknowledge that the City has made no promise to continue to appropriate funds beyond the current fiscal year.

5. Insurance Coverage; Vacation, Holiday and Sick Leave

The Employee shall not be entitled to the medical insurance plans, dental insurance plans, vision plan, life and accidental death and dismemberment insurance plans, long term disability plan, an Employee Assistance Program, retirement or deferred compensation plans, or any other group insurance plan or other benefits that may be offered to some other City employees. The Employee shall not be entitled to paid vacation time, paid holiday time, paid short-term disability leave, or any other sort of paid leave as may be available to some other City employees except that the Employee is entitled to receive and use paid sick leave benefits provided to hourly City employees as described in the City's ***Personnel Policies and Procedures***.

6. Applicability of Personnel Policies

(a) The Employee hereby acknowledges receipt of the City's ***Personnel Policies and Procedures*** and the City Council-adopted ***Anti-Discrimination and Anti-Harassment Policy*** and agrees that she shall comply with and be bound by all provisions that apply to contractual or City Council-appointed employees. The Employee acknowledges that the City may in its sole discretion amend, modify, supplement, rescind or otherwise change any and all policies and procedures in the ***Personnel Policies and Procedures*** and the ***Anti-Discrimination and Anti-Harassment Policy*** adopted by the City Council at any time.

(b) Although the City's ***Personnel Policies and Procedures*** and the City Council-adopted ***Anti-Discrimination and Anti-Harassment Policy*** contain examples of types of disciplinary action including dismissal and examples of misconduct, it is understood and agreed by the Employee that the City is not required to take any disciplinary action whatsoever or follow any sort of disciplinary procedures prior to terminating this Agreement pursuant to paragraphs 3 and 4 above. In the event the City, in its sole discretion, decides to undertake disciplinary action, the City may discontinue such action at any time and at no time waives its right to terminate this Agreement pursuant to paragraphs 3 and 4 above.

(c) In the event that any applicable personnel policies set forth in the City's ***Personnel Policies and Procedures*** or the City Council-adopted ***Anti-Discrimination and Anti-Harassment Policy*** are inconsistent or conflict with the terms of this Agreement, then the terms of this Agreement shall be controlling.

7. Proprietary Rights

(a) The Employee will disclose to the City promptly all improvements, discoveries, ideas, inventions, and information pertinent to the operation or functions of the City which the Employee may develop either individually or in conjunction with others, or of which existence the Employee may otherwise learn during the period of employment by the City.

(b) The Employee agrees that all products which she may develop during the Employee's employment, whether individually or in conjunction with others, and all intermediate and partial versions thereof, as well as all materials, flow charts, notes, outlines and the like created in connection therewith (collectively referred to as "Work Product"), and any formulae, processes, logarithms, ideas and other information not generally known to the public, whether or not protected by copyright, and developed or generated by the Employee in the course of the Employee's employment hereunder, shall be the sole property of the City upon their creation or, in the case of copyrightable works, fixation in a tangible medium of expression.

(c) The Employee hereby assigns to the City the sole and exclusive right, title and interest in and to all Work Product, and all copies of such Work Product, without further consideration. The Employee further acknowledges that the City shall retain ownership of and the right to reproduce, market, license, or otherwise distribute any program or material produced by the Employee under the terms of this Agreement.

8. Conflict Avoidance

The Employee agrees to carry out their duties and responsibilities as an Assistant Municipal Judge in a way that does not interfere with their duty to serve as a fair and impartial municipal judge, or that creates a conflict of interest or the appearance of a conflict of interest that would interfere with the work of any lawyer or law firm that provides legal services to the city, and further agrees that they will not work on any of the City's litigation matters under the auspices of their employment with any law practice.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the rights granted herein and the obligations assumed herein. Any oral representation or oral modification concerning this Agreement shall be of no force or effect. Although the personnel policies set forth in the City's ***Personnel Policies and Procedures*** and the City Council-approved ***Anti-Discrimination and Anti-Harassment Policy*** may be amended, modified, supplemented or rescinded at any time at the sole discretion of the City, the terms of this Agreement can be modified only by a writing signed by the parties hereto. It is further understood and agreed by the Employee that no representation, promise or other agreement not expressly contained herein has been made to induce the execution of this Agreement, and that the terms of this Agreement are contractual and not merely recitals.

10. Enforcement of Agreement; Attorneys' Fees and Costs

If any action is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it or she is entitled.

11. Severability

Should any provision, part or term of this Agreement be declared or determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, then the legality, validity and enforceability of the remaining parts, terms and provisions should not be affected thereby and said illegal, invalid or unenforceable part, provision or term shall be deemed not to be part of this Agreement.

12. Binding Effect

This Agreement shall be binding upon the parties hereto and the heirs, successors and assigns of each respectively. The City and the Employee freely and voluntarily enter into this Agreement and have executed this Agreement having first read the same and intending to be bound.

CITY OF FORT COLLINS, COLORADO
a municipal corporation

By: _____
Emily Francis, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Senior Deputy City Attorney

EMPLOYEE:

_____
Brandi Nieto, Esq.

APPROVED:

_____
Human Resources Executive

APPROVED:

_____
Chief Judge Jill A. Hueser

EXHIBIT A
JOB DESCRIPTION FOR THE ASSISTANT MUNICIPAL JUDGE

The Assistant Municipal Judge shall perform such judicial duties as may be assigned by the Chief Judge and authorized by the Fort Collins City Charter, the Fort Collins Municipal Code, applicable court rules, and state law. The Assistant Municipal Judge may preside over arraignments, advisements, pretrial proceedings, motions hearings, trials, sentencing hearings, and other judicial proceedings of the Fort Collins Municipal Court. In performing such duties, the Assistant Municipal Judge may accept pleas, issue orders, impose sentences and fines, determine bond and release conditions where authorized, and exercise all judicial powers necessary to adjudicate matters properly before the Court. The Assistant Municipal Judge may also serve as a referee or hearing officer for civil infractions, camera radar, red light, parking, and other matters authorized by law or assigned by the Chief Judge. The Assistant Municipal Judge shall conduct all proceedings in a fair and impartial manner in accordance with the Fort Collins City Charter, the Fort Collins Municipal Code, applicable court rules, the Colorado Code of Judicial Conduct, and other applicable laws.

RESOLUTION 2026-082
OF THE COUNCIL OF THE CITY OF FORT COLLINS REAPPOINTING KRISTIN BROWN AS AN ASSISTANT MUNICIPAL JUDGE OF THE FORT COLLINS MUNICIPAL COURT AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT

A. City of Fort Collins Charter Article VII provides that City Council shall appoint the judge or judges of the Municipal Court for two-year terms.

B. On July 2, 2024, City Council appointed Kristin Brown as an Assistant Municipal Judge to back up Chief Judge Jill Hueser for a term beginning July 1, 2024, and ending June 30, 2026.

C. Judge Brown has served admirably, and the Chief Judge has recommended that City Council reappoint Judge Brown for another two-year term.

D. City Council recognizes that Kristin Brown is a reputable and qualified attorney and wishes to reappoint her to serve in such capacity on the recommendation of the Chief Judge.

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

Section 1. Kristin Brown is hereby appointed Assistant Municipal Judge, for a term beginning July 1, 2026, and ending June 30, 2028, to serve as an Assistant Municipal Judge for the City as deemed necessary by the Chief Judge.

Section 2. The compensation to be paid by the City to Judge Brown for serving in this capacity shall be at the rate of One Hundred Ten Dollars ($110) per hour.

Section 3. The Mayor is hereby authorized to enter into an employment agreement in a form consistent with Exhibit A attached hereto and incorporated herein by this reference, for the period of July 1, 2026, through June 30, 2028, between the City and Kristin Brown to effectuate the purposes of this Resolution.

Passed and adopted on June 16, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: June 16, 2026
Approving Attorney: April Silva

Exhibit: Exhibit A – Employment Agreement

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of July, 2026 (Effective Date"), by and between the City of Fort Collins, hereinafter referred to as the "City," and Kristin Brown, hereinafter referred to as the "Employee," pursuant to these terms and conditions:

WHEREAS, the City wishes to employ the services of the Employee as Assistant Municipal Judge and the Employee wishes to provide their services to the City in that capacity; and

WHEREAS, pursuant to Resolution 2026-082, the City Council has approved the appointment of the Employee as Assistant Municipal Judge and has authorized the Mayor to enter into an Employment Agreement with the Employee; and

WHEREAS, the City and the Employee desire to provide for certain procedures, benefits, and requirements regarding the employment of the Employee by the City; and

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the City and the Employee do hereby agree to the following:

1. Scope of Services

The City agrees to employ the Employee as Assistant Municipal Judge and the Employee agrees to perform all functions and duties as specified in the job description attached hereto as Exhibit "A" and incorporated herein by reference, and to perform such other duties as might be assigned. The Municipal Judge may also appoint, or unappoint, the Employee to serve as a Municipal Court Referee. Such appointment is separate from Employee's work under this Agreement and is not governed by or subject to this Agreement.

2. Compensation

The Employee shall be compensated at the regular rate of One Hundred Ten Dollars ($110.00) per hour, less deductions and withholdings required by law, or authorized by City of Fort Collins Personnel Policies and Procedures, or authorized by the Employee. The Court Administrator, in coordination with the Employee, shall maintain and submit to the City a time sheet showing all hours worked prior to any payment therefor. All payments shall be made within thirty (30) days of receipt of said time sheet. This position shall be considered exempt for the purposes of the Fair Labor Standards Act and applicable state laws; accordingly, the Employee shall not be eligible forovertime pay.

3. Term of Employment

(a) The term of this Agreement shall be from July 1, 2026, to and including June 30, 2028. Nothing contained in this Agreement shall preclude renegotiation of this Agreement prior to the expiration of its term.

(b) It is understood and agreed to by the Employee that upon termination of this Agreement, either under this paragraph or under the provisions of Paragraph 4 hereof, the Employee

shall not be entitled to any amount of additional compensation, as severance pay or otherwise, other than as provided in Paragraphs 2 and 6 of this Agreement.

4. Early Termination

(a) Either party may terminate this Agreement at any time with or without cause prior to the expiration of the term hereof by providing written notice of termination to the other party at least fifteen (15) calendar days prior to the date of early termination. The City may, at its discretion, provide the Employee with fifteen (15) calendar days' compensation at their regular rate in lieu of such notice. Such notice shall be deemed effective upon personal delivery or as of the date of deposit into the United States mail, postage prepaid, addressed as follows:

TO THE EMPLOYEE:
Kristin Brown
At last known address on file with the Human Resources Department

TO THE CITY:
City of Fort Collins, Colorado
Chief Judge Jill A. Hueser
P.0. Box 580
Fort Collins, CO 80522

(b) The City has appropriated funds in the current fiscal year to meet the obligations of this Agreement through the current fiscal year. This Agreement shall terminate at the end of the City's current fiscal year if the City does not, prior to the end of the current fiscal year, appropriate funds for the subsequent fiscal year with which to meet its obligation under this Agreement in the subsequent fiscal year. The parties acknowledge that the City has made no promise to continue to appropriate funds beyond the current fiscal year.

5. Insurance Coverage; Vacation, Holiday and Sick Leave

The Employee shall not be entitled to the medical insurance plans, dental insurance plans, vision plan, life and accidental death and dismemberment insurance plans, long term disability plan, an Employee Assistance Program, retirement or deferred compensation plans, or any other group insurance plan or other benefits that may be offered to some other City employees. The Employee shall not be entitled to paid vacation time, paid holiday time, paid short-term disability leave, or any other sort of paid leave as may be available to some other City employees except that the Employee is entitled to receive and use paid sick leave benefits provided to hourly City employees as described in the City's ***Personnel Policies and Procedures***.

6. Applicability of Personnel Policies

(a) The Employee hereby acknowledges receipt of the City's ***Personnel Policies and Procedures*** and the City Council-adopted ***Anti-Discrimination and Anti-Harassment Policy*** and agrees that she shall comply with and be bound by all provisions that apply to contractual or City Council-appointed employees. The Employee acknowledges that the City may in its sole discretion amend, modify, supplement, rescind or otherwise change any and all policies and procedures in the ***Personnel Policies and Procedures*** and the ***Anti-Discrimination and Anti-Harassment Policy*** adopted by the City Council at any time.

(b) Although the City's ***Personnel Policies and Procedures*** and the City Council-adopted ***Anti-Discrimination and Anti-Harassment Policy*** contain examples of types of disciplinary action including dismissal and examples of misconduct, it is understood and agreed by the Employee that the City is not required to take any disciplinary action whatsoever or follow any sort of disciplinary procedures prior to terminating this Agreement pursuant to paragraphs 3 and 4 above. In the event the City, in its sole discretion, decides to undertake disciplinary action, the City may discontinue such action at any time and at no time waives its right to terminate this Agreement pursuant to paragraphs 3 and 4 above.

(c) In the event that any applicable personnel policies set forth in the City's ***Personnel Policies and Procedures*** or the City Council-adopted ***Anti-Discrimination and Anti-Harassment Policy*** are inconsistent or conflict with the terms of this Agreement, then the terms of this Agreement shall be controlling.

7. Proprietary Rights

(a) The Employee will disclose to the City promptly all improvements, discoveries, ideas, inventions, and information pertinent to the operation or functions of the City which the Employee may develop either individually or in conjunction with others, or of which existence the Employee may otherwise learn during the period of employment by the City.

(b) The Employee agrees that all products which she may develop during the Employee's employment, whether individually or in conjunction with others, and all intermediate and partial versions thereof, as well as all materials, flow charts, notes, outlines and the like created in connection therewith (collectively referred to as "Work Product"), and any formulae, processes, logarithms, ideas and other information not generally known to the public, whether or not protected by copyright, and developed or generated by the Employee in the course of the Employee's employment hereunder, shall be the sole property of the City upon their creation or, in the case of copyrightable works, fixation in a tangible medium of expression.

(c) The Employee hereby assigns to the City the sole and exclusive right, title and interest in and to all Work Product, and all copies of such Work Product, without further consideration. The Employee further acknowledges that the City shall retain ownership of and the right to reproduce, market, license, or otherwise distribute any program or material produced by the Employee under the terms of this Agreement.

8. Conflict Avoidance

The Employee agrees to carry out their duties and responsibilities as an Assistant Municipal Judge in a way that does not interfere with their duty to serve as a fair and impartial municipal judge, or that creates a conflict of interest or the appearance of a conflict of interest that would interfere with the work of any lawyer or law firm that provides legal services to the city, and further agrees that they will not work on any of the City's litigation matters under the auspices of their employment with any law practice.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the rights granted herein and the obligations assumed herein. Any oral representation or oral modification concerning this Agreement shall be of no force or effect. Although the personnel policies set forth in the City's ***Personnel Policies and Procedures*** and the City Council-approved ***Anti-Discrimination and Anti-Harassment Policy*** may be amended, modified, supplemented or rescinded at any time at the sole discretion of the City, the terms of this Agreement can be modified only by a writing signed by the parties hereto. It is further understood and agreed by the Employee that no representation, promise or other agreement not expressly contained herein has been made to induce the execution of this Agreement, and that the terms of this Agreement are contractual and not merely recitals.

10. Enforcement of Agreement; Attorneys' Fees and Costs

If any action is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it or she is entitled.

11. Severability

Should any provision, part or term of this Agreement be declared or determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, then the legality, validity and enforceability of the remaining parts, terms and provisions should not be affected thereby and said illegal, invalid or unenforceable part, provision or term shall be deemed not to be part of this Agreement.

12. Binding Effect

This Agreement shall be binding upon the parties hereto and the heirs, successors and assigns of each respectively. The City and the Employee freely and voluntarily enter into this Agreement and have executed this Agreement having first read the same and intending to be bound.

CITY OF FORT COLLINS, COLORADO
a municipal corporation

By: _____
Emily Francis, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Senior Deputy City Attorney

EMPLOYEE:

_____
Kristin Brown, Esq.

APPROVED:

_____
Human Resources Executive

APPROVED:

_____
Chief Judge Jill A. Hueser

EXHIBIT A
JOB DESCRIPTION FOR THE ASSISTANT MUNICIPAL JUDGE

The Assistant Municipal Judge shall perform such judicial duties as may be assigned by the Chief Judge and authorized by the Fort Collins City Charter, the Fort Collins Municipal Code, applicable court rules, and state law. The Assistant Municipal Judge may preside over arraignments, advisements, pretrial proceedings, motions hearings, trials, sentencing hearings, and other judicial proceedings of the Fort Collins Municipal Court. In performing such duties, the Assistant Municipal Judge may accept pleas, issue orders, impose sentences and fines, determine bond and release conditions where authorized, and exercise all judicial powers necessary to adjudicate matters properly before the Court. The Assistant Municipal Judge may also serve as a referee or hearing officer for civil infractions, camera radar, red light, parking, and other matters authorized by law or assigned by the Chief Judge. The Assistant Municipal Judge shall conduct all proceedings in a fair and impartial manner in accordance with the Fort Collins City Charter, the Fort Collins Municipal Code, applicable court rules, the Colorado Code of Judicial Conduct, and other applicable laws.

RESOLUTION 2026-083
OF THE COUNCIL OF THE CITY OF FORT COLLINS REAPPOINTING SARAH SIMCHOWITZ AS AN ASSISTANT MUNICIPAL JUDGE OF THE FORT COLLINS MUNICIPAL COURT AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT

A. City of Fort Collins Charter Article VII provides that City Council shall appoint the judge or judges of the Municipal Court for two-year terms.

B. On July 2, 2024, City Council appointed Sarah Simchowitz as an Assistant Municipal Judge to back up Chief Judge Jill Hueser for a term beginning July 1, 2024, and ending June 30, 2026.

C. Judge Simchowitz has served admirably, and the Chief Judge has recommended that City Council reappoint Judge Simchowitz for another two-year term.

D. City Council recognizes that Sarah Simchowitz is a reputable and qualified attorney and wishes to reappoint her to serve in such capacity on the recommendation of the Chief Judge.

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

Section 1. Sarah Simchowitz is hereby appointed Assistant Municipal Judge, for a term beginning July 1, 2026, and ending June 30, 2028, to serve as an Assistant Municipal Judge for the City as deemed necessary by the Chief Judge.

Section 2. The compensation to be paid by the City to Judge Simchowitz for serving in this capacity shall be at the rate of One Hundred Ten Dollars ($110) per hour.

Section 3. The Mayor is hereby authorized to enter into an employment agreement in a form consistent with Exhibit A attached hereto and incorporated herein by this reference, for the period of July 1, 2026, through June 30, 2028, between the City and Sara Simchowitz to effectuate the purposes of this Resolution.

Passed and adopted on June 16, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: June 16, 2026
Approving Attorney: April Silva

Exhibit: Exhibit A – Employment Agreement

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of July, 2026 (Effective Date"), by and between the City of Fort Collins, hereinafter referred to as the "City," and Sarah Simchowitz, hereinafter referred to as the "Employee," pursuant to these terms and conditions:

WHEREAS, the City wishes to employ the services of the Employee as Assistant Municipal Judge and the Employee wishes to provide their services to the City in that capacity; and

WHEREAS, pursuant to Resolution 2026-083, the City Council has approved the appointment of the Employee as Assistant Municipal Judge and has authorized the Mayor to enter into an Employment Agreement with the Employee; and

WHEREAS, the City and the Employee desire to provide for certain procedures, benefits, and requirements regarding the employment of the Employee by the City; and

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the City and the Employee do hereby agree to the following:

1. Scope of Services

The City agrees to employ the Employee as Assistant Municipal Judge and the Employee agrees to perform all functions and duties as specified in the job description attached hereto as Exhibit "A" and incorporated herein by reference, and to perform such other duties as might be assigned. The Municipal Judge may also appoint, or unappoint, the Employee to serve as a Municipal Court Referee. Such appointment is separate from Employee's work under this Agreement and is not governed by or subject to this Agreement.

2. Compensation

The Employee shall be compensated at the regular rate of One Hundred Ten Dollars ($110.00) per hour, less deductions and withholdings required by law, or authorized by City of Fort Collins Personnel Policies and Procedures, or authorized by the Employee. The Court Administrator, in coordination with the Employee, shall maintain and submit to the City a time sheet showing all hours worked prior to any payment therefor. All payments shall be made within thirty (30) days of receipt of said time sheet. This position shall be considered exempt for the purposes of the Fair Labor Standards Act and applicable state laws; accordingly, the Employee shall not be eligible forovertime pay.

3. Term of Employment

(a) The term of this Agreement shall be from July 1, 2026, to and including June 30, 2028. Nothing contained in this Agreement shall preclude renegotiation of this Agreement prior to the expiration of its term.

(b) It is understood and agreed to by the Employee that upon termination of this Agreement, either under this paragraph or under the provisions of Paragraph 4 hereof, the Employee

shall not be entitled to any amount of additional compensation, as severance pay or otherwise, other than as provided in Paragraphs 2 and 6 of this Agreement.

4. Early Termination

(a) Either party may terminate this Agreement at any time with or without cause prior to the expiration of the term hereof by providing written notice of termination to the other party at least fifteen (15) calendar days prior to the date of early termination. The City may, at its discretion, provide the Employee with fifteen (15) calendar days' compensation at their regular rate in lieu of such notice. Such notice shall be deemed effective upon personal delivery or as of the date of deposit into the United States mail, postage prepaid, addressed as follows:

TO THE EMPLOYEE:
Sarah Simchowitz
At last known address on file with the Human Resources Department

TO THE CITY:
City of Fort Collins, Colorado
Chief Judge Jill A. Hueser
P.0. Box 580
Fort Collins, CO 80522

(b) The City has appropriated funds in the current fiscal year to meet the obligations of this Agreement through the current fiscal year. This Agreement shall terminate at the end of the City's current fiscal year if the City does not, prior to the end of the current fiscal year, appropriate funds for the subsequent fiscal year with which to meet its obligation under this Agreement in the subsequent fiscal year. The parties acknowledge that the City has made no promise to continue to appropriate funds beyond the current fiscal year.

5. Insurance Coverage; Vacation, Holiday and Sick Leave

The Employee shall not be entitled to the medical insurance plans, dental insurance plans, vision plan, life and accidental death and dismemberment insurance plans, long term disability plan, an Employee Assistance Program, retirement or deferred compensation plans, or any other group insurance plan or other benefits that may be offered to some other City employees. The Employee shall not be entitled to paid vacation time, paid holiday time, paid short-term disability leave, or any other sort of paid leave as may be available to some other City employees except that the Employee is entitled to receive and use paid sick leave benefits provided to hourly City employees as described in the City's ***Personnel Policies and Procedures***.

6. Applicability of Personnel Policies

(a) The Employee hereby acknowledges receipt of the City's ***Personnel Policies and Procedures*** and the City Council-adopted ***Anti-Discrimination and Anti-Harassment Policy*** and agrees that she shall comply with and be bound by all provisions that apply to contractual or City Council-appointed employees. The Employee acknowledges that the City may in its sole discretion amend, modify, supplement, rescind or otherwise change any and all policies and procedures in the ***Personnel Policies and Procedures*** and the ***Anti-Discrimination and Anti-Harassment Policy*** adopted by the City Council at any time.

(b) Although the City's ***Personnel Policies and Procedures*** and the City Council-adopted ***Anti-Discrimination and Anti-Harassment Policy*** contain examples of types of disciplinary action including dismissal and examples of misconduct, it is understood and agreed by the Employee that the City is not required to take any disciplinary action whatsoever or follow any sort of disciplinary procedures prior to terminating this Agreement pursuant to paragraphs 3 and 4 above. In the event the City, in its sole discretion, decides to undertake disciplinary action, the City may discontinue such action at any time and at no time waives its right to terminate this Agreement pursuant to paragraphs 3 and 4 above.

(c) In the event that any applicable personnel policies set forth in the City's ***Personnel Policies and Procedures*** or the City Council-adopted ***Anti-Discrimination and Anti-Harassment Policy*** are inconsistent or conflict with the terms of this Agreement, then the terms of this Agreement shall be controlling.

7. Proprietary Rights

(a) The Employee will disclose to the City promptly all improvements, discoveries, ideas, inventions, and information pertinent to the operation or functions of the City which the Employee may develop either individually or in conjunction with others, or of which existence the Employee may otherwise learn during the period of employment by the City.

(b) The Employee agrees that all products which she may develop during the Employee's employment, whether individually or in conjunction with others, and all intermediate and partial versions thereof, as well as all materials, flow charts, notes, outlines and the like created in connection therewith (collectively referred to as "Work Product"), and any formulae, processes, logarithms, ideas and other information not generally known to the public, whether or not protected by copyright, and developed or generated by the Employee in the course of the Employee's employment hereunder, shall be the sole property of the City upon their creation or, in the case of copyrightable works, fixation in a tangible medium of expression.

(c) The Employee hereby assigns to the City the sole and exclusive right, title and interest in and to all Work Product, and all copies of such Work Product, without further consideration. The Employee further acknowledges that the City shall retain ownership of and the right to reproduce, market, license, or otherwise distribute any program or material produced by the Employee under the terms of this Agreement.

8. Conflict Avoidance

The Employee agrees to carry out their duties and responsibilities as an Assistant Municipal Judge in a way that does not interfere with their duty to serve as a fair and impartial municipal judge, or that creates a conflict of interest or the appearance of a conflict of interest that would interfere with the work of any lawyer or law firm that provides legal services to the city, and further agrees that they will not work on any of the City's litigation matters under the auspices of their employment with any law practice.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the rights granted herein and the obligations assumed herein. Any oral representation or oral modification concerning this Agreement shall be of no force or effect. Although the personnel policies set forth in the City's ***Personnel Policies and Procedures*** and the City Council-approved ***Anti-Discrimination and Anti-Harassment Policy*** may be amended, modified, supplemented or rescinded at any time at the sole discretion of the City, the terms of this Agreement can be modified only by a writing signed by the parties hereto. It is further understood and agreed by the Employee that no representation, promise or other agreement not expressly contained herein has been made to induce the execution of this Agreement, and that the terms of this Agreement are contractual and not merely recitals.

10. Enforcement of Agreement; Attorneys' Fees and Costs

If any action is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it or she is entitled.

11. Severability

Should any provision, part or term of this Agreement be declared or determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, then the legality, validity and enforceability of the remaining parts, terms and provisions should not be affected thereby and said illegal, invalid or unenforceable part, provision or term shall be deemed not to be part of this Agreement.

12. Binding Effect

This Agreement shall be binding upon the parties hereto and the heirs, successors and assigns of each respectively. The City and the Employee freely and voluntarily enter into this Agreement and have executed this Agreement having first read the same and intending to be bound.

CITY OF FORT COLLINS, COLORADO
a municipal corporation

By: _____
Emily Francis, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Senior Deputy City Attorney

EMPLOYEE:

_____
Sarah Simchowitz, Esq.

APPROVED:

_____
Human Resources Executive

APPROVED:

_____
Chief Judge Jill A. Hueser

EXHIBIT A
JOB DESCRIPTION FOR THE ASSISTANT MUNICIPAL JUDGE

The Assistant Municipal Judge shall perform such judicial duties as may be assigned by the Chief Judge and authorized by the Fort Collins City Charter, the Fort Collins Municipal Code, applicable court rules, and state law. The Assistant Municipal Judge may preside over arraignments, advisements, pretrial proceedings, motions hearings, trials, sentencing hearings, and other judicial proceedings of the Fort Collins Municipal Court. In performing such duties, the Assistant Municipal Judge may accept pleas, issue orders, impose sentences and fines, determine bond and release conditions where authorized, and exercise all judicial powers necessary to adjudicate matters properly before the Court. The Assistant Municipal Judge may also serve as a referee or hearing officer for civil infractions, camera radar, red light, parking, and other matters authorized by law or assigned by the Chief Judge. The Assistant Municipal Judge shall conduct all proceedings in a fair and impartial manner in accordance with the Fort Collins City Charter, the Fort Collins Municipal Code, applicable court rules, the Colorado Code of Judicial Conduct, and other applicable laws.

RESOLUTION 2026-084
OF THE COUNCIL OF THE CITY OF FORT COLLINS
REAPPOINTING LAURA HINOJOS AS AN ASSISTANT MUNICIPAL JUDGE OF THE FORT COLLINS MUNICIPAL COURT AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT

A. City of Fort Collins Charter Article VII provides that City Council shall appoint the judge or judges of the Municipal Court for two-year terms.

B. On July 2, 2024, City Council appointed Laura Hinojos as an Assistant Municipal Judge to back up Chief Judge Jill Hueser for a term beginning July 1, 2024, and ending June 30, 2026.

C. Judge Hinojos has served admirably, and the Chief Judge has recommended that City Council reappoint Judge Hinojos for another two-year term.

D. City Council recognizes that Laura Hinojos is a reputable and qualified attorney and wishes to reappoint her to serve in such capacity on the recommendation of the Chief Judge.

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

Section 1. Laura Hinojos is hereby appointed Assistant Municipal Judge, for a term beginning July 1, 2026, and ending June 30, 2028, to serve as an Assistant Municipal Judge for the City as deemed necessary by the Chief Judge.

Section 2. The compensation to be paid by the City to Judge Hinojos for serving in this capacity shall be at the rate of One Hundred Ten Dollars ($110) per hour.

Section 3. The Mayor is hereby authorized to enter into an employment agreement in a form consistent with Exhibit A attached hereto and incorporated herein by this reference, for the period of July 1, 2026, through June 30, 2028, between the City and Laura Hinojos to effectuate the purposes of this Resolution.

Passed and adopted on June 16, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: June 16, 2026
Approving Attorney: April Silva

Exhibit: Exhibit A – Employment Agreement

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of July, 2026 (Effective Date"), by and between the City of Fort Collins, hereinafter referred to as the "City," and Laura Hinojos, hereinafter referred to as the "Employee," pursuant to these terms and conditions:

WHEREAS, the City wishes to employ the services of the Employee as Assistant Municipal Judge and the Employee wishes to provide their services to the City in that capacity; and

WHEREAS, pursuant to Resolution 2026-084, the City Council has approved the appointment of the Employee as Assistant Municipal Judge and has authorized the Mayor to enter into an Employment Agreement with the Employee; and

WHEREAS, the City and the Employee desire to provide for certain procedures, benefits, and requirements regarding the employment of the Employee by the City; and

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the City and the Employee do hereby agree to the following:

1. Scope of Services

The City agrees to employ the Employee as Assistant Municipal Judge and the Employee agrees to perform all functions and duties as specified in the job description attached hereto as Exhibit "A" and incorporated herein by reference, and to perform such other duties as might be assigned. The Municipal Judge may also appoint, or unappoint, the Employee to serve as a Municipal Court Referee. Such appointment is separate from Employee's work under this Agreement and is not governed by or subject to this Agreement.

2. Compensation

The Employee shall be compensated at the regular rate of One Hundred Ten Dollars ($110.00) per hour, less deductions and withholdings required by law, or authorized by City of Fort Collins Personnel Policies and Procedures, or authorized by the Employee. The Court Administrator, in coordination with the Employee, shall maintain and submit to the City a time sheet showing all hours worked prior to any payment therefor. All payments shall be made within thirty (30) days of receipt of said time sheet. This position shall be considered exempt for the purposes of the Fair Labor Standards Act and applicable state laws; accordingly, the Employee shall not be eligible forovertime pay.

3. Term of Employment

(a) The term of this Agreement shall be from July 1, 2026, to and including June 30, 2028. Nothing contained in this Agreement shall preclude renegotiation of this Agreement prior to the expiration of its term.

(b) It is understood and agreed to by the Employee that upon termination of this Agreement, either under this paragraph or under the provisions of Paragraph 4 hereof, the Employee

shall not be entitled to any amount of additional compensation, as severance pay or otherwise, other than as provided in Paragraphs 2 and 6 of this Agreement.

4. Early Termination

(a) Either party may terminate this Agreement at any time with or without cause prior to the expiration of the term hereof by providing written notice of termination to the other party at least fifteen (15) calendar days prior to the date of early termination. The City may, at its discretion, provide the Employee with fifteen (15) calendar days' compensation at their regular rate in lieu of such notice. Such notice shall be deemed effective upon personal delivery or as of the date of deposit into the United States mail, postage prepaid, addressed as follows:

TO THE EMPLOYEE:
Laura Hinojos
At last known address on file with the Human Resources Department

TO THE CITY:
City of Fort Collins, Colorado
Chief Judge Jill A. Hueser
P.0. Box 580
Fort Collins, CO 80522

(b) The City has appropriated funds in the current fiscal year to meet the obligations of this Agreement through the current fiscal year. This Agreement shall terminate at the end of the City's current fiscal year if the City does not, prior to the end of the current fiscal year, appropriate funds for the subsequent fiscal year with which to meet its obligation under this Agreement in the subsequent fiscal year. The parties acknowledge that the City has made no promise to continue to appropriate funds beyond the current fiscal year.

5. Insurance Coverage; Vacation, Holiday and Sick Leave

The Employee shall not be entitled to the medical insurance plans, dental insurance plans, vision plan, life and accidental death and dismemberment insurance plans, long term disability plan, an Employee Assistance Program, retirement or deferred compensation plans, or any other group insurance plan or other benefits that may be offered to some other City employees. The Employee shall not be entitled to paid vacation time, paid holiday time, paid short-term disability leave, or any other sort of paid leave as may be available to some other City employees except that the Employee is entitled to receive and use paid sick leave benefits provided to hourly City employees as described in the City's ***Personnel Policies and Procedures***.

6. Applicability of Personnel Policies

(a) The Employee hereby acknowledges receipt of the City's ***Personnel Policies and Procedures*** and the City Council-adopted ***Anti-Discrimination and Anti-Harassment Policy*** and agrees that she shall comply with and be bound by all provisions that apply to contractual or City Council-appointed employees. The Employee acknowledges that the City may in its sole discretion amend, modify, supplement, rescind or otherwise change any and all policies and procedures in the ***Personnel Policies and Procedures*** and the ***Anti-Discrimination and Anti-Harassment Policy*** adopted by the City Council at any time.

(b) Although the City's ***Personnel Policies and Procedures*** and the City Council-adopted ***Anti-Discrimination and Anti-Harassment Policy*** contain examples of types of disciplinary action including dismissal and examples of misconduct, it is understood and agreed by the Employee that the City is not required to take any disciplinary action whatsoever or follow any sort of disciplinary procedures prior to terminating this Agreement pursuant to paragraphs 3 and 4 above. In the event the City, in its sole discretion, decides to undertake disciplinary action, the City may discontinue such action at any time and at no time waives its right to terminate this Agreement pursuant to paragraphs 3 and 4 above.

(c) In the event that any applicable personnel policies set forth in the City's ***Personnel Policies and Procedures*** or the City Council-adopted ***Anti-Discrimination and Anti-Harassment Policy*** are inconsistent or conflict with the terms of this Agreement, then the terms of this Agreement shall be controlling.

7. Proprietary Rights

(a) The Employee will disclose to the City promptly all improvements, discoveries, ideas, inventions, and information pertinent to the operation or functions of the City which the Employee may develop either individually or in conjunction with others, or of which existence the Employee may otherwise learn during the period of employment by the City.

(b) The Employee agrees that all products which she may develop during the Employee's employment, whether individually or in conjunction with others, and all intermediate and partial versions thereof, as well as all materials, flow charts, notes, outlines and the like created in connection therewith (collectively referred to as "Work Product"), and any formulae, processes, logarithms, ideas and other information not generally known to the public, whether or not protected by copyright, and developed or generated by the Employee in the course of the Employee's employment hereunder, shall be the sole property of the City upon their creation or, in the case of copyrightable works, fixation in a tangible medium of expression.

(c) The Employee hereby assigns to the City the sole and exclusive right, title and interest in and to all Work Product, and all copies of such Work Product, without further consideration. The Employee further acknowledges that the City shall retain ownership of and the right to reproduce, market, license, or otherwise distribute any program or material produced by the Employee under the terms of this Agreement.

8. Conflict Avoidance

The Employee agrees to carry out their duties and responsibilities as an Assistant Municipal Judge in a way that does not interfere with their duty to serve as a fair and impartial municipal judge, or that creates a conflict of interest or the appearance of a conflict of interest that would interfere with the work of any lawyer or law firm that provides legal services to the city, and further agrees that they will not work on any of the City's litigation matters under the auspices of their employment with any law practice.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the rights granted herein and the obligations assumed herein. Any oral representation or oral modification concerning this Agreement shall be of no force or effect. Although the personnel policies set forth in the City's ***Personnel Policies and Procedures*** and the City Council-approved ***Anti-Discrimination and Anti-Harassment Policy*** may be amended, modified, supplemented or rescinded at any time at the sole discretion of the City, the terms of this Agreement can be modified only by a writing signed by the parties hereto. It is further understood and agreed by the Employee that no representation, promise or other agreement not expressly contained herein has been made to induce the execution of this Agreement, and that the terms of this Agreement are contractual and not merely recitals.

10. Enforcement of Agreement; Attorneys' Fees and Costs

If any action is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it or she is entitled.

11. Severability

Should any provision, part or term of this Agreement be declared or determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, then the legality, validity and enforceability of the remaining parts, terms and provisions should not be affected thereby and said illegal, invalid or unenforceable part, provision or term shall be deemed not to be part of this Agreement.

12. Binding Effect

This Agreement shall be binding upon the parties hereto and the heirs, successors and assigns of each respectively. The City and the Employee freely and voluntarily enter into this Agreement and have executed this Agreement having first read the same and intending to be bound.

CITY OF FORT COLLINS, COLORADO
a municipal corporation

By: _____
Emily Francis, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Senior Deputy City Attorney

EMPLOYEE:

_____
Laura Hinojos, Esq.

APPROVED:

_____
Human Resources Executive

APPROVED:

_____
Chief Judge Jill A. Hueser

EXHIBIT A
JOB DESCRIPTION FOR THE ASSISTANT MUNICIPAL JUDGE

The Assistant Municipal Judge shall perform such judicial duties as may be assigned by the Chief Judge and authorized by the Fort Collins City Charter, the Fort Collins Municipal Code, applicable court rules, and state law. The Assistant Municipal Judge may preside over arraignments, advisements, pretrial proceedings, motions hearings, trials, sentencing hearings, and other judicial proceedings of the Fort Collins Municipal Court. In performing such duties, the Assistant Municipal Judge may accept pleas, issue orders, impose sentences and fines, determine bond and release conditions where authorized, and exercise all judicial powers necessary to adjudicate matters properly before the Court. The Assistant Municipal Judge may also serve as a referee or hearing officer for civil infractions, camera radar, red light, parking, and other matters authorized by law or assigned by the Chief Judge. The Assistant Municipal Judge shall conduct all proceedings in a fair and impartial manner in accordance with the Fort Collins City Charter, the Fort Collins Municipal Code, applicable court rules, the Colorado Code of Judicial Conduct, and other applicable laws.

RESOLUTION 2026-085
OF THE COUNCIL OF THE CITY OF FORT COLLINS REAPPOINTING WHITNEY STARK AS AN ASSISTANT MUNICIPAL JUDGE OF THE FORT COLLINS MUNICIPAL COURT AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT

A. City of Fort Collins Charter Article VII provides that City Council shall appoint the judge or judges of the Municipal Court for two-year terms.

B. On July 2, 2024, City Council appointed Whitney Stark as an Assistant Municipal Judge to back up Chief Judge Jill Hueser for a term beginning July 1, 2024, and ending June 30, 2026.

C. Judge Stark has served admirably, and the Chief Judge has recommended that City Council reappoint Judge Stark for another two-year term.

D. City Council recognizes that Whitney Stark is a reputable and qualified attorney and wishes to reappoint her to serve in such capacity on the recommendation of the Chief Judge.

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

Section 1. Whitney Stark is hereby appointed Assistant Municipal Judge, for a term beginning July 1, 2026, and ending June 30, 2028, to serve as an Assistant Municipal Judge for the City as deemed necessary by the Chief Judge.

Section 2. The compensation to be paid by the City to Judge Stark for serving in this capacity shall be at the rate of One Hundred Ten Dollars ($110) per hour.

Section 3. The Mayor is hereby authorized to enter into an employment agreement in a form consistent with Exhibit A attached hereto and incorporated herein by this reference, for the period of July 1, 2026, through June 30, 2028, between the City and Whitney Stark to effectuate the purposes of this Resolution.

Passed and adopted on June 16, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: June 16, 2026
Approving Attorney: April Silva

Exhibit: Exhibit A – Employment Agreement

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of July, 2026 (Effective Date"), by and between the City of Fort Collins, hereinafter referred to as the "City," and Whitney Stark, hereinafter referred to as the "Employee," pursuant to these terms and conditions:

WHEREAS, the City wishes to employ the services of the Employee as Assistant Municipal Judge and the Employee wishes to provide their services to the City in that capacity; and

WHEREAS, pursuant to Resolution 2026-085, the City Council has approved the appointment of the Employee as Assistant Municipal Judge and has authorized the Mayor to enter into an Employment Agreement with the Employee; and

WHEREAS, the City and the Employee desire to provide for certain procedures, benefits, and requirements regarding the employment of the Employee by the City; and

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the City and the Employee do hereby agree to the following:

1. Scope of Services

The City agrees to employ the Employee as Assistant Municipal Judge and the Employee agrees to perform all functions and duties as specified in the job description attached hereto as Exhibit "A" and incorporated herein by reference, and to perform such other duties as might be assigned. The Municipal Judge may also appoint, or unappoint, the Employee to serve as a Municipal Court Referee. Such appointment is separate from Employee's work under this Agreement and is not governed by or subject to this Agreement.

2. Compensation

The Employee shall be compensated at the regular rate of One Hundred Ten Dollars ($110.00) per hour, less deductions and withholdings required by law, or authorized by City of Fort Collins Personnel Policies and Procedures, or authorized by the Employee. The Court Administrator, in coordination with the Employee, shall maintain and submit to the City a time sheet showing all hours worked prior to any payment therefor. All payments shall be made within thirty (30) days of receipt of said time sheet. This position shall be considered exempt for the purposes of the Fair Labor Standards Act and applicable state laws; accordingly, the Employee shall not be eligible forovertime pay.

3. Term of Employment

(a) The term of this Agreement shall be from July 1, 2026, to and including June 30, 2028. Nothing contained in this Agreement shall preclude renegotiation of this Agreement prior to the expiration of its term.

(b) It is understood and agreed to by the Employee that upon termination of this Agreement, either under this paragraph or under the provisions of Paragraph 4 hereof, the Employee

shall not be entitled to any amount of additional compensation, as severance pay or otherwise, other than as provided in Paragraphs 2 and 6 of this Agreement.

4. Early Termination

(a) Either party may terminate this Agreement at any time with or without cause prior to the expiration of the term hereof by providing written notice of termination to the other party at least fifteen (15) calendar days prior to the date of early termination. The City may, at its discretion, provide the Employee with fifteen (15) calendar days' compensation at their regular rate in lieu of such notice. Such notice shall be deemed effective upon personal delivery or as of the date of deposit into the United States mail, postage prepaid, addressed as follows:

TO THE EMPLOYEE:
Whitney Stark
At last known address on file with the Human Resources Department

TO THE CITY:
City of Fort Collins, Colorado
Chief Judge Jill A. Hueser
P.0. Box 580
Fort Collins, CO 80522

(b) The City has appropriated funds in the current fiscal year to meet the obligations of this Agreement through the current fiscal year. This Agreement shall terminate at the end of the City's current fiscal year if the City does not, prior to the end of the current fiscal year, appropriate funds for the subsequent fiscal year with which to meet its obligation under this Agreement in the subsequent fiscal year. The parties acknowledge that the City has made no promise to continue to appropriate funds beyond the current fiscal year.

5. Insurance Coverage; Vacation, Holiday and Sick Leave

The Employee shall not be entitled to the medical insurance plans, dental insurance plans, vision plan, life and accidental death and dismemberment insurance plans, long term disability plan, an Employee Assistance Program, retirement or deferred compensation plans, or any other group insurance plan or other benefits that may be offered to some other City employees. The Employee shall not be entitled to paid vacation time, paid holiday time, paid short-term disability leave, or any other sort of paid leave as may be available to some other City employees except that the Employee is entitled to receive and use paid sick leave benefits provided to hourly City employees as described in the City's ***Personnel Policies and Procedures***.

6. Applicability of Personnel Policies

(a) The Employee hereby acknowledges receipt of the City's ***Personnel Policies and Procedures*** and the City Council-adopted ***Anti-Discrimination and Anti-Harassment Policy*** and agrees that she shall comply with and be bound by all provisions that apply to contractual or City Council-appointed employees. The Employee acknowledges that the City may in its sole discretion amend, modify, supplement, rescind or otherwise change any and all policies and procedures in the ***Personnel Policies and Procedures*** and the ***Anti-Discrimination and Anti-Harassment Policy*** adopted by the City Council at any time.

(b) Although the City's ***Personnel Policies and Procedures*** and the City Council-adopted ***Anti-Discrimination and Anti-Harassment Policy*** contain examples of types of disciplinary action including dismissal and examples of misconduct, it is understood and agreed by the Employee that the City is not required to take any disciplinary action whatsoever or follow any sort of disciplinary procedures prior to terminating this Agreement pursuant to paragraphs 3 and 4 above. In the event the City, in its sole discretion, decides to undertake disciplinary action, the City may discontinue such action at any time and at no time waives its right to terminate this Agreement pursuant to paragraphs 3 and 4 above.

(c) In the event that any applicable personnel policies set forth in the City's ***Personnel Policies and Procedures*** or the City Council-adopted ***Anti-Discrimination and Anti-Harassment Policy*** are inconsistent or conflict with the terms of this Agreement, then the terms of this Agreement shall be controlling.

7. Proprietary Rights

(a) The Employee will disclose to the City promptly all improvements, discoveries, ideas, inventions, and information pertinent to the operation or functions of the City which the Employee may develop either individually or in conjunction with others, or of which existence the Employee may otherwise learn during the period of employment by the City.

(b) The Employee agrees that all products which she may develop during the Employee's employment, whether individually or in conjunction with others, and all intermediate and partial versions thereof, as well as all materials, flow charts, notes, outlines and the like created in connection therewith (collectively referred to as "Work Product"), and any formulae, processes, logarithms, ideas and other information not generally known to the public, whether or not protected by copyright, and developed or generated by the Employee in the course of the Employee's employment hereunder, shall be the sole property of the City upon their creation or, in the case of copyrightable works, fixation in a tangible medium of expression.

(c) The Employee hereby assigns to the City the sole and exclusive right, title and interest in and to all Work Product, and all copies of such Work Product, without further consideration. The Employee further acknowledges that the City shall retain ownership of and the right to reproduce, market, license, or otherwise distribute any program or material produced by the Employee under the terms of this Agreement.

8. Conflict Avoidance

The Employee agrees to carry out their duties and responsibilities as an Assistant Municipal Judge in a way that does not interfere with their duty to serve as a fair and impartial municipal judge, or that creates a conflict of interest or the appearance of a conflict of interest that would interfere with the work of any lawyer or law firm that provides legal services to the city, and further agrees that they will not work on any of the City's litigation matters under the auspices of their employment with any law practice.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the rights granted herein and the obligations assumed herein. Any oral representation or oral modification concerning this Agreement shall be of no force or effect. Although the personnel policies set forth in the City's ***Personnel Policies and Procedures*** and the City Council-approved ***Anti-Discrimination and Anti-Harassment Policy*** may be amended, modified, supplemented or rescinded at any time at the sole discretion of the City, the terms of this Agreement can be modified only by a writing signed by the parties hereto. It is further understood and agreed by the Employee that no representation, promise or other agreement not expressly contained herein has been made to induce the execution of this Agreement, and that the terms of this Agreement are contractual and not merely recitals.

10. Enforcement of Agreement; Attorneys' Fees and Costs

If any action is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it or she is entitled.

11. Severability

Should any provision, part or term of this Agreement be declared or determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, then the legality, validity and enforceability of the remaining parts, terms and provisions should not be affected thereby and said illegal, invalid or unenforceable part, provision or term shall be deemed not to be part of this Agreement.

12. Binding Effect

This Agreement shall be binding upon the parties hereto and the heirs, successors and assigns of each respectively. The City and the Employee freely and voluntarily enter into this Agreement and have executed this Agreement having first read the same and intending to be bound.

CITY OF FORT COLLINS, COLORADO
a municipal corporation

By: _____
Emily Francis, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Senior Deputy City Attorney

EMPLOYEE:

_____
Whitney Stark, Esq.

APPROVED:

_____
Human Resources Executive

APPROVED:

_____
Chief Judge Jill A. Hueser

EXHIBIT A
JOB DESCRIPTION FOR THE ASSISTANT MUNICIPAL JUDGE

The Assistant Municipal Judge shall perform such judicial duties as may be assigned by the Chief Judge and authorized by the Fort Collins City Charter, the Fort Collins Municipal Code, applicable court rules, and state law. The Assistant Municipal Judge may preside over arraignments, advisements, pretrial proceedings, motions hearings, trials, sentencing hearings, and other judicial proceedings of the Fort Collins Municipal Court. In performing such duties, the Assistant Municipal Judge may accept pleas, issue orders, impose sentences and fines, determine bond and release conditions where authorized, and exercise all judicial powers necessary to adjudicate matters properly before the Court. The Assistant Municipal Judge may also serve as a referee or hearing officer for civil infractions, camera radar, red light, parking, and other matters authorized by law or assigned by the Chief Judge. The Assistant Municipal Judge shall conduct all proceedings in a fair and impartial manner in accordance with the Fort Collins City Charter, the Fort Collins Municipal Code, applicable court rules, the Colorado Code of Judicial Conduct, and other applicable laws.

RESOLUTION 2026-086
OF THE COUNCIL OF THE CITY OF FORT COLLINS REAPPOINTING LINDA COOKE AS AN ASSISTANT MUNICIPAL JUDGE OF THE FORT COLLINS MUNICIPAL COURT AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT

A. City of Fort Collins Charter Article VII provides that City Council shall appoint the judge or judges of the Municipal Court for two-year terms.

B. On July 2, 2024, City Council appointed Linda Cooke as an Assistant Municipal Judge to back up Chief Judge Jill Hueser for a term beginning July 1, 2024, and ending June 30, 2026.

C. Judge Cooke has served admirably, and the Chief Judge has recommended that City Council reappoint Judge Cooke for another two-year term.

D. City Council recognizes that Linda Cooke is a reputable and qualified attorney and wishes to reappoint her to serve in such capacity on the recommendation of the Chief Judge.

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

Section 1. Linda Cooke is hereby appointed Assistant Municipal Judge, for a term beginning July 1, 2026, and ending June 30, 2028, to serve as an Assistant Municipal Judge for the City as deemed necessary by the Chief Judge.

Section 2. The compensation to be paid by the City to Judge Cooke for serving in this capacity shall be at the rate of One Hundred Ten Dollars ($110) per hour.

Section 3. The Mayor is hereby authorized to enter into an employment agreement in a form consistent with Exhibit A attached hereto and incorporated herein by this reference, for the period of July 1, 2026, through June 30, 2028, between the City and Linda Cooke to effectuate the purposes of this Resolution.

Passed and adopted on June 16, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: June 16, 2026
Approving Attorney: April Silva

Exhibit: Exhibit A – Employment Agreement

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of July, 2026 (Effective Date"), by and between the City of Fort Collins, hereinafter referred to as the "City," and Linda Cooke, hereinafter referred to as the "Employee," pursuant to these terms and conditions:

WHEREAS, the City wishes to employ the services of the Employee as Assistant Municipal Judge and the Employee wishes to provide their services to the City in that capacity; and

WHEREAS, pursuant to Resolution 2026-086, the City Council has approved the appointment of the Employee as Assistant Municipal Judge and has authorized the Mayor to enter into an Employment Agreement with the Employee; and

WHEREAS, the City and the Employee desire to provide for certain procedures, benefits, and requirements regarding the employment of the Employee by the City; and

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the City and the Employee do hereby agree to the following:

1. Scope of Services

The City agrees to employ the Employee as Assistant Municipal Judge and the Employee agrees to perform all functions and duties as specified in the job description attached hereto as Exhibit "A" and incorporated herein by reference, and to perform such other duties as might be assigned. The Municipal Judge may also appoint, or unappoint, the Employee to serve as a Municipal Court Referee. Such appointment is separate from Employee's work under this Agreement and is not governed by or subject to this Agreement.

2. Compensation

The Employee shall be compensated at the regular rate of One Hundred Ten Dollars ($110.00) per hour, less deductions and withholdings required by law, or authorized by City of Fort Collins Personnel Policies and Procedures, or authorized by the Employee. The Court Administrator, in coordination with the Employee, shall maintain and submit to the City a time sheet showing all hours worked prior to any payment therefor. All payments shall be made within thirty (30) days of receipt of said time sheet. This position shall be considered exempt for the purposes of the Fair Labor Standards Act and applicable state laws; accordingly, the Employee shall not be eligible forovertime pay.

3. Term of Employment

(a) The term of this Agreement shall be from July 1, 2026, to and including June 30, 2028. Nothing contained in this Agreement shall preclude renegotiation of this Agreement prior to the expiration of its term.

(b) It is understood and agreed to by the Employee that upon termination of this Agreement, either under this paragraph or under the provisions of Paragraph 4 hereof, the Employee

shall not be entitled to any amount of additional compensation, as severance pay or otherwise, other than as provided in Paragraphs 2 and 6 of this Agreement.

4. Early Termination

(a) Either party may terminate this Agreement at any time with or without cause prior to the expiration of the term hereof by providing written notice of termination to the other party at least fifteen (15) calendar days prior to the date of early termination. The City may, at its discretion, provide the Employee with fifteen (15) calendar days' compensation at their regular rate in lieu of such notice. Such notice shall be deemed effective upon personal delivery or as of the date of deposit into the United States mail, postage prepaid, addressed as follows:

TO THE EMPLOYEE:
Linda Cooke
At last known address on file with the Human Resources Department

TO THE CITY:
City of Fort Collins, Colorado
Chief Judge Jill A. Hueser
P.0. Box 580
Fort Collins, CO 80522

(b) The City has appropriated funds in the current fiscal year to meet the obligations of this Agreement through the current fiscal year. This Agreement shall terminate at the end of the City's current fiscal year if the City does not, prior to the end of the current fiscal year, appropriate funds for the subsequent fiscal year with which to meet its obligation under this Agreement in the subsequent fiscal year. The parties acknowledge that the City has made no promise to continue to appropriate funds beyond the current fiscal year.

5. Insurance Coverage; Vacation, Holiday and Sick Leave

The Employee shall not be entitled to the medical insurance plans, dental insurance plans, vision plan, life and accidental death and dismemberment insurance plans, long term disability plan, an Employee Assistance Program, retirement or deferred compensation plans, or any other group insurance plan or other benefits that may be offered to some other City employees. The Employee shall not be entitled to paid vacation time, paid holiday time, paid short-term disability leave, or any other sort of paid leave as may be available to some other City employees except that the Employee is entitled to receive and use paid sick leave benefits provided to hourly City employees as described in the City's ***Personnel Policies and Procedures***.

6. Applicability of Personnel Policies

(a) The Employee hereby acknowledges receipt of the City's ***Personnel Policies and Procedures*** and the City Council-adopted ***Anti-Discrimination and Anti-Harassment Policy*** and agrees that she shall comply with and be bound by all provisions that apply to contractual or City Council-appointed employees. The Employee acknowledges that the City may in its sole discretion amend, modify, supplement, rescind or otherwise change any and all policies and procedures in the ***Personnel Policies and Procedures*** and the ***Anti-Discrimination and Anti-Harassment Policy*** adopted by the City Council at any time.

(b) Although the City's ***Personnel Policies and Procedures*** and the City Council-adopted ***Anti-Discrimination and Anti-Harassment Policy*** contain examples of types of disciplinary action including dismissal and examples of misconduct, it is understood and agreed by the Employee that the City is not required to take any disciplinary action whatsoever or follow any sort of disciplinary procedures prior to terminating this Agreement pursuant to paragraphs 3 and 4 above. In the event the City, in its sole discretion, decides to undertake disciplinary action, the City may discontinue such action at any time and at no time waives its right to terminate this Agreement pursuant to paragraphs 3 and 4 above.

(c) In the event that any applicable personnel policies set forth in the City's ***Personnel Policies and Procedures*** or the City Council-adopted ***Anti-Discrimination and Anti-Harassment Policy*** are inconsistent or conflict with the terms of this Agreement, then the terms of this Agreement shall be controlling.

7. Proprietary Rights

(a) The Employee will disclose to the City promptly all improvements, discoveries, ideas, inventions, and information pertinent to the operation or functions of the City which the Employee may develop either individually or in conjunction with others, or of which existence the Employee may otherwise learn during the period of employment by the City.

(b) The Employee agrees that all products which she may develop during the Employee's employment, whether individually or in conjunction with others, and all intermediate and partial versions thereof, as well as all materials, flow charts, notes, outlines and the like created in connection therewith (collectively referred to as "Work Product"), and any formulae, processes, logarithms, ideas and other information not generally known to the public, whether or not protected by copyright, and developed or generated by the Employee in the course of the Employee's employment hereunder, shall be the sole property of the City upon their creation or, in the case of copyrightable works, fixation in a tangible medium of expression.

(c) The Employee hereby assigns to the City the sole and exclusive right, title and interest in and to all Work Product, and all copies of such Work Product, without further consideration. The Employee further acknowledges that the City shall retain ownership of and the right to reproduce, market, license, or otherwise distribute any program or material produced by the Employee under the terms of this Agreement.

8. Conflict Avoidance

The Employee agrees to carry out their duties and responsibilities as an Assistant Municipal Judge in a way that does not interfere with their duty to serve as a fair and impartial municipal judge, or that creates a conflict of interest or the appearance of a conflict of interest that would interfere with the work of any lawyer or law firm that provides legal services to the city, and further agrees that they will not work on any of the City's litigation matters under the auspices of their employment with any law practice.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the rights granted herein and the obligations assumed herein. Any oral representation or oral modification concerning this Agreement shall be of no force or effect. Although the personnel policies set forth in the City's ***Personnel Policies and Procedures*** and the City Council-approved ***Anti-Discrimination and Anti-Harassment Policy*** may be amended, modified, supplemented or rescinded at any time at the sole discretion of the City, the terms of this Agreement can be modified only by a writing signed by the parties hereto. It is further understood and agreed by the Employee that no representation, promise or other agreement not expressly contained herein has been made to induce the execution of this Agreement, and that the terms of this Agreement are contractual and not merely recitals.

10. Enforcement of Agreement; Attorneys' Fees and Costs

If any action is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it or she is entitled.

11. Severability

Should any provision, part or term of this Agreement be declared or determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, then the legality, validity and enforceability of the remaining parts, terms and provisions should not be affected thereby and said illegal, invalid or unenforceable part, provision or term shall be deemed not to be part of this Agreement.

12. Binding Effect

This Agreement shall be binding upon the parties hereto and the heirs, successors and assigns of each respectively. The City and the Employee freely and voluntarily enter into this Agreement and have executed this Agreement having first read the same and intending to be bound.

CITY OF FORT COLLINS, COLORADO
a municipal corporation

By: _____
Emily Francis, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Senior Deputy City Attorney

EMPLOYEE:

_____
Linda Cooke, Esq.

APPROVED:

_____
Human Resources Executive

APPROVED:

_____
Chief Judge Jill A. Hueser

EXHIBIT A
JOB DESCRIPTION FOR THE ASSISTANT MUNICIPAL JUDGE

The Assistant Municipal Judge shall perform such judicial duties as may be assigned by the Chief Judge and authorized by the Fort Collins City Charter, the Fort Collins Municipal Code, applicable court rules, and state law. The Assistant Municipal Judge may preside over arraignments, advisements, pretrial proceedings, motions hearings, trials, sentencing hearings, and other judicial proceedings of the Fort Collins Municipal Court. In performing such duties, the Assistant Municipal Judge may accept pleas, issue orders, impose sentences and fines, determine bond and release conditions where authorized, and exercise all judicial powers necessary to adjudicate matters properly before the Court. The Assistant Municipal Judge may also serve as a referee or hearing officer for civil infractions, camera radar, red light, parking, and other matters authorized by law or assigned by the Chief Judge. The Assistant Municipal Judge shall conduct all proceedings in a fair and impartial manner in accordance with the Fort Collins City Charter, the Fort Collins Municipal Code, applicable court rules, the Colorado Code of Judicial Conduct, and other applicable laws.

RESOLUTION 2026-087
OF THE COUNCIL OF THE CITY OF FORT COLLINS REAPPOINTING JANA KASPAR AS AN ASSISTANT MUNICIPAL JUDGE OF THE FORT COLLINS MUNICIPAL COURT AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT

A. City of Fort Collins Charter Article VII provides that City Council shall appoint the judge or judges of the Municipal Court for two-year terms.

B. On July 2, 2024, City Council appointed Jana Kaspar as an Assistant Municipal Judge to back up Chief Judge Jill Hueser for a term beginning July 1, 2024, and ending June 30, 2026.

C. Judge Kaspar has served admirably, and the Chief Judge has recommended that City Council reappoint Judge Kaspar for another two-year term.

D. City Council recognizes that Jana Kaspar is a reputable and qualified attorney and wishes to reappoint her to serve in such capacity on the recommendation of the Chief Judge.

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

Section 1. Jana Kaspar is hereby appointed Assistant Municipal Judge, for a term beginning July 1, 2026, and ending June 30, 2028, to serve as an Assistant Municipal Judge for the City as deemed necessary by the Chief Judge.

Section 2. The compensation to be paid by the City to Judge Kaspar for serving in this capacity shall be at the rate of One Hundred Ten Dollars ($110) per hour.

Section 3. The Mayor is hereby authorized to enter into an employment agreement in a form consistent with Exhibit A attached hereto and incorporated herein by this reference, for the period of July 1, 2026, through June 30, 2028, between the City and Jana Kaspar to effectuate the purposes of this Resolution.

Passed and adopted on June 16, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: June 16, 2026
Approving Attorney: April Silva

Exhibit: Exhibit A – Employment Agreement

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of July, 2026 (Effective Date"), by and between the City of Fort Collins, hereinafter referred to as the "City," and Jana Kaspar, hereinafter referred to as the "Employee," pursuant to these terms and conditions:

WHEREAS, the City wishes to employ the services of the Employee as Assistant Municipal Judge and the Employee wishes to provide their services to the City in that capacity; and

WHEREAS, pursuant to Resolution 2026-087, the City Council has approved the appointment of the Employee as Assistant Municipal Judge and has authorized the Mayor to enter into an Employment Agreement with the Employee; and

WHEREAS, the City and the Employee desire to provide for certain procedures, benefits, and requirements regarding the employment of the Employee by the City; and

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the City and the Employee do hereby agree to the following:

1. Scope of Services

The City agrees to employ the Employee as Assistant Municipal Judge and the Employee agrees to perform all functions and duties as specified in the job description attached hereto as Exhibit "A" and incorporated herein by reference, and to perform such other duties as might be assigned. The Municipal Judge may also appoint, or unappoint, the Employee to serve as a Municipal Court Referee. Such appointment is separate from Employee's work under this Agreement and is not governed by or subject to this Agreement.

2. Compensation

The Employee shall be compensated at the regular rate of One Hundred Ten Dollars ($110.00) per hour, less deductions and withholdings required by law, or authorized by City of Fort Collins Personnel Policies and Procedures, or authorized by the Employee. The Court Administrator, in coordination with the Employee, shall maintain and submit to the City a time sheet showing all hours worked prior to any payment therefor. All payments shall be made within thirty (30) days of receipt of said time sheet. This position shall be considered exempt for the purposes of the Fair Labor Standards Act and applicable state laws; accordingly, the Employee shall not be eligible forovertime pay.

3. Term of Employment

(a) The term of this Agreement shall be from July 1, 2026, to and including June 30, 2028. Nothing contained in this Agreement shall preclude renegotiation of this Agreement prior to the expiration of its term.

(b) It is understood and agreed to by the Employee that upon termination of this Agreement, either under this paragraph or under the provisions of Paragraph 4 hereof, the Employee

shall not be entitled to any amount of additional compensation, as severance pay or otherwise, other than as provided in Paragraphs 2 and 6 of this Agreement.

4. Early Termination

(a) Either party may terminate this Agreement at any time with or without cause prior to the expiration of the term hereof by providing written notice of termination to the other party at least fifteen (15) calendar days prior to the date of early termination. The City may, at its discretion, provide the Employee with fifteen (15) calendar days' compensation at their regular rate in lieu of such notice. Such notice shall be deemed effective upon personal delivery or as of the date of deposit into the United States mail, postage prepaid, addressed as follows:

TO THE EMPLOYEE:
Jana Kaspar
At last known address on file with the Human Resources Department

TO THE CITY:
City of Fort Collins, Colorado
Chief Judge Jill A. Hueser
P.0. Box 580
Fort Collins, CO 80522

(b) The City has appropriated funds in the current fiscal year to meet the obligations of this Agreement through the current fiscal year. This Agreement shall terminate at the end of the City's current fiscal year if the City does not, prior to the end of the current fiscal year, appropriate funds for the subsequent fiscal year with which to meet its obligation under this Agreement in the subsequent fiscal year. The parties acknowledge that the City has made no promise to continue to appropriate funds beyond the current fiscal year.

5. Insurance Coverage; Vacation, Holiday and Sick Leave

The Employee shall not be entitled to the medical insurance plans, dental insurance plans, vision plan, life and accidental death and dismemberment insurance plans, long term disability plan, an Employee Assistance Program, retirement or deferred compensation plans, or any other group insurance plan or other benefits that may be offered to some other City employees. The Employee shall not be entitled to paid vacation time, paid holiday time, paid short-term disability leave, or any other sort of paid leave as may be available to some other City employees except that the Employee is entitled to receive and use paid sick leave benefits provided to hourly City employees as described in the City's ***Personnel Policies and Procedures***.

6. Applicability of Personnel Policies

(a) The Employee hereby acknowledges receipt of the City's ***Personnel Policies and Procedures*** and the City Council-adopted ***Anti-Discrimination and Anti-Harassment Policy*** and agrees that she shall comply with and be bound by all provisions that apply to contractual or City Council-appointed employees. The Employee acknowledges that the City may in its sole discretion amend, modify, supplement, rescind or otherwise change any and all policies and procedures in the ***Personnel Policies and Procedures*** and the ***Anti-Discrimination and Anti-Harassment Policy*** adopted by the City Council at any time.

(b) Although the City's ***Personnel Policies and Procedures*** and the City Council-adopted ***Anti-Discrimination and Anti-Harassment Policy*** contain examples of types of disciplinary action including dismissal and examples of misconduct, it is understood and agreed by the Employee that the City is not required to take any disciplinary action whatsoever or follow any sort of disciplinary procedures prior to terminating this Agreement pursuant to paragraphs 3 and 4 above. In the event the City, in its sole discretion, decides to undertake disciplinary action, the City may discontinue such action at any time and at no time waives its right to terminate this Agreement pursuant to paragraphs 3 and 4 above.

(c) In the event that any applicable personnel policies set forth in the City's ***Personnel Policies and Procedures*** or the City Council-adopted ***Anti-Discrimination and Anti-Harassment Policy*** are inconsistent or conflict with the terms of this Agreement, then the terms of this Agreement shall be controlling.

7. Proprietary Rights

(a) The Employee will disclose to the City promptly all improvements, discoveries, ideas, inventions, and information pertinent to the operation or functions of the City which the Employee may develop either individually or in conjunction with others, or of which existence the Employee may otherwise learn during the period of employment by the City.

(b) The Employee agrees that all products which she may develop during the Employee's employment, whether individually or in conjunction with others, and all intermediate and partial versions thereof, as well as all materials, flow charts, notes, outlines and the like created in connection therewith (collectively referred to as "Work Product"), and any formulae, processes, logarithms, ideas and other information not generally known to the public, whether or not protected by copyright, and developed or generated by the Employee in the course of the Employee's employment hereunder, shall be the sole property of the City upon their creation or, in the case of copyrightable works, fixation in a tangible medium of expression.

(c) The Employee hereby assigns to the City the sole and exclusive right, title and interest in and to all Work Product, and all copies of such Work Product, without further consideration. The Employee further acknowledges that the City shall retain ownership of and the right to reproduce, market, license, or otherwise distribute any program or material produced by the Employee under the terms of this Agreement.

8. Conflict Avoidance

The Employee agrees to carry out their duties and responsibilities as an Assistant Municipal Judge in a way that does not interfere with their duty to serve as a fair and impartial municipal judge, or that creates a conflict of interest or the appearance of a conflict of interest that would interfere with the work of any lawyer or law firm that provides legal services to the city, and further agrees that they will not work on any of the City's litigation matters under the auspices of their employment with any law practice.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the rights granted herein and the obligations assumed herein. Any oral representation or oral modification concerning this Agreement shall be of no force or effect. Although the personnel policies set forth in the City's ***Personnel Policies and Procedures*** and the City Council-approved ***Anti-Discrimination and Anti-Harassment Policy*** may be amended, modified, supplemented or rescinded at any time at the sole discretion of the City, the terms of this Agreement can be modified only by a writing signed by the parties hereto. It is further understood and agreed by the Employee that no representation, promise or other agreement not expressly contained herein has been made to induce the execution of this Agreement, and that the terms of this Agreement are contractual and not merely recitals.

10. Enforcement of Agreement; Attorneys' Fees and Costs

If any action is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it or she is entitled.

11. Severability

Should any provision, part or term of this Agreement be declared or determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, then the legality, validity and enforceability of the remaining parts, terms and provisions should not be affected thereby and said illegal, invalid or unenforceable part, provision or term shall be deemed not to be part of this Agreement.

12. Binding Effect

This Agreement shall be binding upon the parties hereto and the heirs, successors and assigns of each respectively. The City and the Employee freely and voluntarily enter into this Agreement and have executed this Agreement having first read the same and intending to be bound.

CITY OF FORT COLLINS, COLORADO
a municipal corporation

By: _____
Emily Francis, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Senior Deputy City Attorney

EMPLOYEE:

_____
Jana Kaspar, Esq.

APPROVED:

_____
Human Resources Executive

APPROVED:

_____
Chief Judge Jill A. Hueser

EXHIBIT A
JOB DESCRIPTION FOR THE ASSISTANT MUNICIPAL JUDGE

The Assistant Municipal Judge shall perform such judicial duties as may be assigned by the Chief Judge and authorized by the Fort Collins City Charter, the Fort Collins Municipal Code, applicable court rules, and state law. The Assistant Municipal Judge may preside over arraignments, advisements, pretrial proceedings, motions hearings, trials, sentencing hearings, and other judicial proceedings of the Fort Collins Municipal Court. In performing such duties, the Assistant Municipal Judge may accept pleas, issue orders, impose sentences and fines, determine bond and release conditions where authorized, and exercise all judicial powers necessary to adjudicate matters properly before the Court. The Assistant Municipal Judge may also serve as a referee or hearing officer for civil infractions, camera radar, red light, parking, and other matters authorized by law or assigned by the Chief Judge. The Assistant Municipal Judge shall conduct all proceedings in a fair and impartial manner in accordance with the Fort Collins City Charter, the Fort Collins Municipal Code, applicable court rules, the Colorado Code of Judicial Conduct, and other applicable laws.

File Attachments for Item:

24. Resolution 2026-088 Making Appointments to the Downtown Development Authority Board.

The purpose of this item is to fill vacancies that will exist on the Downtown Development Authority Board as of June 30, 2026.

June 16, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Davina Lau, Public Engagement Specialist

SUBJECT

Resolution 2026-088 Making Appointments to the Downtown Development Authority Board.

EXECUTIVE SUMMARY

The purpose of this item is to fill vacancies that will exist on the Downtown Development Authority Board as of June 30, 2026.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

The terms of Cheryl Zimlich, Randy Shortridge, and Sam Coutts will expire June 30, 2026, creating three vacancies. This Resolution reappointments Cheryl Zimlich, Randy Shortridge, and Sam Coutts to fill the three vacancies on the Downtown Development Authority (DDA) Board.

City Code Section 2-462 provides that the DDA Board shall consist of eleven members, nine of whom are either residents, landowners or tenants within the boundaries of the Authority, one of whom shall be a Councilmember, and one of whom shall be a member of the Board of County Commissioners of Larimer County, provided Larimer County continues to meet the qualifications for membership on the Board of the Authority as either a landowner or tenant within the boundaries of the Authority, and formally designates one Commissioner to serve to serve in such a capacity. The Downtown Development Authority statute, Colorado Revised Statutes Section 31-25-806, requires that members of the Board, other than members of the governing body (Council) reside, be a business lessee, or own real property in the DDA area.

On May 11, 2026, Councilmember Chris Conway and Councilmember Josh Fudge interviewed applicants for the Downtown Development Authority.

These terms will begin July 1, 2026. The names of the individuals recommended to fill these vacancies are listed below.

Downtown Development Authority

Appointments	Term Effective Date	Expiration of Term
Cheryl Zimlich (Seat A)	July 1, 2026	June 30, 2030

Appointments	Term Effective Date	Expiration of Term
Randy Shortridge (Seat B)	July 1, 2026	June 30, 2030
Sam Coutts (Seat C)	July 1, 2026	June 30, 2030

CITY FINANCIAL IMPACTS

None.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

Public outreach to seek applicants for boards and commissions included a spotlight and press release on the City of Fort Collins website, media releases for earned coverage in local media sources, and social media promotion of opportunities.

ATTACHMENTS

1. Applications
2. Resolution 2026-088

VOLUNTEER APPLICATION

Sam Coutts

[redacted]

5/4/2026 8:10 AM

Application: **DDA - Downtown Development Authority**

Applicant Information

Birthday: [redacted] Gender: Male Education Level: Bachelors degree

Address: [redacted] Phone: [redacted]

Availability

	S	M	T	W	T	F	S
Morning	☐	☐	☑	☑	☑	☑	☐
Afternoon	☐	☑	☑	☑	☑	☑	☐
Evening	☐	☑	☑	☑	☑	☐	☐

Volunteer Groups Applied For

Downtown Development Authority

Job Description

☑ I have read the job description

Questions

Are you a tenant or do you reside or own property within the DDA?	YES
Current Occupation:	Principal Landscape Architect / Land Planner and Co-Owner
Current Employer:	Ripley Design, Inc
Prior work experience (please include dates):	Ripley Design 2014-present Ramskeller 2013 Carrabba's Italian Grill 2011-2012 Larimer County Detention Center 2010
Volunteer experience (please include dates):	DDA 2022-present CSU Landscape Architecture Alumni Advisory Board 2019-present
Are you currently serving on a City board or Commission? If so, which one?	Yes; DDA, Vice Chair
Why do you want to become a member of the Downtown Development Authority?	My family and I spend the majority of our time in Old Town whether we are working, playing in the fountains, watching bands, going to restaurants, walking through the shops or riding our bikes along the Poudre. It is an honor to be a part of crafting the vision of where the Downtown is headed and to steer decisions that impact the vibrancy of our town. As a small business owner in Downtown, I have a huge interest in making it a place where people want to work, live and play as it impacts my ability to attract talented employees.

Have you had any exposure to the Downtown Development Authority? If yes, please explain:	Yes; I have thoroughly enjoyed my time over the last 4 years serving on the DDA Board. I have learned a lot over the last 4 years and I would love the chance to continue using that knowledge on this Board.
Specify any activities which might create a serious conflict of interest if you are appointed:	As Landscape Architects and Land Planners, there are occasions where my firm will potential want to propose on an RFP published by the DDA. We have been able to work the the DDA's legal counsel to work through any potential conflicts of interest in the past, and I am sure we will be able to do that in the future.
Optional: How did you learn of a vacancy on this board or commission?	Other (please specify); My term is expiring.
List any abilities, skills, certifications, specialized training, or interests you have which are applicable to this board.	I am a licensed Landscape Architect in Colorado which gives me intimate knowledge on the City's land use code and policies, as well as how to responsibly plan for growth. I sit on the Design Review Committees for Centerra and Baseline communities in Loveland and Broomfield which gives me experience providing collaborative comments in site, landscape and architecture. I am the Vice President of Operations for Ripley Design which gives me the ability to see the bigger picture of where the organization is headed, but also deal with the nuts and bolts of how to get it done.
Briefly explain what you believe are the three most important issues facing the Downtown Development Authority (DDA), and how do you believe the DDA should address each issue? You may also attach/upload a separate document if additional space is required.	The three most important issues facing the DDA are as follows: 1) Affordability for business owners and patrons; 2) Parking constraints; 3) The potential for TIF financing to no long be a tool for the DDA. First, downtown needs to remain affordable for both business owners and patrons. The DDA should continue to advocate for city regulations, ordinances, land use code changes, and policies that support downtown vitality without unintentionally passing significant new costs onto small businesses. The DDA should also continue encouraging a healthy mix of businesses, including smaller and emerging local businesses that can help keep Old Town accessible to a wider range of patrons. Second, parking is a major and timely issue. As the City evaluates paid on-street parking and other parking management strategies, the DDA should help ensure that decisions are based on accurate information about true parking supply, demand, and user behavior. Just as importantly, the DDA should continue to engage downtown businesses, employees, residents, and patrons so any parking solution is workable, flexible, and

Sam Coutts

[redacted]

responsive to changing market conditions.

Third, the potential loss of TIF financing is a major long-term threat. While I believe the DDA is already on the right path under Matt Robenalt's leadership, extending this tool is critical because it is the primary funding mechanism that allows the DDA to reinvest in downtown. The DDA should continue following the current strategy to build public understanding and support for a ballot measure that extends the DDA's ability to reinvest in downtown without increasing taxes.

Are you willing to complete the required training if appointed?	YES

VOLUNTEER APPLICATION

Randy Shortridge

[redacted]

4/9/2026 2:19 PM

Application: **DDA - Downtown Development Authority**

Applicant Information

Birthday: [redacted] Gender: Male Education Level: Masters degree

Address: [redacted] Phone: [redacted]

Availability

	S	M	T	W	T	F	S
Morning	☐	☐	☐	☐	☑	☐	☐
Afternoon	☐	☐	☐	☐	☐	☐	☐
Evening	☐	☐	☐	☐	☐	☐	☐

Volunteer Groups Applied For

Downtown Development Authority

Job Description

☑ I have read the job description

Questions

Are you a tenant or do you reside or own property within the DDA?	YES
Current Occupation:	Architect/Urban Designer
Current Employer:	Self Employed, [au]workshop Architects + Urbanists
Prior work experience (please include dates):	RB+B Architects 2008-2013 RTKL Architects 1990-2008
Volunteer experience (please include dates):	DDA Board 2022-2026, various ad-hoc committees (var.)
Are you currently serving on a City board or Commission? If so, which one?	Yes; DDA
Why do you want to become a member of the Downtown Development Authority?	Currently on the DDA and desire to continue
Have you had any exposure to the Downtown Development Authority? If yes, please explain:	Yes; One term completed on the DDA Board
Specify any activities which might create a serious conflict of interest if you are appointed:	none
Optional: How did you learn of a vacancy on this board or commission?	Other (please specify); Currently on the DDA Board
List any abilities, skills, certifications, specialized training, or interests you have which are applicable to this board.	Architecture and Urbanism
Briefly explain what you believe are the three most important issues facing the Downtown Development Authority (DDA), and how do you believe the DDA should address each issue? You may also attach/upload a separate document if additional space is required.	Parking, Barriers to Development, Housing affordability.

Randy Shortridge

[redacted]

Are you willing to complete the required training if appointed?	YES

VOLUNTEER APPLICATION

Cheryl Zimlich

[redacted]

5/1/2026 2:20 PM

Application: **DDA - Downtown Development Authority**

Applicant Information

Birthday: [redacted] Gender: Female Education Level: College degree

Address: [redacted] Phone: [redacted]

Availability

	S	M	T	W	T	F	S
Morning	☑	☑	☑	☑	☑	☑	☑
Afternoon	☑	☑	☑	☑	☑	☑	☑
Evening	☑	☑	☑	☑	☑	☑	☑

Volunteer Groups Applied For

Downtown Development Authority

Job Description

☑ I have read the job description

Questions

Are you a tenant or do you reside or own property within the DDA?	YES
Current Occupation:	President and CEO
Current Employer:	Bohemian Foundation
Prior work experience (please include dates):	Bohemian Foundation – Strategy Consultant, Board Director, Executive Director, President & CEO - 2001-2026 Independent Accounting & Business Consultant - 1996-2000 Sample & Bailey, PC - Audit Manager - 1989-1996 Coopers & Lybrand - Accountant - 1985-1989
Volunteer experience (please include dates):	Book Trust, Board Director (various committees) - 2009-current Music Will (formerly Little Kids Rock), Board Director (various committees) – 2012-current UniverCity Connections, Executive Committee – 2006-current Take Note Colorado, Board & Executive Committee - 2017-current City of Fort Collins Homeless Advisory Committee – 2019-2021 Homeward 2020, Executive Committee – 2010-2020 Fort Collins Downtown Development Authority, Board Member, Executive Committee - 2014-2017, 2022-2026

	Committee - 2014-2017, 2022-2026 Grammy Music Education Coalition, Board Director – 2017-2021 Beet Street, Board - 2006-2012 Colorado State Land Board: Colorado State Forest Advisory Committee – Inception-2009 City of Fort Collins: Community Development Block Grant Commission – ~2001-2009 Colorado State University Center for Advancement of Sustainable Enterprise (CASE) - ~2013 Colorado State University College of Business, Global Leadership Council - ~2013 Poudre School District - District Advisory Board Member; 2010 Mill & Bond; Chairman - School Improvement Team; Co-chairman - Got Character! ; Committee of Junior Great Books Coordinator; Community Facilities Advisor – 1997-2013 The Women's Center of Larimer County, Board Member – early 1990s River Song Waldorf School, Board Member – 1995-1997 Community Soccer Coach, Girl Scout Leader, Leadership Fort Collins - Various
Are you currently serving on a City board or Commission? If so, which one?	Yes; Downtown Development Authority
Why do you want to become a member of the Downtown Development Authority?	The DDA board can provide an opportunity for me to learn new things related to development, development and maintenance of public infrastructure and partnership between public entities, as well as helping to inform public policy. Also, I can use my skills; financial acumen, knowledge of the community and how to orient around a mission for decision making to be a high contributing member of the board.
Have you had any exposure to the Downtown Development Authority? If yes, please explain:	Yes; I have served on the DDA previously.
Specify any activities which might create a serious conflict of interest if you are appointed:	None.
Optional: How did you learn of a vacancy on this board or commission?	Other (please specify); From the DDA since my term was expiring.
List any abilities, skills, certifications, specialized training, or interests you have which are applicable to this board.	My financial acumen as a formal financial auditor and CPA, I can often make financial information more understandable for those who aren't as versed. I also am passionate about Fort Collins and in particular the downtown area. I have spent a lot of my career working to have downtown be a vital and vibrant place.
Briefly explain what you believe are the three most important issues facing the Downtown Development Authority (DDA), and how do you believe the DDA should address each issue? You may also attach/upload a separate document if additional space is required.	See attached.
Are you willing to complete the required training if appointed?	YES

Cheryl Zimlich

[redacted]

Bohemian Foundation, Fort Collins, Colorado 2001 to Present

A private family foundation committed to the care and enrichment of our local, national and global communities through grantmaking and program management in the focus areas of Music, Community, Civic and Global.

President and Chief Executive Officer 2023 to Present
Executive Director 2014 to 2023
Board Director 2001 to Present
Strategy Consultant 2001 to 2014

- Lead and provide strategic oversight for all aspects of the Foundation's organizational operations, as well as external leadership and reputation management.
- Serve as member of Foundation Board.
- Communicate and advance the Foundation's vision, strategic priorities, operational goals and cultural values.
- Work to advance Bohemian Foundation as a leader in philanthropic endeavors in Fort Collins and Colorado, as well as in relevant local, national and global communities with respect to the Foundation's focus areas of Community, Music, Global and Civic programs.
- Provide the vision, direction, inspiration and motivation necessary to ensure the Foundation's success.
- Contribute to the dialogue, vision and directions of pertinent global, national or local communities in the areas of the Foundation's focus.
- Lead staff of 100+ via 6 direct reports. Ensure that all staff are able to effectively develop, structure and manage grantmaking and grant management strategies and systems. Structure staff activities in all program areas so they are aligned with the Foundation's vision and strategic direction.
- Ensure Foundation management and staff are aware of, understand and honor the organization’s history, cultural values and reputation.
- Assess the environment for trends and emerging issues of concern and continue to educate self on foundation practices.
- Model the Bohemian style of leadership throughout the organization, and recruit and cultivate leaders with attitudes and behavior consistent with our culture.
- Align the Foundation's program areas and strategic priorities with the culture and values of the organization, the founder’s concerns and Bohemian’s philanthropic goals and priorities.

Independent Accounting & Business Consultant, Fort Collins, Colorado 1996 to 2000

Provided audit, accounting and management analysis services to various organizations including Sample & Bailey, P.C., Atrix Laboratories and Poudre School District.

Sample & Bailey, PC, Fort Collins, Colorado 1989 to 1996

A full-service regional CPA and business advisory firm; now Eide Bailly.
Audit Manager

- Provided professional accounting, auditing and financial services to businesses ranging in size from large private companies to emerging entrepreneurships.
- Planned, supervised and conducted audited engagements.
- Provided advice to clients on internal controls and management efficiency.
- Industry experience includes manufacturing, construction, service, savings and loan, governmental and not-for-profit.

Coopers & Lybrand, Denver, Colorado and Rochester, New York 1985 to 1989

A full service, global CPA and business advisory firm; now PwC
Accountant

- Involvement in all phases of auditing; Management Letter Preparation; Corporate, Partnership and Individual tax return preparation and In-Charge Accountant responsibilities.

Education
Bachelor of Science in Business Administration, 1986, Colorado State University, Fort Collins, Colorado

Recognition
Colorado State University College of Business, Distinguished Alumni Award, 2014
Poudre School District Foundation, Outstanding Community Education Advocate Award, 2015
BizWest Northern Colorado Women of Distinction, Nonprofit Human Services honoree, 2019

Community and Board Director Service
Current
Book Trust, Board Director (various committees)
Little Kids Rock, Board Director (various committees)
UniverCity Connections, Executive Committee
Take Note Colorado, Board
City of Fort Collins Homeless Advisory Committee

Previous
Homeward 2020, Executive Committee
Fort Collins Downtown Development Authority, Board Member, Executive Committee
Grammy Music Education Coalition, Board Director
Beet Street, Board
Colorado State Land Board: Colorado State Forest Advisory Committee
City of Fort Collins: Community Development Block Grant Commission
Colorado State University Center for Advancement of Sustainable Enterprise (CASE)
Colorado State University College of Business, Global Leadership Council
Poudre School District
- District Advisory Board Member; 2010 Mill & Bond; Chairman - School Improvement Team; Co-chairman - Got Character! ; Committee of Junior Great Books Coordinator; Community Facilities Advisor

The Women's Center of Larimer County, Board Member
River Song Waldorf School, Board Member
Community Soccer Coach, Girl Scout Leader, Leadership Fort Collins

Downtown Development Authority Application

Continuation of "Briefly explain what you believe are the three most important issues facing the Downtown Development Authority (DDA), and how do you believe the DDA should address each issue?"

1. Re-Authorize the Debt Limit of the DDA in a Special Election - The ability to collect Tax Increment Financing (TIF) by the DDA is set to expire unless the DDA's debt limit is re-authorized via a special election. This would severely limit the DDA' s ability to continue to their work to re-invest the monies in projects that are long lasting, timeless and of their time such as the alleyways, Old Town Square, and the various façade enhancements both on new construction and renovation on buildings within the DDA boundary area. The work of the DDA, leading up to the special election of the voters in the DDA boundary, is critical to a positive outcome for the election and approving the reauthorization of the DDA debt limit to collect TIF. This groundwork includes providing information to the voters showing the value the DDA has provided to their businesses in property values and business revenues by investing in the infrastructure (public and private) and the operations within the DDA. This would include building and maintaining public amenities such as the many alleys, contributions to the holiday lights, the marketing team, etc.

2. Maintain the vibrancy and vitality of the DDA boundary area – It is important as a tax receiving entity that the DDA be an active and business informed voice participant in the policy coordination, plan updates, and project design undertaken by the City of Fort Collins and others that directly impacts the DDA boundary area. Some examples of this would be evaluation of the impacts of an updated sound ordinance, implementing paid parking, and Land Use Code changes that might be prohibitive for businesses to adopt or discourage new investment in the downtown core. This is more critical than ever as small businesses are seeing many challenges to staying viable from the lack of labor to staff their enterprise, increasing wages and business costs (direct business expenses and various taxes), etc. These small, unique, not anywhere USA, businesses are the secret sauce of Fort Collins and the visitor experience. The DDA has a unique perspective representing the DDA boundary area stakeholders in examining the opportunities and challenges of the various policies, plan updates, and project designs to keep downtown vibrant and vital across all sectors. This is an important role that leverages the DDA's expertise, both board and staff, to provide laser focus of the impacts to downtown. I believe we are at a tipping point for many businesses given the various pressures they face and the DDA is in the ideal position to attend to this

delicate balance and I believe it is incumbent to do, so we can all continue to enjoy the myriad of experiences that the DDA boundary area provides.

3. Complete the already identified public infrastructure plans - The DDA utilizes a portion of the TIF funding generated and invests it back into public improvements like the alley renovations and has given the downtown core some of its exceptional urban spaces, like Old Town Square and its renovation a number of years ago. This priority gives emphasis to issue #1 above. There are a number of public infrastructure plans that have yet to be built out or realized such as finishing the Alley Master Plan, completing the Jefferson Street improvements, finishing the infrastructure plans in the River District such as sidewalks etc from Linden to New Belgium Brewery (a highly traveled pedestrian corridor), expanding Willow Street for a more efficient and effective parking scheme with the construction of the new housing in the “Ginger & Baker Parking Lot”, and completing the Jerome Street pedestrian enhancements to name a few of the projects. All of these projects improve the urban fabric and human experience of the downtown core and need to be finished out as planned. This is a unique attribute of the DDA to be a partner with the City and other developers to be a catalyst or make it better or be able to finish something out. These particular projects all help to enhance the human experience, create a uniquely Fort Collins hardscape, increase or maintain property values, and increase visitor traffic to our community.

RESOLUTION 2026-088
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING APPOINTMENTS TO THE DOWNTOWN DEVELOPMENT AUTHORITY BOARD

A. The current terms of the Downtown Development Authority ("DDA") Board members Cheryl Zimlich, Randy Shortridge, and Sam Coutts expire on June 30, 2026, creating three vacancies on the DDA Board (the "Board").

B. On February 3, 2026, the Council appointed Councilmember Chris Conway as the Council's representative on the Board, and appointed Councilmember Josh Fudge as the alternate.

C. Councilmember Conway and Councilmember Fudge interviewed candidates for these vacancies on May 11, 2026.

D. The qualifications to serve on the Board are set out in Colorado Revised Statutes Section 31-25-806 and City Code Section 2-462. City Council finds that the proposed appointees below meet these qualifications.

E. City Council desires to reappointment Cheryl Zimlich, Randy Shortridge, and Sam Coutts to fill these vacancies on the Board.

F. 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 following named persons are hereby appointed to fill the open vacancies on the DDA Board with terms to begin and expire as noted below next to each appointee's name:

Downtown Development Authority

Appointments	Term Effective Date	Expiration of Term
Cheryl Zimlich (Seat A)	July 1, 2026	June 30, 2030
Randy Shortridge (Seat B)	July 1, 2026	June 30, 2030
Sam Coutts (Seat C)	July 1, 2026	June 30, 2030

Passed and adopted on June 16, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: June 16, 2026
Approving Attorney: Carrie Daggett

Exhibit: None

File Attachments for Item:

25. Resolution 2026-089 Making an Appointment to the Board of Directors of Housing Catalyst.

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

June 16, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Davina Lau, Public Engagement Specialist

SUBJECT

Resolution 2026-089 Making an Appointment to the Board of Directors of Housing Catalyst.

EXECUTIVE SUMMARY

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

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

This Resolution makes an appointment to fill the remainder of one vacancy on the Housing Catalyst Board of Directors. Anne Nelsen resigned from the Board of Directors of Housing Catalyst following her appointment to Council, creating one vacancy.

City Code Section 2-474 provides that the Housing Authority (Housing Catalyst) Board shall consist of seven Commissioners appointed as set forth in Colorado Revised Statutes Section 29-4-205. One of the Commissioners may be a City official. Under this method of appointment, each Commissioner shall serve without compensation for a term of five years. No Commissioner shall serve more than two full, consecutive terms.

On May 14, 2026, Councilmember Anne Nelsen interviewed applicants for the Housing Catalyst Board.

This term will begin immediately upon adoption of this Resolution and end on the expiration of the original term. The name of the individual recommended to fill this vacancy is listed below.

Housing Catalyst Board

Appointments	Term Effective Date	Expiration of Term
LeAnna Warren (Seat A)	Immediately upon adoption of this Resolution	December 31, 2027

CITY FINANCIAL IMPACTS

None.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

Public outreach to seek applicants for boards and commissions included a spotlight and press release on the City of Fort Collins website, media releases for earned coverage in local media sources, and social media promotion of opportunities.

ATTACHMENTS

1. Application
2. Resolution 2026-089

VOLUNTEER APPLICATION

LeAnna Warren

[redacted]

4/22/2026 11:37 PM

Application: **HC - Housing Catalyst**

Applicant Information

Birthday: [redacted] Gender: Female Education Level: Masters degree

Address: [redacted] Phone: [redacted]

Volunteer Groups Applied For

Housing Catalyst

Job Description

☑ I have read the job description

Questions

Which Council District do you live in? Please refer to the map at: https://gisweb.fcgov.com/HTML5Viewer/Index.html?Viewer=FCMaps&layerTheme=Council%20Districts	6
I acknowledge I am available when the Housing Catalyst meets: 3rd Thursday of each month at 7:30 a.m.	YES
Current Occupation:	Program Manager/Grant Manager
Current Employer:	The Colorado Energy Office's Weatherization Assistance program.
Prior work experience (please include dates):	Program Manager July 2024 – Current Colorado Energy Office | Weatherization Assistance Program - Hybrid Grant Management and Budget Oversight: Serve as a pass through entity for several state and federal funding sources to administer the Weatherization Assistance Program. Track and monitor subgrantee expenditures and production metrics, ensuring proper use of funds and creating solution based guidance when needed to support agencies in achieving year round compliance with a vast array of complex policies. Policy Development and interpretation: Collaboratively write, edit and update policy to adhere to ever evolving federal and state guidelines (program notices, CFR updates, state policy changes, etc.) or enhance existing policy through improved clarification. Provide policy guidance to subgrantees for one-off issues that do not readily align with current guidelines and ensure solutions are rooted

in compliance.

Community Stakeholder Engagement: Facilitate periodic discussions with subgrantee leadership and staff (mixture of counties and non-profits) to gauge impacts of upcoming programmatic and/or regulatory changes and collaboratively develop change management based approaches that mitigate anticipated pain points or compliance difficulties throughout the network and promote buy-in.

Admin Monitoring: Coordinate and conduct statewide monitoring visits across Colorado to review subgrantee client files and administrative records, interview staff and leadership to assess compliance and training needs, and produce reports with risk assessments and findings submitted to the Department of Energy.

Communication & Relationship Building: Establish and maintain subgrantee relationships. Working with hundreds of different individuals from varied backgrounds, discreetly code switching with ease, to foster a sense of comfort and professionalism geared toward the achievement of successful program administration and enhancement.

Policy Planning Enhancement Case-Study Writer - Intern May 2023 – August 2023
The Nature Conservancy - Remote
• Writing Skills: Authored a case-study to document efforts focused on strengthening coordination across business units and enhancing team strategies for achieving large scale conservation goals in the Appalachian region. This case-study serves as an example and template for enhancing internal policy planning methods across the organization.
• Organizational skills: Served as a note-taker and tracked follow up items in group meetings.

Research Assistant – Political Science January 2023 – February 2024
Colorado State University, Fort Collins Colorado
• Data Management: Gathered and coded data for long-term policy focused research project.
• Independent Worker: Engaged in remote work with little to no oversight.
Reporting: Communicated findings in weekly meetings with supervisors.

Water Quality Research Assistant September 2020 – August 2022 USGS – Loch Vale Watershed LTER – Rocky

Loch Vale Watershed LTER – Rocky Mountain National Park, Colorado
• Project Management: Conducted on-site sample collection, and weekly data retrieval from Rocky Mountain National Park. These data support the efforts of CDPHE and the RMNP Nitrogen Reduction Plan working with local farmers and legislators to reduce nitrogen inputs.
• Data analysis: Performed basic lab procedures for water quality testing,

Volunteer experience (please include dates):

Social Media Campaign Manager - Volunteer June 2025 - November 2025
Emily for FC - Emily Francis' Mayoral Campaign
Coordinated, planned and executed a full social media series to promote Emily's campaign initiatives while focused on capturing her genuine essence as a candidate. Completed and delegated tasks such as story-boarding, recording, directing, editing and posting to create polished, professional, social media content with an occasional whimsical flair. Posted weekly content to keep audiences engaged and build a social media following with attention to collaboration opportunities, desirable content development, and effective tagging.

Climate Policy and Climate Equity Volunteer Intern June 2023 – November 2023
The Office of Larimer County Commissioner, Kristin Stephens
Engaged in Metropolitan Planning Organization (MPO) meetings and environmental policy and air quality planning sessions focused on developing cross-county climate policy goals. Actively participated in coalition building with community stakeholders in county wide environmental planning meetings with a special focus on promoting justice and equity in climate action. Interviewed local leaders to help inform the county's Climate Smart Future Ready strategic plan.

Volunteer Conservation Educator October 2015 – May 2016
The Houston Arboretum & Nature Center – Houston Texas
As a volunteer at the Houston Arboretum I led classes in conservation education geared towards aiding low-income, primarily BIPOC elementary students in connecting with nature via hikes, animal introductions, plant identification classes, etc.

The Colorado Food Summit - Denver CO December 7th & 8th 2023
Served as a volunteer panelist and

Served as a volunteer panelist and facilitator for a policy brief workshop designed to help the general public create succinct messaging to engage with their legislators on important issues in their communities, specifically in agriculture.

Fair Council Pay Campaign - Fort Collins CO October 2022 - November 2022
Created campaign materials for campaign manager Ethnie Treick, such as social media advertisements and “letters to the editor” information packets for willing supporters.
Emailed campaign supporters on Ethnie’s behalf.
Composed “letters to the editor” for both the Coloradoan and Rocky Mountain Collegian.

Beto O’Rourke’s Power to the People Campaign October 2020-November 2020
Assisted remotely, from Colorado, in phone banks for voter registration and polling efforts in Texas.

Are you currently serving on a City board or Commission? If so, which one?

No

Why do you want to become a member of this particular board or commission?

As an individual raised in a low-income household and neighborhood, I grew up with a deep appreciation for the persistence and close-knit community that can be found in these spaces. It was not without immense support from my own community that I became a first generation college student with a GED and recently obtained my masters in public policy. Housing Catalyst’s mission to create and sustain affordable housing options for all Coloradans aligns with my vision for a more equitable and people centered future. I have a keen interest in housing, and I feel this opportunity would allow me to grow a better understanding of the specifics in this space, while offering my skills and passion to serve my community in this role.

My master’s thesis focused on the impacts of lobbying efforts on bills that aimed to support the expansion of protections for undocumented farm workers in our country. In my program I also focused heavily on environmental justice policies and understand that safe and affordable housing is a keystone element for providing a holistic, justice driven approach to a sustainable future for all.

I currently serve as a Program Manager for the State of Colorado’s Weatherization Assistance Program, which seeks to reduce energy burdens and improve the

	overall health and safety of homes of the most vulnerable populations in our state. I actively work on policy development and clarification while providing direct support to the agencies administering our program across Colorado. Ensuring compliance, while also acting as an advocate for our agency's needs in the space policy is created and enhanced in our program. I believe my understanding of public policy and legislative affairs would prove useful in the Advocacy Role for the HC Board and would bring a tireless passion in contributing to efforts that support and enhance our city's ability to increase and sustain affordable housing in Fort Collins. Thank you for your time and consideration.
Have you already had any formal public housing authority commissioners training? (This is not a requirement)	NO
Have you had any exposure to the board or commission you are applying for? If yes, please explain:	Yes; I recently sat in on a Housing Catalyst Board meeting and have also tuned into HC's work with the City of Fort Collins over the last couple of years, via council meeting updates.
Specify any activities which might create a serious conflict of interest if you are appointed:	None.
Are you willing to complete the required training if appointed?	YES
How did you learn of a vacancy on this board or commission?	Other (please specify); Council Member Anne Nelson shared the vacancy info with me.

LeAnna Warren
[redacted]

EDUCATION

Master of Arts, Political Science - Public Policy & American Politics
Colorado State University, Fort Collins, Colorado
Master's Thesis - Interest Groups, Representation, and Partisanship: Exploring the nuance of legislator's participation in the Farm Workforce Modernization Act.

Bachelor of Science - Ecosystem Science and Sustainability
Colorado State University, Fort Collins, Colorado
Undergraduate Thesis – Riparian Corridor Restoration Planning for Trees, Water, People: Invasive species temporal mapping and quantification along the Mancos River for the Ute Mountain Ute Tribe.

WORK EXPERIENCE

Program Manager July 2024 – Current
Colorado Energy Office/Weatherization Assistance Program - Hybrid

- Grant Management and Budget Oversight: Serve as a pass through entity for several state and federal funding sources to administer the Weatherization Assistance Program. Track and monitor subgrantee expenditures and production metrics, ensuring proper use of funds and creating solution based guidance when needed to support agencies in achieving year round compliance with a vast array of complex policies.
- Policy Development and interpretation: Collaboratively write, edit and update policy to adhere to ever evolving federal and state guidelines (program notices, CFR updates, state policy changes, etc.) or enhance existing policy through improved clarification. Provide policy guidance to subgrantees for one-off issues that do not readily align with current guidelines and ensure solutions are rooted in compliance.
- Community Stakeholder Engagement: Facilitate periodic discussions with subgrantee leadership and staff (mixture of counties and non-profits) to gauge impacts of upcoming programmatic and/or regulatory changes and collaboratively develop change management based approaches that mitigate anticipated pain points or compliance difficulties throughout the network and promote buy-in.
- Admin Monitoring: Coordinate and conduct statewide monitoring visits across Colorado to review subgrantee client files and administrative records, interview staff and leadership to assess compliance and training needs, and produce reports with risk assessments and findings submitted to the Department of Energy.
- Communication & Relationship Building: Establish and maintain subgrantee relationships. Working with hundreds of different individuals from varied backgrounds,

discreetly code switching with ease, to foster a sense of comfort and professionalism geared toward the achievement of successful program administration and enhancement.

Social Media Campaign Manager June 2025 - November 2025
Emily for FC - Emily Francis Mayoral Campaign

- Strategic Planning: Coordinated, planned and executed a full social media series to promote Emily's campaign initiatives while focused on capturing her genuine essence as a candidate.
- Project Management: Completed and delegated tasks such as story-boarding, recording, directing, editing and posting to create polished, professional, social media content with an occasional whimsical flair.
- Building Social Networks: Posted weekly content to keep audiences engaged and build a social media following with attention to collaboration opportunities, desirable content development, and effective tagging.

Climate Policy and Climate Equity Intern June 2023 – November 2023
The Office of Larimer County Commissioner, Kristin Stephens

- Climate Policy Development & Collaboration: Engaged in Metropolitan Planning Organization (MPO) meetings and environmental policy and air quality planning sessions focused on developing cross-county climate policy goals.
- Liaison/Reporting: Interviewed community leaders to assess and report outlooks on equity regarding climate policy initiatives in the county to better inform the county's Climate Smart Future Ready program.
- Stakeholder Engagement: Actively participated in coalition building with community stakeholders in county wide environmental planning meetings with a special focus on promoting justice and equity in climate action.
- Data Collection and Analysis: Researched similar case studies to inform modeling and measurement in climate equity programs.

SKILLS

Project Management, Innovative, Multitasking, Renewable Energy Policy, Detail-Oriented, Environmental Policy, Public Policy, Policy Analysis, Policy Process, Policy Research, Policy Writing, Grant Writing, Strong Analytical Skills, Community Engagement, Collaboration, Process Improvement, Public Speaking, Event Coordination, Time Management, Passionate.

PROGRAMS

Salesforce, R-Studio, Microsoft Suite (PowerPoint, Word, Excel, Teams), GIS, Google Suite.

RESOLUTION 2026-089
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING AN APPOINTMENT TO THE BOARD OF DIRECTORS OF HOUSING CATALYST

A. The Housing Catalyst Board of Directors has a vacancy due to the resignation of Anne Nelsen due to her appointment as a City Councilmember.

B. On February 3, 2026, the City Council appointed Councilmember Nelsen to serve as the Council's representative on the Housing Catalyst Board.

C. On May 14, 2026, Councilmember Nelsen interviewed applicants for the Housing Catalyst Board.

D. City Council desires to make an appointment to fill this vacancy on the Housing Catalyst Board.

E. 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 following named person is hereby appointed to fill the open vacancy on the Housing Catalyst Board with a term to begin and expire as noted below next to the appointee's name:

Housing Catalyst

Appointments	Term Effective Date	Expiration of Term
LeAnna Warren (Seat A)	Immediately upon adoption of this Resolution	December 31, 2027

Passed and adopted on June 16, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: June 16, 2026
Approving Attorney: Carrie Daggett

Exhibit: None

File Attachments for Item:

26. First Reading of Ordinance No. 068, 2026, Authorizing the Transfer of Appropriated Grant Funds for the Colorado Department of Local Affairs Grant Award to Develop a New Fort Collins Housing Action Plan.

The purpose of this item is to transfer appropriated matching grant funds for the Colorado Department of Local Affairs Housing Planning Program grant award from a lapsing budget to a non-lapsing budget within the same fund.

June 16, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Vanessa Fenley, Senior Housing Manager, Housing & Community Vitality, Sustainability Services
Joanne Cech, Fiscal Recovery Manager

SUBJECT

First Reading of Ordinance No. 068, 2026, Authorizing the Transfer of Appropriated Grant Funds for the Colorado Department of Local Affairs Grant Award to Develop a New Fort Collins Housing Action Plan.

EXECUTIVE SUMMARY

The purpose of this item is to transfer appropriated matching grant funds for the Colorado Department of Local Affairs Housing Planning Program grant award from a lapsing budget to a non-lapsing budget within the same fund.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The original Ordinance No. 045, 2026 appropriating the Colorado Department of Local Affairs (DOLA) $33,750 grant award to the City of Fort Collins omitted the authorization to move $11,250 of matching funds from a lapsing budget within the General Fund to a non-lapsing budget within the General Fund. This Ordinance authorizes the transfer of the $11,250 of matching grant funds for the Colorado DOLA Housing Planning Grant Program award from a lapsing budget in the General Fund to a non-lapsing fund in the General Fund.

The original ordinance includes the following: “SB24-174 also requires the City to create a housing action plan (the “Housing Action Plan”) by January 1, 2028, and every six years thereafter. The Housing Action Plan must include a report of the City’s progress towards addressing the findings of its housing needs assessment; an assessment of the effect of existing zoning and density permitted in the City; a plan to promote the equitable and efficient development of homes identified in the City’s housing needs assessment; locally-appropriate goals, strategies and actions for promoting the production and preservation of affordable housing; and other requirements.”

This ordinance will enable the Housing and Community Vitality Department in Sustainability Services to complete the Housing Action Plan and fulfill the obligations under the DOLA grant.

CITY FINANCIAL IMPACTS

This item transfers the appropriated cost share of $11,250 required per the DOLA Housing Planning Program grant award from a lapsing budget in the General Fund to a non-lapsing budget in the General Fund.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ordinance No. 045, 2026 (copy)
2. Ordinance No. 068, 2026

ORDINANCE NO. 045, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING A SUPPLEMENTAL APPROPRIATION OF
COLORADO DEPARTMENT OF LOCAL AFFAIRS GRANT REVENUE
TO DEVELOP A NEW FORT COLLINS HOUSING ACTION PLAN

A. In 2024, the Colorado General Assembly enacted SB24-174, which requires certain local governments to conduct housing needs assessments. In accordance with SB24-174, the City conducted a regional housing assessment in concert with Larimer County and the City of Loveland. City staff presented the regional housing needs assessment to City Council at its March 10, 2026, Work Session.

B. SB24-174 also requires the City to create a housing action plan (the "Housing Action Plan") by January 1, 2028, and every six years thereafter. The Housing Action Plan must include: a report of the City's progress towards addressing the findings of its housing needs assessment; an assessment of the effect of existing zoning and density permitted in the City; a plan to promote the equitable and efficient development of homes identified in the City's housing needs assessment; locally-appropriate goals, strategies, and actions for promoting the production and preservation of affordable housing; and other requirements.

C. On March 16, 2026, the Colorado Department of Local Affairs ("Colorado DOLA") awarded the City a Housing Planning Grant Program award of $33,750 to develop the Housing Action Plan (the "Grant"). A copy of the Grant is attached hereto as Exhibit A.

D. The Grant requires a 25% cost share in the amount of $11,250. City Council previously appropriated sufficient funds for this purpose.

E. This Ordinance appropriates $33,750 in Colorado DOLA funds to develop the Housing Action Plan. The Grant is a cost reimbursement type award, meaning General Fund expenses will be reimbursed up to $33,750 for actual expenses to develop the Housing Action Plan.

F. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of complying with a state law designed to promote housing options in the community.

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 the funds to be appropriated are available and previously unappropriated from the General Fund and that this appropriation 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.

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

J. The City Council wishes to designate the appropriation herein from the Colorado DOLA for the development of a new Housing Action Plan 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 THIRTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($33,750) to be expended in the General Fund to develop a new Housing Action Plan.

Section 2. The appropriation herein for Colorado DOLA funds to create a Housing Action Plan is hereby designated, as authorized in Charter Article V, Section 11, 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.

COPY

Introduced, considered favorably on first reading on April 21, 2026, and approved on second reading for final passage on May 5, 2026.

Mayor

ATTEST:

City Clerk

CITY OF FORT COLLINS SEAL COLORADO

Effective Date: May 15, 2026
Approving Attorney: Ted Hewitt

Exhibit: Exhibit A – State of Colorado Intergovernmental Grant Agreement

COPY

Docusign Envelope ID: 0A913EC0-9140-4674-9555-D86CAFC219D7

State of Colorado Intergovernmental Grant Agreement

Summary of Terms and Conditions

State Agency
DEPARTMENT OF LOCAL AFFAIRS (DOLA)

Grantee
City of Fort Collins

Project Number and Name
HPLN-H25046 - Fort Collins Housing Action Plan

DLG Portal Number
HPLN-H25046

CMS Number
204625

Grant Award Amount
$33,750.00

Retainage Amount
$1,687.00

Funding Account Codes
CTGG1 202600003312

Phase Code
HL2520

VCUST#
VC00000000014149

Address Code
AD004 EFT

Performance Start Date
The later of the Effective Date or March 16, 2026

Grant Expiration Date
January 31, 2028

DOLA Program Manager
Ashley Basham, (720) 666-2872 (ashley.basham@state.co.us)

DOLA Program Assistant
Alice Huang, (303) 864-8449 (alice.huang@state.co.us)

Program Name
Housing Planning Grant Program (HPLN)

Agreement Authority
Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 24-32-3709(6)(a) (Housing Needs Planning Technical Assistance Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies. This Intergovernmental Grant Agreement is funded, in whole or in part, with State funds.

Grant Purpose/Project Description

The Project shall develop a new Housing Action Plan to address the participating jurisdiction's housing needs in the City of Fort Collins, Colorado.

COPY

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Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit B, Scope of Project
2. Exhibit G, Sample Option Letter

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §18 of the main body of this Agreement
2. Any properly executed Option Letter or Amendment
3. The provisions of the other sections of the main body of this Agreement
4. Exhibit B, Scope of Project

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Signature Page

The Signatories Listed Below Authorize this Grant

STATE OF COLORADO

Jared S. Polis, Governor

DEPARTMENT OF LOCAL AFFAIRS

Maria De Cambra, Executive Director

Signed by:
Maulid Miskell
590E1B45E7884A4...

By: Maria De Cambra, Executive Director

Date: 3/18/2026 | 11:45 AM MDT

DEPARTMENT OF LOCAL AFFAIRS

PROGRAM REVIEWER

Signed by:
Ashley R. Basham
24C5B6A434C44AD...

By: Ashley Basham, HPLN Program Manager

Date: 3/18/2026 | 10:59 AM MDT

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In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate (the **"Effective Date"**).

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

Signed by:
Caleb Vester
1B60C79585F74E7...

By: Kelly Bearden, Controller Delegate

Department of Local Affairs

Effective Date 3/19/2026 | 1:42 PM MDT

COPY

Docusign Envelope ID: 0A913EC0-9140-4674-9555-D86CAFC219D7

1. Grant

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the "State") hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the "Grantee") an award of Grant Funds in the amounts shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

2. Term

A. Initial Grant Term and Extension

The Parties' respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse

Docusign Envelope ID: 0A913EC0-9140-4674-9555-D86CAFC219D7

Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. *Reserved.*

3. Definitions

The following terms shall be construed and interpreted as follows:

A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. *Reserved.*

C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

D. **"Budget"** means the budget for the Work described in **Exhibit B.**

E. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

F. *Reserved.*

G. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.

H. *Reserved.*

I. **"Grant" or "Grant Agreement" or "Intergovernmental Grant Agreement"** means this agreement which offers Grant Funds to Grantee, including all attached Exhibits, all

Docusign Envelope ID: 0A913EC0-9140-4674-9555-D86CAFC219D7

documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

J. **"Grant Funds" or "Grant Award Amount"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.

K. **"Grant Expiration Date"** means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

L. **"Effective Date" or "Performance Start Date"** means the Performance Start Date shown on the first page of this Intergovernmental Grant Agreement. Work performed prior to the Effective Date is not eligible for reimbursement from Grant Funds.

M. **"Exhibits"** means the exhibits and attachments included with this Grant as shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

N. **"Extension Term"** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement, an Amendment, or an Option Letter.

O. *Reserved.*

P. *Reserved.*

Q. **"Goods"** means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

R. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

S. **"Initial Term"** means the time period between the initial Performance Start Date and the initial Grant Expiration Date.

T. **"Party"** means the State or Grantee, and **"Parties"** means both the State and Grantee.

U. *Reserved.*

V. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of

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birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

W. *Reserved.*

X. *Reserved.*

Y. **"Services"** means the services to be performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

Z. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

AA. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

BB. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

CC. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

DD. *Reserved.*

EE. **"Subcontractor"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

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FF. *Reserved.*

GG. *Reserved.*

HH. *Reserved.*

II. **"Work"** means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.

JJ. **"Work Product"** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

Any other term used in this Intergovernmental Grant Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. Statement of Work

Grantee shall complete the Work as described in this Intergovernmental Grant Agreement and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Intergovernmental Grant Agreement.

5. Payments to Grantee

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Intergovernmental Grant Agreement. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Performance Start Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

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i. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.

B. *Reserved.*

C. Matching Funds

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the "Local Match Amount"). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Intergovernmental Grant Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Budget in **Exhibit B**. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Budget by providing Grantee with an executed Option Letter or formal amendment. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out and Deobligation of Grant Funds.

Grantee shall close out this Grant within 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to deobligation by the State.

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F. Erroneous Payments.

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

6. Reporting - Notification

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close-out period described in **§5.E.**

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

7. Grantee Records

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

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C. Final Audit Report

Grantee shall comply with all State and federal audit requirements. Grantee shall provide copies of audits to the State upon request.

8. Confidential Information-State Records

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Intergovernmental Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure

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agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Grantee, including, but

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not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit E** on an annual basis. Grantee's duty and obligation to certify as set forth in **Exhibit E** shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. Conflict of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. Insurance

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. Breach of Agreement

In the event of a breach of Agreement, the aggrieved Party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the

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remedies as described in **§12** for that party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. Remedies

A. State's Remedies

In addition to any remedies available under any Exhibit to this Grant Agreement, if Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11**, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

I. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any term or condition of this Award, then the State may, in its discretion, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

The State may also terminate this Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

a. Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee

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shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.B.**

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

II. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs

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in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such work for the State and Grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. Dispute Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in

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writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

14. Notices and Representatives

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§14.**

15. Rights in Work Product and Other Information

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

16. Governmental Immunity

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

17. General Provisions

A. Assignment

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

B. Captions and References

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The captions and headings in this Intergovernmental Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Intergovernmental Grant Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Intergovernmental Grant Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Intergovernmental Grant Agreement.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Intergovernmental Grant Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

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

H. Survival of Certain Intergovernmental Grant Agreement Terms

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

I. Third Party Beneficiaries

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

J. Waiver

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

K. Accessibility

i. *Reserved.*

ii. Grantee shall comply with the Accessibility Standards for Individuals with a Disability, as adopted by the Office of Information Technology pursuant to ¤24-85-103 C.R.S.

iii. The State may require Grantee's compliance with the Accessibility Standards for Individuals with a Disability adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall

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promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

L. *Reserved*

18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

A. Statutory Approval. §24-30-202(1) C.R.S.

This Intergovernmental Grant Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Intergovernmental Grant Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Intergovernmental Grant Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

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

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Intergovernmental Grant Agreement.

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Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void *ab initio*. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Grantee shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grantee, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee Financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

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The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

COPY

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HPLN-H25046 - Fort Collins Housing Action Plan

EXHIBIT B - SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Housing Planning Grant Program. The purpose of the Housing Planning Grant Program (HPLN) is to provide grants to local governments and regional entities to help them better understand their housing needs and to develop actionable and compliant Housing Needs Assessments (HNA), Housing Action Plans, and Comprehensive Plan elements.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project shall develop a new Housing Action Plan to address the participating jurisdiction's housing needs in the City of Fort Collins, Colorado.

2.2. Work Description. The City of Fort Collins (Grantee) will engage a previously hired, qualified consultant to:

- ☐ 1) Update an existing Housing Needs Assessment (HNA) to comply with SB24-174
- ☐ 2) Update an existing Housing Action Plan to comply with SB24-174
- ☐ 3) Create a new Housing Needs Assessment (HNA) to comply with SB24-174
- ☒ 4) Create a new Housing Action Plan to comply with SB24-174
- ☐ 5) Add a new Comprehensive Plan strategic growth element that complies with SB24-174
- ☐ 6) Update an existing comprehensive plan strategic growth element that complies with SB24-174
- ☐ 7) Add a new comprehensive plan water supply element that complies with SB24-174
- ☐ 8) Update an existing comprehensive plan water supply element that complies with SB24-174

Grantee will conduct a robust community engagement process that ensures participation by all key stakeholders, especially underrepresented voices, and residents or local workers who are considered housing cost-burdened. Grantee will complete quarterly performance metric reporting in a form provided by DOLA.

Additionally, at Project Closeout, a Final Informal Memo will be submitted that identifies the following: 1) a description of the Grantee's approach to completing the compliant Housing Needs Assessment, Housing Action Plan, and/or Comprehensive Plan strategic growth element; 2) the outcome of that effort, including whether the final documents were formally adopted and an assessment of how effective this approach has been; 3) confirmation of coordination with DOLA's Technical Assistance staff on the submission of

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the HPLN-funded documents; 4) any other project outcomes that impacted the Grantee's HPLN-related goals; 5) a description of community engagement efforts; and 6) any lessons learned.

2.3. **Responsibilities.** Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. **Recapture of Advanced Funds.** To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. **Eligible Expenses.** Eligible expenses shall include: consultant fees and Direct costs.

2.5.1. Direct costs are those that are identified as program-specific allowable costs of implementing the grant program objective.

2.5.2. Ineligible Expenses. Ineligible expenses shall include, but are not limited to: indirect overhead or general operating costs, site-specific studies, pre-development costs, lobbying, entertainment, food and beverage for public meetings, or other items not allowed under 2 CFR 200 Cost Principles. Grant Funds may not be used to cover legal costs for defense.

3. DEFINITIONS

3.1. **Project Budget Lines.**

3.1.1. "Consultant Services" means consultant fees, RFP/bid advertisements, and attorney's fees.

3.2. **"Substantial Completion"** means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. **Outcome.** The final outcome of this Grant is a completed Housing Action Plan for the City of Fort Collins, that complies with SB24-174. In addition, a Final Informal Memo will be submitted to DOLA as a Final Report.

4.2. **Service Area.** The performance of the Work described within this Grant shall be located in Fort Collins, Colorado.

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4.3. Performance Measures. Grantee shall comply with the following performance measures:

Milestone/Performance Measure/Grantee will:	**By:**
Consultant mobilization.	Within 90 days after the Effective Date of this Intergovernmental Grant Agreement.
Provide DOLA with a copy of Grantee's Consultant Agreement or its Scope of Work.	Within 14 days after the Effective Date of the Consultant's subcontract(s).
Submit draft of the Housing Action Plan to DOLA for courtesy review.	At least 30 days before a scheduled public hearing.
Submit Quarterly Pay Requests	**See §4.5.2 below**
Submit Quarterly Reports	**See §4.5.2 below**
Submit Project Final Report	March 16, 2028

4.4. Budget Line Adjustments.

4.4.1. Grant Funds. Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).

4.4.2. Other Funds. Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in **§6.2**, or move Other Funds between and among budget lines, so long as the total amount of such "Other Funds" is not less than the amount set forth in **§6.2** below. Grantee may increase the Total Project Cost with "Other Funds" and such change does not require an amendment or option letter. DOLA will verify the Grantee's contribution of "Other Funds" and compliance with this section at Project Closeout.

4.5. Quarterly Pay Request and Status Reports. Beginning 10 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay

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Requests and Status Reports are due within 10 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

4.5.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per **§6.2** of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
2nd (Apr-Jun)	2026	JULY 10, 2026*	Yes	Yes
3rd (Jul-Sep)	2026	October 10, 2026	Yes	Yes
4th (Oct-Dec)	2026	January 10, 2027	Yes	Yes
1st (Jan-Mar)	2027	April 10, 2027	Yes	Yes
2nd (Apr-Jun)	2027	JULY 10, 2027*	Yes	Yes
3rd (Jul-Sep)	2027	October 10, 2027	Yes	Yes
4th (Oct-Dec)	2027	January 10, 2028	Yes	Yes
1st (Jan-Mar)	2028	April 10, 2028	Yes	Yes

***State fiscal year runs July 1 - June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 10 annually.**

4.6. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Vanessa Fenley, Housing Manager, (vfenley@fortcollins.gov)**, who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this **§5.** Such administrator shall be updated through the process in **§5.3.** If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

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5.2. Other Key Personnel. Carisa Clinton, Sr. Grants Analyst, (cclinton@fortcollins.gov). Such key personnel shall be updated through the process in **§5.3**.

5.3. Replacement. Grantee shall immediately notify the State if any key personnel specified in **§5** of this **Exhibit B** cease to serve. All notices sent under this subsection shall be sent in accordance with **§14** of the Grant.

5.4. DLG Program Manager: Ashley Basham, (720) 666-2872, (ashley.basham@state.co.us).

5.5. DLG Program Assistant: Alice Huang, (303) 864-8449, (alice.huang@state.co.us).

6. FUNDING

The State provided funds shall be limited to the amount specified under the "Grant Funds" column of **§6.2**, Budget, below.

6.1. Matching/Other Funds. Grantee shall provide **at least 25%** of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee's contribution are noted in the "Other Funds" column of **§6.2** below. Increases to Grantee's contribution to Total Project Cost do not require modification of this Intergovernmental Grant Agreement and/or **Exhibit B**.

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Consultant Services	$45,000	$33,750	$11,250	Grantee
	Total	**$45,000**	**$33,750**	**$11,250**	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in **§5** of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	$32,063	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.

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Final Payment	$1,687	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	**$33,750**	

7.2. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to $100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with **§4.5** of this **Exhibit B.**

8.1.2. Final Reports. Within 45 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

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8.3.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4. Substitution. The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than $50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

9.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

9.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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ORDINANCE NO. 068, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE TRANSFER OF APPROPRIATED GRANT FUNDS FOR THE COLORADO DEPARTMENT OF LOCAL AFFAIRS GRANT AWARD TO DEVELOP A NEW FORT COLLINS HOUSING ACTION PLAN

A. Through Ordinance No. 045, 2026, City Council appropriated $33,750 in funds from a Colorado Department of Local Affairs ("DOLA") grant (the "Grant") to develop a new Fort Collins Housing Action Plan. The City will use $11,250 in already-appropriated local funds in the General Fund as the required match for the Grant. Ordinance No. 045, 2026, designated the DOLA Grant funds as non-lapsing funds in the General Fund but failed to designate the local funds as non-lapsing funds in the General Fund. This Ordinance remedies this issue by designating the local funds as non-lapsing funds through a transfer to a non-lapsing fund in the General Fund.

B. This transfer benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of complying with a state law designed to promote housing options in the community.

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

D. The City Manager has recommended the transfer of $11,250 from the General Fund operating budget to the General Fund Colorado Department of Local Affairs Grant Award Grant Project budget 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 City Council to designate in the ordinance when appropriating funds for a federal, state or private grant or donation, that such appropriation shall not lapse at the end of the fiscal year in which the appropriation is made, but continue until the earlier of the expiration of the federal, state or private grant or donation or the City's expenditure of all funds received from such grant or donation.

F. City Council wishes to designate $11,250 in appropriated matching funds for the Colorado Department of Local Affairs Grant Award to Develop a New Fort Collins Housing Action Plan as funds 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. The unexpended and unencumbered appropriated amount of ELEVEN THOUSAND TWO HUNDRED FIFTY DOLLARS ($11,250) is authorized for transfer from the General Fund operating budget to the General Fund grant budget and appropriated therein to be expended as matching funds for the Colorado Department of Local Affairs Grant Award.

Section 2. The appropriation herein for Colorado Department of Local Affairs Grant Award to Develop a New Fort Collins Housing Action Plan is hereby designated, as authorized in Article V, Section 11 of the City Charter, as an appropriation that shall not lapse at the end of this fiscal year but continue until the earlier of the expiration of the Grant or the City's expenditure of all funds received from such Grant.

Introduced, considered favorably on first reading on June 16, 2026, and approved on second reading for final passage on July 21, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: July 31, 2026
Approving Attorney: Ted Hewitt

Exhibit: None

File Attachments for Item:

27. First Reading of Ordinance No. 080, 2026, Making a Supplemental Appropriation from the Colorado Department of Local Affairs, Authorizing a Transfer of Appropriated Funds, and Approving an Intergovernmental Agreement for the Transit Oriented Communities Infrastructure Program.

The purpose of this item is to appropriate $792,434 of unanticipated grant revenue from the Colorado Department of Local Affairs for the Transit Oriented Communities Infrastructure Grant Program. Funding will be used to construct infrastructure to support the affordable housing development Switchgrass Crossing.

June 16, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Sue Beck-Ferkiss, Social Policy & Housing Programs Manager
Carisa Clinton, Manager, Grants Administration

SUBJECT

First Reading of Ordinance No. 080, 2026, Making a Supplemental Appropriation from the Colorado Department of Local Affairs, Authorizing a Transfer of Appropriated Funds, and Approving an Intergovernmental Agreement for the Transit Oriented Communities Infrastructure Program.

EXECUTIVE SUMMARY

The purpose of this item is to appropriate $792,434 of unanticipated grant revenue from the Colorado Department of Local Affairs for the Transit Oriented Communities Infrastructure Grant Program. Funding will be used to construct infrastructure to support the affordable housing development Switchgrass Crossing.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The Transit Oriented Communities Infrastructure Grant Program (TOCI) is administered by the Colorado Department of Local Affairs (DOLA). The purpose of the TOCI program is to provide grants to local governments to upgrade infrastructure and support regulated affordable housing in Transit Centers and designated Neighborhood Centers within certified Transit-Oriented Communities.

The City recently completed TOCI-certification with DOLA, an eligibility requirement for the program. Grant and local match funding will support the construction of onsite utility, stormwater, and related site infrastructure improvements at Switchgrass Crossing, an affordable housing development located within a TOCI-certified Transit Center.

The infrastructure improvements will support development of the affordable housing project and are required to serve the site and future residents.

CITY FINANCIAL IMPACTS

This item appropriates $792,434 in unanticipated grant revenue from the DOLA TOCI Grant Program. Grant funds will support onsite utility, stormwater, and related site infrastructure improvements at the Switchgrass Crossing affordable housing development.

This project was previously awarded $1,400,000 in Affordable Housing Capital Fund dollars through Resolution 2025-102. A portion of those funds have been allocated to meet the required $264,144 cost share requirement of the grant. The grant is reimbursement-based, with funds provided after eligible project expenses have been incurred.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS / LINKS

1. Ordinance No. 080, 2026

ORDINANCE NO. 080, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING A SUPPLEMENTAL APPROPRIATION FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS, AUTHORIZING A TRANSFER OF APPROPRIATED FUNDS, AND APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE TRANSIT ORIENTED COMMUNITIES INFRASTRUCTURE PROGRAM

A. The Transit Oriented Communities Infrastructure Grant Program ("TOCI") is administered by the Colorado Department of Local Affairs ("DOLA"). The purpose of the TOCI program is to provide grants to local governments to upgrade infrastructure and support regulated affordable housing in Transit Centers and designated Neighborhood Centers within certified Transit-Oriented Communities.

B. The City recently completed TOCI-certification with DOLA, an eligibility requirement for the program. DOLA has awarded the City a TOCI grant (the "Grant") for the Switchgrass Crossing, an affordable housing development located within a TOCI-certified Transit Center. Grant and local match funding will support the construction of onsite utility, stormwater, and related site infrastructure improvements. A copy of the Grant is attached hereto as Exhibit A and incorporated herein by reference. The State of Colorado has executed the Grant and it does not require execution by the City.

C. The appropriation and transfer herein benefit the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of contributing to transit-accessible affordable housing in the City.

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

E. The City Manager has recommended the appropriation described herein and determined that the funds to be appropriated are available and previously unappropriated from the General Fund and that this appropriation 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.

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

which the amount appropriated exceeds the amount needed to accomplish the purpose specified in the appropriation ordinance.

G. The City Manager has recommended the transfer of $264,144 from the Community Capital Improvement Program Fund to the project budget in the Community Capital Improvement Program Fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

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

I. City Council wishes to designate the appropriation herein for the 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.

J. Section 1-22 of the City Code requires that all intergovernmental agreements or cooperative activities between the City and other governmental entities be submitted to City Council for review, and any approval thereof shall be by ordinance or resolution of City Council, subject to certain exceptions. Further, the City is authorized to enter into intergovernmental agreements to provide any function, service, or facility under Article II, Section 16 of the Charter of the City of Fort Collins and C.R.S. § 29-1-203.

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 SEVEN HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED THIRTY-FOUR DOLLARS ($792,434) to be expended in the General Fund for the construction of infrastructure to support the Switchgrass Crossing affordable housing development.

Section 2. The unexpended and unencumbered appropriated amount of TWO HUNDRED SIXTY-FOUR THOUSAND ONE HUNDRED FORTY-FOUR DOLLARS ($264,144) is authorized for transfer from the budget in the Community Capital Improvement Program Fund to the capital project account in the Community Capital Improvement Program Fund and appropriated therein to be expended for the Transit Oriented Communities Infrastructure Program project.

Section 3. The appropriation herein for the 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.

Section 4. City Council hereby approves of the Grant, which is attached hereto as Exhibit A.

Introduced, considered favorably on first reading on June 16, 2026, and approved on second reading for final passage on July 21, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: July 31, 2026
Approving Attorney: Ted Hewitt

Exhibits: Exhibit A – State of Colorado Intergovernmental Grant Agreement

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State of Colorado Intergovernmental Grant Agreement

Summary of Terms and Conditions

State Agency
DEPARTMENT OF LOCAL AFFAIRS (DOLA)

Grantee
City of Fort Collins

Project Number and Name
TOCI 25003 - Fort Collins - Switchgrass Crossing Infrastructure

DLG Portal Number
TOCI-25003

CMS Number
204739

Grant Award Amount
$792,434.00

Retainage Amount
$39,621.00

Funding Account Codes
CTGG1 202600003636

Phase Code
TC2501

VCUST#
VC00000000014149

Address Code
AD004 EFT

Performance Start Date
The later of the Effective Date or
April 08, 2026

Grant Expiration Date
December 31, 2029

DOLA Program Manager
Ashley Basham, (720) 666-2872
(ashley.basham@state.co.us)

DOLA Program Assistant
Alice Huang, (303) 864-8449
(alice.huang@state.co.us)

Program Name
Transit Oriented Communities Infrastructure
(TOCI)

Agreement Authority
Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. §§ 29-37-210(8) (Transit-Oriented Communities Infrastructure Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies. This Intergovernmental Grant Agreement is funded, in whole or in part, with State funds.

Grant Purpose/Project Description

The Project shall construct onsite infrastructure to support the affordable housing development Switchgrass Crossing within a Transit Center in the DOLA certified Transit Oriented Community of Fort Collins, Colorado, as outlined in HB24-1313 (C.R.S. § 29-354-210 et seq.).

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit B, Scope of Project.
2. Exhibit G, Sample Option Letter.
3. Exhibit H, PII Certification

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §18 of the main body of this Agreement.
2. The provisions of the other sections of the main body of this Agreement.
3. Any properly executed Option Letter or Amendment.
4. Exhibit B, Scope of Project.
5. Exhibit H, PII Certification

Signature Page

The Parties hereto have executed this Agreement.

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF LOCAL AFFAIRS
Maria De Cambra, Executive Director

Signed by:
Maulid Miskell
590E1B45E7884A4...
By: Maria De Cambra, Executive Director

Date: 6/1/2026 | 12:13 PM MDT

DEPARTMENT OF LOCAL AFFAIRS
PROGRAM REVIEWER

Signed by:
Ashley R. Basham
24C5B6A434C44AD...
By: Ashley Basham, TOCI Program Manager

Date: 5/26/2026 | 1:25 PM MDT

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

Caleb Vester

Name: Controller Delegate

Signed by:
Caleb Vester
1B60C79585F74E7...

Signature: Controller Delegate

Effective Date 6/2/2026 | 3:51 PM MDT

1. Grant

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the "State") hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the "Grantee") an award of Grant Funds in the amounts shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

2. Term

A. Initial Grant Term and Extension

The Parties' respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. The State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-

of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. *Reserved.*

3. Definitions

The following terms shall be construed and interpreted as follows:

A. **"Agreement"** means this Agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. *Reserved.*

C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

D. **"Budget"** means the budget for the Work described in Exhibit B.

E. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

F. *Reserved.*

G. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.

H. ***Reserved.***

I. **"Grant" or "Grant Agreement" or "Intergovernmental Grant Agreement"** means this agreement which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

J. **"Grant Funds or Grant Award Amount"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.

K. **"Grant Expiration Date"** means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

L. **"Effective Date" or "Performance Start Date"** means the Performance Start Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed prior to the Effective Date is not eligible for reimbursement from Grant Funds.

M. **"Exhibits"** means the exhibits and attachments included with this Grant as shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

N. **"Extension Term"** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement, an Amendment, or an Option Letter.

O. *Reserved*.

P. *Reserved*.

Q. **"Goods"** means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

R. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

S. **"Initial Term"** means the time period between the Performance Start Date and the Grant Expiration Date.

T. **"Party"** means the State or Grantee, and **"Parties"** means both the State and Grantee.

U. *Reserved*.

V. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or

linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

W. *Reserved.*

X. *Reserved.*

Y. **"Services"** means the services to be performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

Z. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

AA. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

BB. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

CC. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

DD. *Reserved.*

EE. **"Subcontractor"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

FF. *Reserved.*

GG. *Reserved*.

HH. *Reserved*.

II. **"Work"** means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.

JJ. **"Work Product"** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

Any other term used in this Intergovernmental Grant Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. Statement of Work

Grantee shall complete the Work as described in this Intergovernmental Grant Agreement and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Intergovernmental Grant Agreement.

5. Payments to Grantee

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Intergovernmental Grant Agreement. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date.

i. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.

B. *Reserved*.

C. Matching Funds

Grantee shall provide the Other Funds Amount shown on the Project Budget in **Exhibit B** (the "Local Match Amount"). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Intergovernmental Grant Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in **Exhibit B**. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Budget by providing Grantee with an executed Option Letter or formal amendment. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close Out and Deobligation of Grant Funds.

Grantee shall close out this Grant within 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to deobligation by the State.

F. Erroneous Payments.

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction

from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

6. Reporting - Notification

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award.

7. Grantee Records

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall comply with all State and federal audit requirements. Grantee shall provide copies of audits to the State upon request.

8. Confidential Information-State Records

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Intergovernmental Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Grantee, including, but not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit H** on an annual basis Grantee's duty and obligation to certify as set forth in **Exhibit H** shall continue as long as Grantee has direct access to any State databases

containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. Conflict of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. Insurance

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. Breach of Agreement

In the event of a breach of agreement, the aggrieved party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the party may exercise any of the remedies as described in **§12** for that party. Notwithstanding any provision of this agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this agreement in whole or in part or institute any other remedy in this agreement in order to protect the public interest of the State; or if grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure

period and may terminate this agreement in whole or in part or institute any other remedy in this agreement as of the date that the debarment or suspension takes effect.

12. Remedies

A. State's Remedies

In addition to any remedies available under any Exhibit to this Grant Agreement, if Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11**, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any terms of this Award, then the State may, in its discretion, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

The State may also terminate this Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

a. Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the Effective Date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any

termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.B**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

II. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

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Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the State; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such Work for the State and Grantee; (ii) replace the Work with non-infringing Work or modify the Work so that it becomes non-infringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. Dispute Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

14. Notices and Representatives

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§14**.

15. Rights in Work Product and Other Information

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

16. Governmental Immunity

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

17. General Provisions

A. Assignment

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

B. Captions and References

The captions and headings in this Intergovernmental Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Intergovernmental Grant Agreement to sections (whether spelled out or

using the § symbol), subsections, Exhibits or other attachments, are references to sections, subsections, Exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Intergovernmental Grant Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Intergovernmental Grant Agreement.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated Grant Agreement. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment or option letter to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Intergovernmental Grant Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

G. Severability

The invalidity or unenforceability of any provision of this Intergovernmental Grant Agreement shall not affect the validity or enforceability of any other provision of this Intergovernmental

Grant Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Intergovernmental Grant Agreement Terms

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

I. Third Party Beneficiaries

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

J. Waiver

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

K. Accessibility

i. *Reserved*.

ii. Grantee shall comply with the *Accessibility Standards for Individuals with a Disability*, as adopted by the Office of Information Technology pursuant to ¤24-85-103 C.R.S.

iii. The State may require Grantee's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

L. *Reserved*.

18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

A. Statutory Approval. §24-30-202(1) C.R.S.

This agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

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

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any Agreement, liability, or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

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Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

TOCI 25003 - Fort Collins - Switchgrass Crossing Infrastructure

EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Transit Oriented Communities Infrastructure Grant Program. The purpose of the Transit Oriented Communities Infrastructure Grant Program (TOCI) is to provide grants to local governments for the purpose of upgrading infrastructure and supporting regulated affordable housing in Transit Centers and designated Neighborhood Centers within certified Transit-Oriented Communities.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project shall construct onsite infrastructure to support the affordable housing development Switchgrass Crossing within a Transit Center in the DOLA certified Transit Oriented Community of Fort Collins, Colorado, as outlined in HB24-1313 (C.R.S. § 29-354-210 et seq.).

2.2. Work Description. The City of Fort Collins (Grantee) will partner with Volunteers of America National Services (VOA) to conduct:

☒ 1) On-site infrastructure for affordable housing, including regulated affordable housing, within a Transit Center or Neighborhood Center;

☒ 2) Public infrastructure projects that are within, or that primarily benefit, a Transit Center or Neighborhood Center;

☐ 3) Public infrastructure projects that benefit affordable housing, including regulated affordable housing, in a Transit Center or Neighborhood Center;

☐ 4) Activities related to determining where and how best to improve infrastructure to support a Transit Center or Neighborhood Center;

☐ 5) Infrastructure project delivery, planning, and community engagement for projects that are within, or that primarily benefit, a Transit Center or Neighborhood Center;

☒ 6) Activities contracted by an Area Agency on Aging as defined by HB24-1313, to a transit-oriented community to provide services within, or that benefit, Transit Centers and Neighborhood Centers, and that further the goals of HB24-1313.

Grantee will partner with VOA to construct infrastructure to support an affordable housing development located at 3800 S. Mason Street in Fort Collins. VOA will hire qualified consultants and contractors to design and construct aspects of the public utility work to include sanitary sewer and storm water improvements. Eligible Work includes the creation of site infrastructure design documents; utility improvements to include fire lines, water service, hydrants, sanitary sewer improvements, water quality improvements, and an onsite

detention pond; construction to include, sidewalks, curb and gutter, landscaping, and entrance aprons; demolition of existing asphalt and existing curb and gutter; and other closely related work as approved by DOLA. VOA will own and maintain all improvements located within 3800 S. Mason Street in Fort Collins and related documents. Grantee will own and maintain all utility improvements in the public Right of Way connected to 3800 S. Mason Street in Fort Collins. VOA will provide affordable housing regulated by a Low Income Housing Tax Credit Land Use Restrictive Agreement (LIHTC LURA) for a period of no less than 40 years, which will be recorded on title at Placed in Service (post construction completion). As part of the Project, Grantee will remain a certified Transit Oriented Community throughout the Grant Agreement period. In accordance with **§9** below, a contractor will be hired to complete the Work.

Grantee will conduct a robust community engagement process that ensures participation by all key stakeholders, especially underrepresented voices, and residents or local workers who are considered housing cost-burdened. If conducting a proactively streamlined or removed discretionary review process to enable more predictable, equitable, and by-right development, Grantee will provide documentation of the process and purpose of this approach.

Grantee will complete quarterly performance metric reporting in a form provided by DOLA. Additionally, at Project Closeout, a Final Informal Memo will be submitted that identifies the following: 1) a description of the Grantee's approach to completing the Project; 2) the outcome of that effort, including documentation of the completed infrastructure project or the next phase toward its final completion; 3) how many, if any, affordable units planned to be created as a result of this infrastructure; 4) any photos, dates of future openings, or ribbon cuttings related to housing or infrastructure related to the Project; 5) how this Project relates to HB24-1313 goals and the relation to any data included in a DOLA accepted housing needs assessment, housing action plan, and/or strategic growth comprehensive plan element; 6) any other Project outcomes that impacted the Grantee's TOCI-related goals; 7) a description of community engagement efforts; and 8) any lessons learned.

2.2.1. During a period of ten (10) years following the date of closeout of the Grant by the State, the Grantee **may not change the use or planned use of the infrastructure**. If the Grantee decides to change the use of the infrastructure to a use which the State determines does not qualify in meeting the original intent of the Grant, the Grantee must reimburse to the State an amount equal to the current fair market value of the infrastructure, less any portion of the value attributable to expenditures of non-state grant funds for acquisition of and improvements to, the infrastructure. At the end of the ten (10)

year period following the date of completion and thereafter, no State restrictions on use of the infrastructure shall be in effect.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: professional architectural/engineering fees, labor and materials costs, site grading, landscaping, demolition and removal, fees related to permitting, plan review, utility construction (excluding impact fees), bond and insurance costs, attorney's fees related to permitting or entitlements costs, and Direct costs.

2.5.1. Direct costs are those that are identified as program-specific allowable costs of implementing the grant program objective.

2.5.2. Ineligible Expenses. Ineligible expenses shall include, but are not limited to: impact fees, indirect overhead or general operating costs, lobbying, entertainment, food and beverage for public meetings, or other items not allowed under 2 CFR 200 Cost Principles. Grant Funds may not be used to cover legal costs for defense.

3. DEFINITIONS

3.1. Project Budget Lines.

3.1.1. "Architectural/Engineering Services" means professional architectural/engineering fees, RFP/bid advertisements, survey work, water/sewer testing fees, electrical inspection and testing fees, CDPHE permit fees, and attorney's fees.

3.1.2. "Clearance/Demolition/Site Prep" means labor and materials costs, bond and insurance costs, and bid advertisement costs.

3.1.3. "Construction/Improvement of Public Utilities" means labor and materials costs, bond and insurance costs, bid advertisements, attorney's fees, and right-of-way acquisition costs.

3.2. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

TOCI 25003 - Fort Collins - Switchgrass Crossing Infrastructure

4. DELIVERABLES

4.1. Outcome. The final outcomes of this Grant are completed site infrastructure design documents and Substantial Completion of eligible onsite infrastructure to support the Switchgrass Crossing affordable housing development. In addition, a Final Informal Memo will be submitted to DOLA as a Final Report.

4.2. Service Area. The performance of the Work described within this Grant shall be located in Fort Collins, Colorado.

4.3. Performance Measures. Grantee shall comply with the following performance measures:

Milestone/Performance Measure/Grantee will:	**By:**
Begin Work and provide documentation to DOLA of initial Project work, which may include planning phases, contractor solicitation, contractor mobilization, or other qualified work toward this Agreement's final Outcome.	Within 90 days after Transit Oriented Communities certification or the Effective Date of this Intergovernmental Grant Agreement, whichever occurs later.
Provide DOLA with a copy of Grantee's Consultant/Contractor Agreement or its Scope of Work.	Within 14 days after the Effective Date of the Consultant/Contractor's subcontract(s).
Provide DOLA with a copy of the final site infrastructure design documents.	Within 14 days after the final documents are delivered to Grantee.
Provide DOLA a copy of the Development Construction Permit received to complete Project site work.	At least 14 days after notice of permit approval.
Substantial Completion of Project Site Work.	At least 14 days before the final pay request is submitted.
Submit a copy of the LIHTC affordability LURA.	Within 14 days after the LURA is received by the Grantee.
Attend an annual progress meeting with DOLA virtually or onsite to include updates on site progress, grant spending, community engagement (if any), and other relevant details.	At least once annually, each year the Grant Agreement is active. Date to be scheduled at least 30 days in advance of the meeting.
Submit to DOLA a draft of the Final Informal Memo for review.	At least 30 days before the Grant Expiration Date.

Submit Quarterly Pay Requests	**See §4.5.2 below**
Submit Quarterly Reports	**See §4.5.2 below**
Submit Project Final Report and Final deliverables. Final deliverables must include plan sets, engineering documents, construction drawings, blueprints, and/or as-built plans available at the end of the grant period for grant record purposes only.	March 31, 2030

4.4. Budget Line Adjustments.

4.4.1. **Grant Funds.** Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).

4.4.2. **Other Funds.** Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in **§6.2**, or move Other Funds between and among budget lines, so long as the total amount of such "Other Funds" is not less than the amount set forth in **§6.2** below. Grantee may increase the Total Project Cost with "Other Funds" and such change does not require an amendment or option letter. DOLA will verify the Grantee's contribution of "Other Funds" and compliance with this section at Project Closeout.

4.5. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

4.5.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per **§6.2** of this **Exhibit B** Scope of Project as well as a

projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
2nd (Apr-Jun)	2026	JULY 15, 2026*	Yes	Yes
3rd (Jul-Sep)	2026	October 30, 2026	Yes	Yes
4th (Oct-Dec)	2026	January 30, 2027	Yes	Yes
1st (Jan-Mar)	2027	April 30, 2027	Yes	Yes
2nd (Apr-Jun)	2027	JULY 15, 2027*	Yes	Yes
3rd (Jul-Sep)	2027	October 30, 2027	Yes	Yes
4th (Oct-Dec)	2027	January 30, 2028	Yes	Yes
1st (Jan-Mar)	2028	April 30, 2028	Yes	Yes
2nd (Apr-Jun)	2028	JULY 15, 2028*	Yes	Yes
3rd (Jul-Sep)	2028	October 30, 2028	Yes	Yes
4th (Oct-Dec)	2028	January 30, 2029	Yes	Yes
1st (Jan-Mar)	2029	April 30, 2029	Yes	Yes
2nd (Apr-Jun)	2029	JULY 15, 2029*	Yes	Yes
3rd (Jul-Sep)	2029	October 30, 2029	Yes	Yes
4th (Oct-Dec)	2029	January 30, 2030	Yes	Yes

***State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 10 annually.**

4.6. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Sue Beck-Ferkiss, Social Policy and Housing Programs Manager, (sbeckferkiss@fortcollins.gov)**, who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this **§5.**

Such administrator shall be updated through the process in **§5.3**. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.2. Other Key Personnel. Alexis Coppello, Grants Accountant, (acoppello@fortcollins.gov). Such key personnel shall be updated through the process in **§5.3**.

5.3. Replacement. Grantee shall immediately notify the State if any key personnel specified in **§5** of this **Exhibit B** cease to serve. All notices sent under this subsection shall be sent in accordance with **§14** of the Grant.

5.4. DLG Program Manager: Ashley Basham, (720) 666-2872, (ashley.basham@state.co.us).

5.5. DLG Program Assistant: Alice Huang, (303) 864-8449, (alice.huang@state.co.us).

6. FUNDING

The State provided funds shall be limited to the amount specified under the "Grant Funds" column of **§6.2**, Budget, below.

6.1. Matching/Other Funds. Grantee shall provide **at least 25%** of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee's contribution are noted in the "Other Funds" column of **§6.2** below. Increases to Grantee's contribution to Total Project Cost do not require modification of this Intergovernmental Grant Agreement and/or **Exhibit B**.

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Architectural/Engineering Services	$61,427	$46,070	$15,357	Grantee
2	Clearance/Demolition/Site Prep	$294,666	$221,000	$73,666	Grantee
3	Construction/Improvement of Public Utilities	$700,485	$525,364	$175,121	Grantee
	Total	**$1,056,578**	**$792,434**	**$264,144**	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in **§5** of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	$752,813	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	$39,621	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	**$792,434**	

7.2. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to $100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with **§4.5** of this **Exhibit B**.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4. Substitution. The bonding requirements in this **§8.3** may be waived in lieu of an irrevocable letter of credit if the price is less than $50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

9.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

9.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including

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the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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TOCI 25003 - Fort Collins - Switchgrass Crossing Infrastructure

STATE OF COLORADO CONTRACT MODIFICATION

OPTION LETTER #Insert # Here

SIGNATURE AND COVER PAGE

State Agency

Department of Local Affairs (DOLA)

Grantee

Insert Grantee's Full Legal Name

Project Number and Name

Insert DOLA's project number and name

Option Letter CMS Number

Insert CMS number for this Amendment

Previous CMS #(s)

Insert CMS number for orig Agreement, and any prior chg docs

Program Name

Transit Oriented Communities Infrastructure

(Acctg Dropdwn TOCI)

Funding Account Codes

Enter CTGG1 number

Phase Code

Acctg enters Phase Code

DLG Portal Number

Insert DLG Portal number for this Project

Current Grant Agreement Expiration Date

Month Day, Year

Prior Grant Agreement Expiration Date

Month Day, Year

Grant Amount

Initial Award: $0.00

Option Letter # and date effective/spendable: $0.00

Option Letter # and date effective/spendable: $0.00

Total Grant Amount: $0.00

DOLA Program Manager

Ashley Basham, (720) 666-2872 (ashley.basham@state.co.us)

DOLA Program Assistant

Alice Huang, (303) 864-8449 (alice.huang@state.co.us)

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TOCI 25003 - Fort Collins - Switchgrass Crossing Infrastructure

STATE OF COLORADO
Jared S. Polis, Governor
Colorado Department of Local Affairs

By: Maria De Cambra, Executive Director

Date: _____

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Kelly Bearden, DOLA Controller Delegate

Effective Date: _____

In accordance with **§24-30-202**, C.R.S., this Option is not valid until signed and dated above by the State Controller or an authorized delegate.

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1. **OPTIONS.** Choose all applicable options listed in §1 and in §2:

   A. ☐ Option to extend (use this option for Extension of Time)

   B. ☐ Change in the Grant Award Amount within the current term (use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)

   C. ☐ Budget Line Adjustment(s) reallocation of awarded Grant Funds to Budget Line(s) (use this Option to redistribute existing Grant Funds between budget lines)

2. **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

   A. **For use with Option 1(A):** In accordance with **Section 2(A)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**. Tables in **Sections 4.3** and **4.5.2** of **Exhibit B** are deleted and replaced with the following:

Milestone/Performance Measure:	**By:**
Provide DOLA with a copy of documents related to Transit Oriented Communities Certification.	Within 90 days after the Effective Date of this Intergovernmental Grant Agreement.
Begin Work and provide documentation to DOLA of initial Project work, which may include planning phases, contractor solicitation, contractor mobilization, or other qualified work toward this Agreement's final Outcome.	Within 90 days after Transit Oriented Communities certification or the Effective Date of this Intergovernmental Grant Agreement, whichever occurs later.
Provide DOLA with a copy of Grantee's Consultant/Contractor Agreement or its Scope of Work.	Within 14 days after the Effective Date of the Consultant/Contractor's subcontract(s).
Submit to DOLA a draft of the Final Informal Memo for review.	At least 30 days before the Grant Expiration Date.
Submit Select Quarterly or Monthly Pay Requests	**See §4.5.2 below**
Submit Select Quarterly or Monthly Reports	**See §4.5.2 below**

SAMPLE

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Submit Project Final Report	Enter Final Report Due Date (90 days from Expiration)

Quarter	Year	Due Date	Pay Request Due	Status Report Due
1st (Jan-Mar)	2026	April 10, 2026	Yes	Yes
2nd (Apr-Jun)	2026	JULY 10, 2026*	Yes	Yes
3rd (Jul-Sep)	2026	October 10, 2026	Yes	Yes
4th (Oct-Dec)	2026	January 10, 2027	Yes	Yes
1st (Jan-Mar)	2027	April 10, 2027	Yes	Yes
2nd (Apr-Jun)	2027	JULY 10, 2027*	Yes	Yes
3rd (Jul-Sep)	2027	October 10, 2027	Yes	Yes
4th (Oct-Dec)	2027	January 10, 2028	Yes	Yes

B. **For use with Option 1(B):** In accordance with **Section 5(A)(i)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to increase/decrease Grant Funds awarded for this Project in an amount equal to **amt of increase or (decrease)**, from **beginning dollar amt** to **ending dollar amt**. The Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement is hereby changed to **ending dollar amt**. The Budget table in **Section 6.2** and the Payment Schedule in **Section 7.1**, both of **Exhibit B**, are deleted and replaced with the following:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
	Architectural/Engineering Services	$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	**$ 0.00**	**$ 0.00**	**$ 0.00**	

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Payment	Amount	
Interim Payment(s)		Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment		Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total		

C. **For use with Option 1(C):** In accordance with **Section 5(D)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in **Section 6.2** of **Exhibit B** is deleted and replaced with the following:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
	Architectural/Engineering Services	$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	**$ 0.00**	**$ 0.00**	**$ 0.00**	

3. OPTION LETTER EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or Month Day, Year, whichever is later.

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Exhibit H-PII Certification

State of Colorado

Third Party Entity/Organization Certification for Access TO PII through a Database or Automated Network

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of the City of Fort Collins (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

File Attachments for Item:

28. Resolution 2026-090 Supporting the Front Range Passenger Rail District's Narrative Summary for Proposed Fort Collins Station and the Development of Passenger Rail Service Along the Front Range.

The purpose of this item is to consider a Resolution of support for the Front Range Passenger Rail (FRPR) project.

June 16, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Caryn Champine, Director, Planning, Development and Transportation
Seth Lorson, Senior Transportation Planner

SUBJECT

Resolution 2026-090 Supporting the Front Range Passenger Rail District's Narrative Summary for Proposed Fort Collins Station and the Development of Passenger Rail Service Along the Front Range.

EXECUTIVE SUMMARY

The purpose of this item is to consider a Resolution of support for the Front Range Passenger Rail (FRPR) project.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

The proposed inter-city passenger rail, Colorado Connector ("CoCo"), and its starter service "Joint Service" were presented to Council at the May 26, 2026, Work Session (AIS packet attached). City Council engaged in a discussion about adopting a resolution for support (attached) of the proposed CoCo service. The discussion primarily surrounded the merit of the Drake Station location. The discussion summary and follow-up information was provided in the Work Session Summary memo, dated June 1, 2026 (attached).

Additional follow-up from May 26, 2026, Work Session:

- How will the additional trains affect traffic congestion?
    - (Response from CDOT, not captured in June 1 Work Session Summary) Most freight trains on the Front Range Sub range from 5,000-15,000 ft. while passenger trains will be around 500-700 ft. Gate down time will be significantly shorter with passenger trains (under two to three minutes) but adding passenger trains even in the initial Joint Service phase will double the amount of trains through town as compared to freight only operations today. At full build out of FRPR it will quadruple the amount of trains compared to existing freight traffic.
- What is the cost estimate for moving the station to Downtown or East Vine Drive?
    - (Response from CDOT, not captured in June 1 Work Session Summary) Cost per mile for Positive Train Control (PTC): $2,500,000; cost for street crossings to Downtown: $15,000,000; capital

project costs to East Vine Drive: $22,000,000; capital project costs for Downtown (including street closures, crossing removals, on-street parking removal, right-of-way and property acquisition based on assessed values): $75,000,000 - $100,000,000. Unknown costs include BNSF needs for fencing, street closures, and future track expansions.

- Current estimate for costs to move the FRPR station:
  - Downtown: ~$125,000,000-150,000,000
  - East Vine Drive: ~$50,000,000-60,000,000

- Can Local Return funding pay to move the station?
  - Given a successful ballot initiative, the City of Fort Collins would receive ”local return” funds in the amount of approximately $3,000,000 per year for 25 years (with an additional 10% incentive for endorsement of support before June 30, 2026, making the total $3,300,000/yr.) The preliminary information provided by the FRPR District says that funds must ”support the design, construction, operation, and maintenance of a passenger rail station, and may support broader station-area investments that enhance access, connectivity, and functionality, including multimodal access and first- and last-mile improvements.” However, the final funding conditions, scopes, and obligations (specific use of the funds) will not be formalized until the City engages in an Intergovernmental Agreement (IGA) with FRPR District following voter approval.
  - If moving the station to a location further north meets the conditions of the IGA then the local return funds could contribute to moving the station location. This would mean that the City of Fort Collins would be the sole funding source for station area development activities noted above.

Summary of Staff Recommendation:

- Staff recommends approval of the Resolution of support. Staff has worked directly with FRPR District, CDOT, and the Governor’s Office over a compressed timeline to ensure the train station is centrally located and therefore serves the Fort Collins community equally.
- The Drake Station location benefits the Fort Collins community and FRPR by being located on the MAX BRT line, providing 100+ parking spaces, having two regional trails close by (Mason Trail and Spring Creek Trail), does not have the physical constraints of other locations, is supported by BNSF Railroad, and is in Midtown which has much opportunity for transit-oriented development (TOD) redevelopment.
- Moving forward with the Drake Station gives staff the opportunity to begin engaging the community in a meaningful way about their needs and vision for the station and the future of Midtown.

CITY FINANCIAL IMPACTS

None associated with this Resolution. The Resolution does not include financial commitments.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

Transportation Board is crafting a letter of support.

PUBLIC OUTREACH

Some preliminary engagement has been done by the Front Range Passenger Rail District and by City staff. The Station Planning process will include a community engagement plan.

ATTACHMENTS / LINKS

1. Work Session Agenda Item Summary and attachments, May 26, 2026 (link)
2. Work Session Summary memorandum, June 1, 2026
3. Presentation
4. Resolution 2026-090

Docusign Envelope ID: A73F6165-E96D-8581-828E-7EE8C12DC3D4

Work Session Memorandum

Date: June 1, 2026
To: Mayor and City Councilmembers
Through: Kelly DiMartino, City Manager
Caryn Champine, Director, Planning, Development and Transportation
From: Seth Lorson, Senior Transportation Planner
Subject: May 26, 2026 Work Session Summary: Front Range Passenger Rail and Joint Service Update

Bottom Line

The purpose of this memo is to document the summary of discussions during the May 26, 2026 Work Session. All Councilmembers were present.

Discussion Summary

Sal Pace, General Manager for the Front Range Passenger Rail District, provided a presentation about the planned first phase of service “Joint Service” and the long-term vision for the Colorado Connector “CoCo”. He also requested that Council consider a resolution of support for the planned inter-city passenger rail service.

The discussion was generally focused on the chosen station location, Drake Station. Some Councilmembers were supportive of the location noting that it’s central to the entire community and will provide an economic boost for Midtown. Support for the station location also noted the efficient use of public resources because of its reduced cost due to the ease of development which, in turn, facilitates the compressed timeline with service starting on January 1, 2029.

Some Councilmembers noted concern about the Drake Station location citing that Downtown or East Vine Street would be preferrable for delivery of riders to the city’s primary activity center and additional space for redevelopment respectively. Additional concerns were voiced about the quick timeline, creating a lack of communication and engagement with the community to get a better understanding of who will ride the train and why.

Despite the above concerns, there was sufficient support from Council to bring forward the resolution.

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Next Steps

City Council will consider a resolution of support at the June 16, 2026 Regular Meeting.

Follow-up Items

Questions/Comments:

Traffic

- How will the additional trains affect traffic congestion?
    - The passenger trains are planned to be significantly shorter than the freight trains currently travelling through Fort Collins. CoCo's northernmost location will be Drake Road, so it will only cross 5 streets in Fort Collins (Trilby Road, Harmony Road, Horsetooth Road, Swallow Road, and Drake Road). Considering these factors we do not anticipate long traffic delays. City Traffic Engineering and Operations will be part of the station planning process and will provide recommendations and strategies to consider ease of all travel modes.

Resolution

- To what does the proposed resolution commit the City?
    - The proposed resolution simply shows support for Front Range Passenger Rail, agrees to take the FRPR District's money via local return, and adopts The Narrative (Exhibit A, included with the resolution). The resolution does not express support for the ballot initiative nor a new tax.

Drake Station

- What is the cost estimate for moving the station to Downtown or East Vine Drive?
    - The city has a request with CDOT to get more detailed cost information regarding the improvement of the railroad for passenger rail to Downtown and East Vine Drive. This information will be available for Council's consideration of the resolution.
    - A major factor beyond cost of improving the railroad for passenger rail that removed the Downtown Transit Center from consideration is the physical limitations. According to initial design estimates, the siding to accommodate a 700-foot platform will need to be ~1,000 feet long. This would require the closing of one or both streets (Laporte Avenue and Maple Street) and removal of a corner of the Civic Center Parking Structure.

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- One comment speculated that there are not anybody living within ½ mile of Drake Station.
    - Within ½ mile radius of Drake Station has a population of 1,975 people and 3,712 jobs with an additional 808 bedrooms currently being developed.
    - The Drake Station planning process will include targeted Transit Oriented Development (TOD) implementation strategies to optimize current conditions and plan for future transformation and redevelopment in Midtown, nearby neighborhoods, adjacent employment areas and CSU campus.
- Please provide economic analysis of Downtown versus Drake Station and include hotel and retail spending.
    - To the extent feasible, initial market opportunities were considered in evaluating the different station locations. Given multiple factors of current population, employment, transportation connectivity and development opportunity, the Drake Station scored higher than the Vine/Linden location from an economic perspective.
    - A more detailed economic assessment could provide more specific analysis on economic impacts, market opportunities such as hotels, and sales tax projections. However, it is not possible to complete that work in advance of the June 16 Regular Council Meeting.
    - City Staff are committed to further economic and market assessment for the Drake Station during the station planning process. This will allow the City to establish a local strategy and optimize the success of this station location.

<u>Community Engagement</u>

- The timing of Joint Service has not afforded the city the ability to engage with the community on station location and residents' likelihood and purpose of riding the train.
    - Feedback on the different station options would have added value to the process and improved our understanding of our community's needs and desires. In addition, there were many parameters constraining the options and the decision was not in our control.
    - City Staff was successful in influencing the location of the Joint Service station to relocate from South Transit Center to the Drake Station, a more accessible location for our community.

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- As part of the Drake Station planning process, City Staff will have the opportunity to engage with the community and gain greater insights on who and how our community will use and need the train over time. These inputs will be used to shape the vision and implementation strategy for the station area.

June 16, 2026

Front Range Passenger Rail and Joint Service

Resolution for Support

Caryn Champine, Director, PDT
Seth Lorson, Senior Transportation Planner

Question

Does City Council support Resolution 2026-090 Supporting the Front Range Passenger Rail District's Narrative Summary for Proposed Fort Collins Station and the Development of Passenger Rail Service Along the Front Range?

Resolution 2026-090

- Expresses support for Front Range Passenger Rail (FRPR)
- Adopts the narrative included with the resolution
- Agrees to accept FRPR District's local return money (approximately $3.3M/yr. for 25 years)

Joint Service Overview

Starter service from Fort Collins to Denver funding already in place:

Frequency: 3 round trips per day, 7 days a week

Station Locations: 8 stations

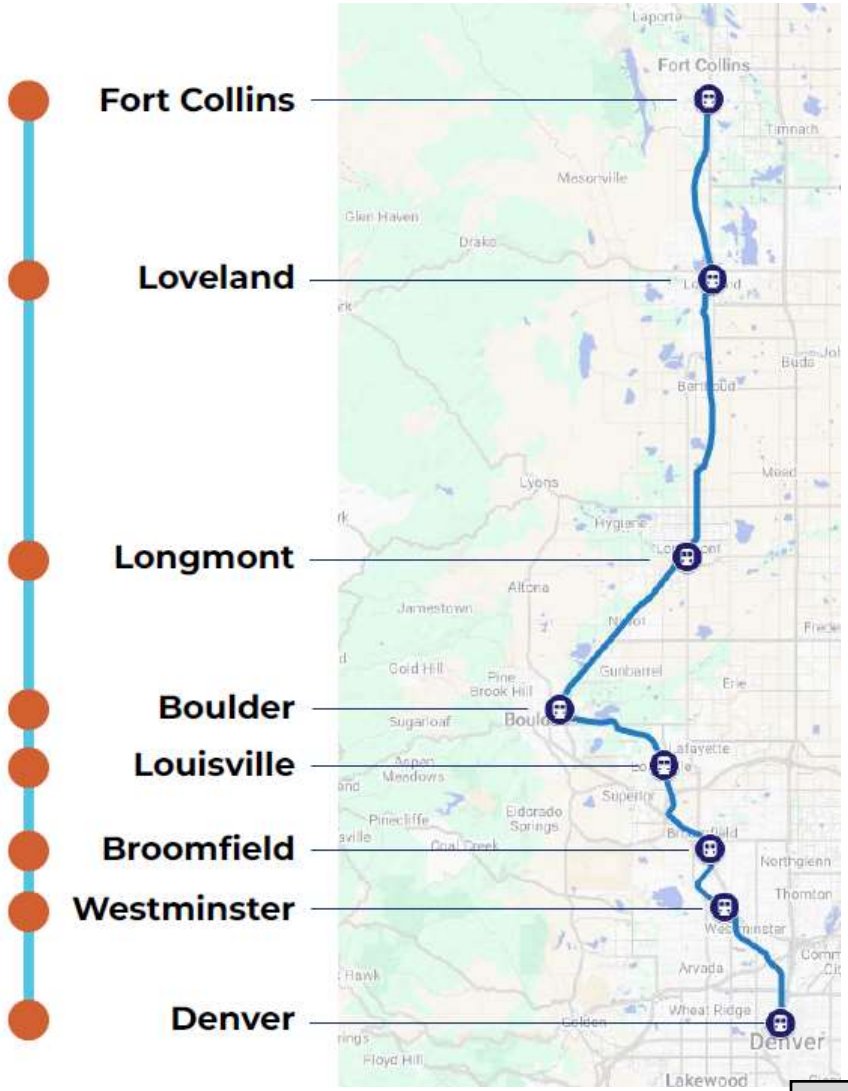
Distance: 69 track miles

Travel Time (estimated): 1 hour 40 minutes including station stops and recovery

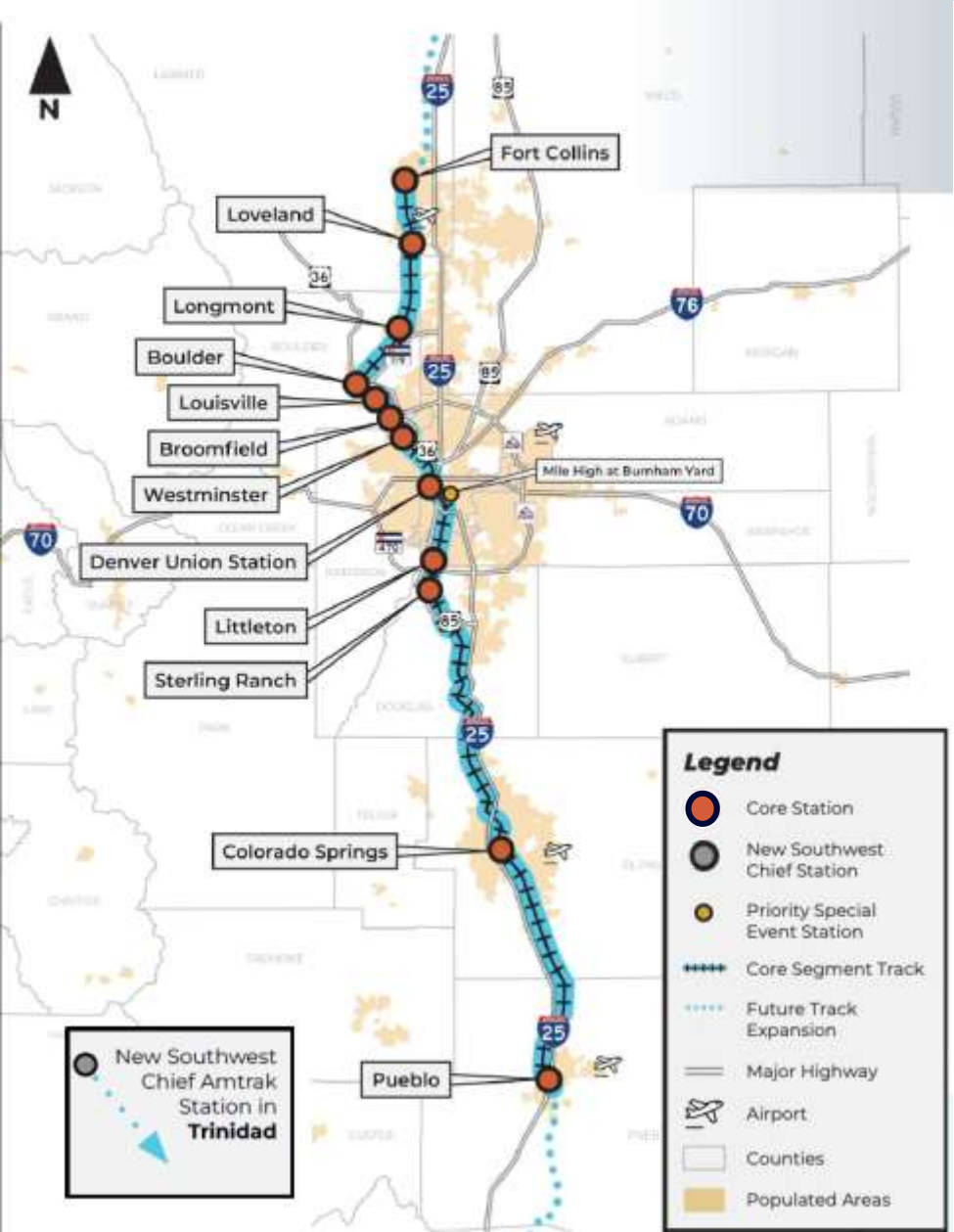
Cost Efficiency: 60%+ lower cost vs. prior estimates

Expedited delivery: 2029 start vs. 2050+ from RTD alone, made possible by a direct access agreement with BNSF

Host Railroads: BNSF from Fort Collins to Westminster; RTD from Westminster to Denver Union Station



Full Service Overview



Full service from Fort Collins to Pueblo with additional local investment in Trinidad:

Frequency: Up to 10 round trips per day by 2045

Station Locations: 12 CoCo stations; 1 new Southwest Chief station in Trinidad

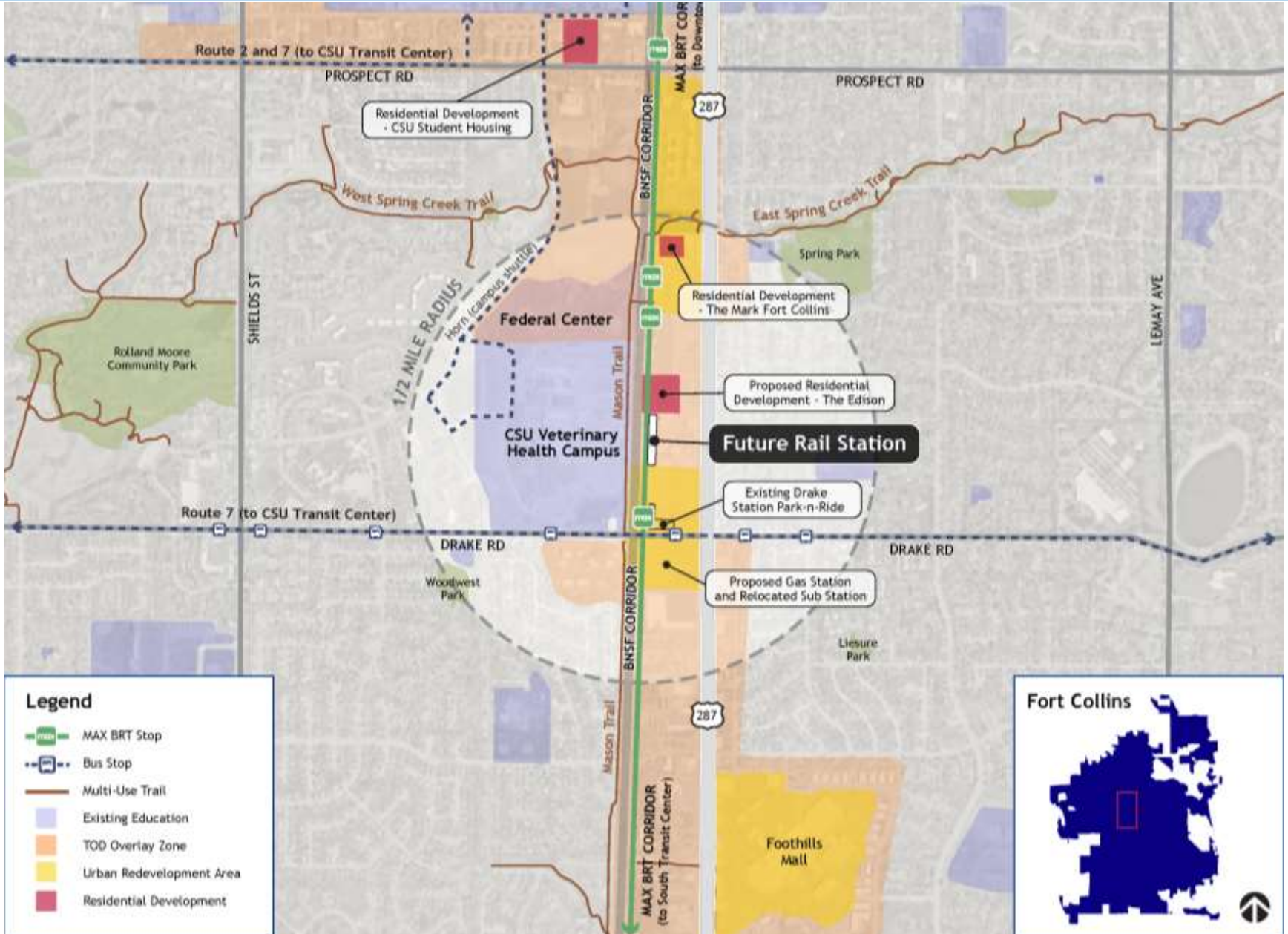
Distance: 190 track miles

Travel Time (estimated): 1h 40m from Fort Collins to Denver; 2h 40m from Denver to Pueblo (top speed 79 miles per hour)

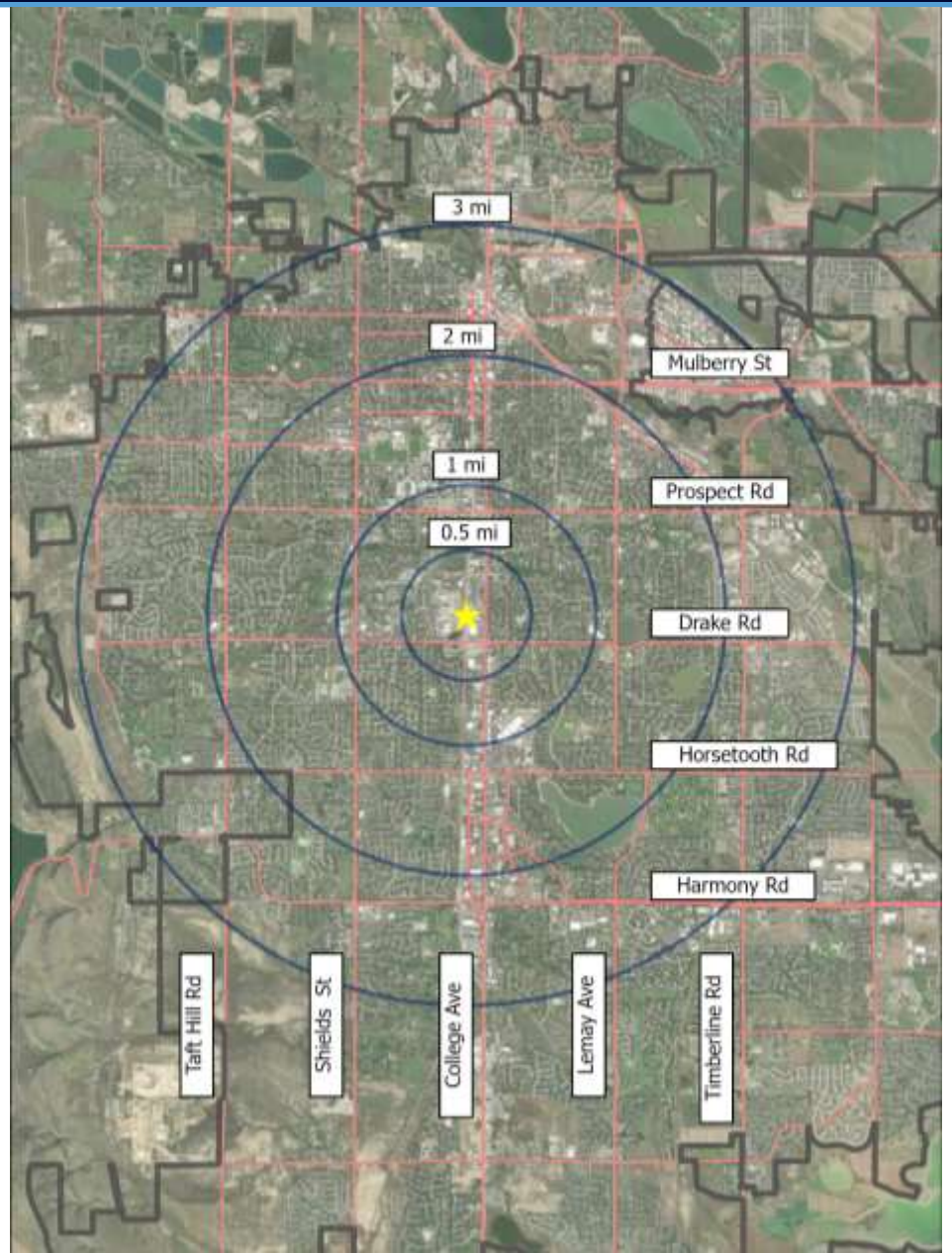
Equipment: Most likely dual-mode (electric + low-emission diesel)

Host Railroads: BNSF from Fort Collins to Westminster; RTD from Westminster to Denver Union Station; Union Pacific and BNSF from Denver to Pueblo

Drake Station Context



Drake Station Context



Distance from Drake Station	Population
Within 1/2 mile	1,751
Within 1 mile	14,517
Within 2 miles	66,546
Within 3 miles	119,815

Future Drake Station

Major Streets

City Limits

Distance from Drake Station

0.5 mile

1 mile

2 miles

3 miles

0 1 2 4 Miles

N

Question

Does City Council support Resolution 2026-090 Supporting the Front Range Passenger Rail District's Narrative Summary for Proposed Fort Collins Station and the Development of Passenger Rail Service Along the Front Range?

City of Fort Collins

Questions?

RESOLUTION 2026-090
OF THE COUNCIL OF THE CITY OF FORT COLLINS SUPPORTING THE FRONT RANGE PASSENGER RAIL DISTRICT'S NARRATIVE SUMMARY FOR PROPOSED FORT COLLINS STATION AND THE DEVELOPMENT OF PASSENGER RAIL SERVICE ALONG THE FRONT RANGE

A. The Front Range Passenger Rail District ("FRPRD") was established as a corporate and political subdivision of the State of Colorado to research, develop, construct, operate, and maintain an interconnected passenger rail system along the Front Range extending from Wyoming to New Mexico.

B. The development of a Front Range passenger rail system represents a significant regional investment in transportation infrastructure designed to serve current and future generations of Coloradans.

C. Front Range Passenger Rail is intended to connect residents and visitors to employment centers, housing opportunities, colleges and universities, medical facilities, and entertainment destinations throughout the Front Range.

D. Colorado's Front Range population is projected to approach seven million residents in the coming decades, increasing demand on existing transportation systems and exacerbating congestion along Interstate 25, one of the state's most heavily traveled and consistently congested corridors.

E. Passenger rail offers a reliable, efficient, and sustainable transportation alternative that can reduce vehicle miles traveled, alleviate roadway congestion, and contribute to improved air quality and environmental outcomes.

F. The Colorado Department of Transportation ("CDOT"), the FRPRD, and the Class I freight railroads spent the last four years extensively studying the operational feasibility of using existing rail infrastructure, enabling near-term passenger service while maximizing the use of existing assets.

G. Initial passenger rail service is anticipated to begin as early as 2029, providing a timely response to growing transportation needs.

H. Pending voter approval service will be expanded up to 10 round trips per day from Pueblo to Fort Collins and with station area buildout and development.

I. The FRPRD has conducted public outreach through town hall meetings, City Council presentations, and digital engagement, providing citizens with meaningful opportunities to ask questions, offer input, and engage with FRPRD board members and staff.

J. The inclusion of a passenger rail station in the City of Fort Collins has the potential to enhance transportation options, increase community vibrancy, support economic development, advance the creation of transit oriented development, and generate increased activity in the hospitality, retail, and service sectors.

K. The FRPRD has committed to providing direct payments annually over a period of 25 years to the City of Fort Collins to support the design, construction, operation, and maintenance of a passenger rail station, first-mile, last mile connectivity, and related amenities.

L. The FRPRD has committed to increasing annual payments to the City of Fort Collins by 10% annually by proactively approving a station area narrative.

M. Before referring a ballot measure to the citizens of the FRPRD, the FRPRD must provide accurate narratives of each proposed station's area to the voters.

N. The City's plans align with FRPRD goals including explicit alignment with City Plan Policy T 4.7 – Future Passenger Rail – aiming to incorporate future opportunities for commuter passenger rail or other intercity rail-transit connections along existing or new rail corridors between Fort Collins, Denver and other North Front Range cities, per the 2017 Senate Bill and 2011 North I-25 Environmental Impact Statement.

O. Additional City plans align with FRPRD goals including City Plan Principle EH 5 to engage and help shape regional economic development efforts; Policy EH 5.4 regarding Regional Infrastructure to actively participate in conversations with other municipalities, organizations and regional leaders to collaborate on upgrading transportation and other regional infrastructure; Principle ENV 4 to protect human health and the environment by continually improving air quality; Policy ENV 4.6 regarding Vehicles and Non-Road Engines to promote efforts to reduce fuel consumption and associated pollutant emissions from vehicles and non-road engine sources, such as lawn and garden equipment; Principle T 4 to pursue regional transportation solutions; and Our Climate Future Big Move 4 regarding Convenient Transportation Choices to make it safe, easy, fast and affordable to get around without a car.

P. The City has shown support for development of rail service along the Front Range and cooperation among communities by adopting previous resolutions, including Resolutions 1996-102, 2000-045, 2025-055, 2025-092, and 2025-093.

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

Section 1. City Council formally adopts Exhibit A, the narrative describing the City's station area location, planning efforts to date, and anticipated post-ballot planning. The FRPRD may share this narrative publicly to reflect the City's current understanding

of station area conditions and planning direction. The narrative is non-binding and remains subject to refinement through future local decision-making processes.

Section 2. City Council supports the continued efforts of the FRPRD to plan, develop, and implement passenger rail service along the Front Range of Colorado.

Section 3. City Council affirms its support for ongoing public education and engagement efforts by the FRPRD to ensure that residents of the City of Fort Collins are informed about the proposed system, including proposed station-area, its benefits, costs, and anticipated impacts.

Section 4. City Council expresses its support for the inclusion of a passenger rail station within the City of Fort Collins if a ballot measure is passed by the voters of the FRPRD, recognizing the potential economic, mobility, and community benefits associated with such an investment.

Section 5. City Council encourages continued coordination among the FRPRD, CDOT, host freight railroads, and local governments.

Section 6. City Council directs staff to continue working collaboratively with the FRPRD on station planning, land use coordination, infrastructure integration, and opportunities to maximize local economic benefit.

Section 7. City Council directs the City Clerk to transmit a copy of this Resolution to the FRPRD as evidence of the City's support of the project and station-area development.

Passed and adopted on June 16, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: June 16, 2026
Approving Attorney: Heather N. Jarvis

Exhibit: Exhibit A – Narrative describing the Fort Collins station that anchors the northern end of the Colorado Connector

Fort Collins

The Fort Collins station anchors the northern end of the Colorado Connector, the terminus of a rail line drawing this City into direct connection with Longmont, Boulder, Denver, and every community along the 180-mile corridor south to Pueblo.

The proposed station sits at Drake Road, where the BNSF tracks and the Mason Corridor converge, a location the City is formalizing through an active Station Area Planning process to establish design context, confirm station area goals, and shape surrounding land use. The Mason Corridor forms the spine of the Fort Collins Midtown district, the City's primary redevelopment corridor, where transit-oriented development, urban renewal tax increment financing, and a new state transit-supportive housing law are already aligned and in use. Significant mixed-use and residential projects are advancing at the Drake and College intersection immediately adjacent to the station, and the City's long-range vision for the corridor anticipates thousands of new residential units along the Midtown stretch in the years ahead. Colorado State University and its research campus anchor the station area to the west.

The multiuse trail network at this location ranks among the strongest on the corridor. The Mason Trail runs directly adjacent to the station, threading 3.5 miles through the heart of the city and connecting to the Spring Creek Trail, the Fossil Creek Trail, and the Poudre River Trail — recently completed as a 45-mile continuous paved path running from Bellvue through Fort Collins and east to Greeley. Old Town Fort Collins, the City's walkable historic downtown core, sits roughly two miles north, reachable by trail or by the MAX Bus Rapid Transit (BRT) Drake stop co-located with the station and running the full Mason Corridor spine to downtown and south to regional connections. Similarly, CSU Canvas Stadium, Moby Arena, Washington’s and Aggie’s Theater live music venues can be reached from this rail location via MAX BRT within 15-20 minutes.

The City of Fort Collins is leading the Station Area Planning effort, bringing years of transit-oriented planning investment including active urban renewal tools, seeking to advance a corridor already generating new development, and supporting the vibrancy of the Fort Collins station and the future of FRPR.

File Attachments for Item:

29. Flock Retention and Data Sharing.

The purpose of this item is a follow up from the Council Work Session on May 12, 2026 to present options for Council to consider related to the retention of Fort Collins Police Services (FCPS) Flock data and restrictions on data sharing of Flock information with outside agencies. If desired, Council may make a motion directing staff of next steps they would like to see occur. The form of two motions for that purpose are provided at the end of the Background/Discussion section.

June 16, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Jeff Swoboda, Chief of Police
Adam McCambridge, Assistant Chief of Police

SUBJECT

Flock Retention and Data Sharing.

EXECUTIVE SUMMARY

The purpose of this item is a follow up from the Council Work Session on May 12, 2026 to present options for Council to consider related to the retention of Fort Collins Police Services (FCPS) Flock data and restrictions on data sharing of Flock information with outside agencies. If desired, Council may make a motion directing staff of next steps they would like to see occur. The form of two motions for that purpose are provided at the end of the Background/Discussion section.

BACKGROUND / DISCUSSION

At the Council Work Session on May 12, 2026, Fort Collins Police Services (FCPS) presented Council with four options related to the City's contract with Flock Safety (Flock) which provides FCPS with Automated License Plate Reader (ALPR) cameras. Based on feedback from the Work Session, efforts to expand the scope of the Citizen Review Board to include additional oversight and to create a surveillance policy are underway. During other business at the Council meeting on May 19, 2026, Council requested additional follow-up from FCPS related to options it could consider regarding the retention timeframe for the Flock data as well as which Colorado entities have access to our system.

Data Retention

Pursuant to the current contract, the retention period is 30 days. At the end of the retention period, the data is completely deleted by the cloud storage provider. There are several options Council could consider related to the retention period of the data: (1) 30 days, (2) 21 days, (3) 14 days, (4) 7 days, or (5) any other timeframe Council would like. The retention period is set by contract, and any changes would require a contract amendment with Flock.

Several things can impact the search timelines by FCPS employees. Delayed reporting of crimes, victim follow-up, work schedules, case developments such as leads, evidence, interviews, and intelligence gathering develop over time and can extend the timeline for accessing Flock. In order to understand the potential impacts of a shorter data retention period, staff conducted a 30-day look back period from April 20-May 20, 2026:51% of Flock searches were conducted in the first 7 days of the case investigation, 6% of the searches were within 8-14 days, 3% within 15-21- days, and 38.7% within 22-30 days.

The attached presentation distinguishes the use of the Flock system by use of Patrol and Investigations. Patrol officers most often utilize Flock during calls of services to search for “in the moment” crime. Detectives in the Investigation division utilize the Flock system for longer periods of time because the nature of their work involves crimes that have already happened days or weeks ago. This is why there is a significant number of searches completed in investigations over the 21-day timeframe. Reducing the retention schedule requires the data to be deleted and no longer accessible to anyone, even with a warrant.

Access by other Colorado law enforcement agencies

In addition to the retention period, Council requested that FCPS provide options for Council to consider regarding FCPS’s restriction of access to Flock data. Currently, FCPS shares Flock data only with law enforcement agencies in Colorado. All agencies in Colorado are required to follow the state law that does not allow sharing Personally Identifiable Information (PII) data for immigration enforcement or reproductive health care purposes. Additionally, access to the Flock system is limited for legitimate law enforcement purposes only. FCPS has the ability to stop sharing access to outside agencies at any time through an administrative setting within the Flock system and no contract amendment is needed.

When responding to recent crimes, officers often limit their initial Flock searches to Fort Collins. However, if time permits—or as the investigation progresses—the search area can be expanded to include regional, state, or nationwide agencies. The Flock system is not required to be reciprocal to work, and although FCPS does not share their data with agencies outside Colorado, many agencies in other states still share their information with us.

Council could consider further limiting the geographic areas with which we share Flock data. However, the system is optimized through collaborative networks that share real-time information.

Key operational benefits of maintaining regional sharing include:

- Allows FCPS to receive 'hot list' alerts and solve crimes for local residents even after a suspect leaves Fort Collins.
- Assists in time-sensitive cases involving missing or at-risk individuals, homicide suspects, and fugitives.
- Enhances the ability to disrupt mobile criminal activity, such as motor vehicle theft and statewide felony theft rings.

Information sharing functions as a mutual safety resource; it protects Fort Collins residents from threats while assisting regional partners in the same manner.

FCPS could also update current policy to state that outside agency access will be immediately removed if they share Flock data in violation of:

- State Law (e.g. Immigration, Reproductive/ Healthcare purposes), and
- Other unauthorized searches

Other information

Additionally, a question from Council was asked regarding current Flock contract terms and conditions. There has been some questions about Flock updating their terms and conditions and how those changes have impacted current contract language. While Flock may be updating their standard terms and conditions with some of their other clients, including Commerce City, the City’s contract has not changed. All terms and conditions remain the same and were specially negotiated and agreed to in September 2024. An addendum to the contract was completed in March 2026. The addendum added a PII Certification required by state law. No other changes to the original contract were made and the addendum does not grant additional rights to Flock. The contract and PII certification are attached.

The Commerce City contract is attached as well and staff is working on a comparative analysis between their contract and ours. This information will be provided in the June 16 Tuesday read before Council packet.

Suggested motions for this item if Council would like to direct changes are:

"I move that City Council direct staff to negotiate a change to the City's contract with Flock Safety to delete all of the City's data after __ days, rather than after 30 days."

"I move that City Council direct staff to restrict sharing of Flock data as follows:_____."

CITY FINANCIAL IMPACTS

None.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS / LINKS

1. City of Fort Collins Flock Contract and Order Form
2. City of Fort Collins PII Certification Addendum
3. Commerce City Flock Contract and amendments
4. Presentation

Docusign Envelope ID: D76A2AB2-6160-4098-8122-BF62A764EE99

Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("***Flock***") and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***"). This Agreement is effective on the date of mutual execution ("***Effective Date***"). Parties will sign an Order Form ("***Order Form***") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("***Notifications***");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock's standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the ***Order Form***. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, ("***Permitted Purpose***").

Docusign Envelope ID: D76A2AB2-6160-4098-8122-BF62A764EE99

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Agreement***" means the order form (to be provided as Exhibit A, "Order Form"), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 "***Anonymized Data***" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 "***Customer Data***" means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. "***Customer Hardware***" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 "***Effective Date***" means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 "***Flock Hardware***" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 "***Flock IP***" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 "***Flock Services***" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

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1.11 "***Footage***" means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 "***Installation Services***" means the services provided by Flock for installation of Flock Services.

1.13 "***Permitted Purpose***" means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.14 "***Retention Period***" means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.15 "***Term***" means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.16 "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

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2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

2.4 **Updates to Platform.** Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for

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malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

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3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***"Customer Obligations"***).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts for the sole purpose of Flock providing the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

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4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (**"*Customer Generated Data"***). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the sole purpose of providing Flock Services to the Customer. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own

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proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to applicable law or any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order or seek injunctive relief. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret. Flock acknowledges the Customer is a governmental entity subject to the Colorado Open Records Act, C.R.S. § 24-72-200, *et seq.* (CORA), and documents in the Customer's possession may be considered public records subject to disclosure under the CORA or any other applicable local, state, or federal laws.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or

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attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees**. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** In the event of any proposed changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 **Taxes.** To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes,

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including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for three (3) successive one (1) year renewal terms, not to exceed a total of five (5) years, (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current Renewal Term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival**. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

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8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a **"*Defect*"**), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule attached hereto in Exhibit D. In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

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PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B**.** The Customer, its officers, agents and employees shall be named as additional insureds on Flock's general liability and automobile liability insurance policies by marking the appropriate box or adding a statement to this effect on the certificate, for any claims arising out of Services performed under this Agreement.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE

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ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

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rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule attached hereto as Exhibit D. Customer will receive prior written notice and confirm written approval of any such fees.

10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

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11.1 **Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior written consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s)and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the

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chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service or license to use any Party's logos.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification,

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reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent this Agreement, or any provision in it, requires payment of any nature in fiscal years subsequent to the current fiscal year and constitutes a multiple fiscal year debt or financial obligation of the Customer, it shall be subject to annual appropriation by the Fort Collins City Council as required in Article V, Section 8(b) of the City Charter, City Code Section 8-186, and Article X, Section 20 of the Colorado Constitution. The Customer shall have no obligation to continue this Agreement in any fiscal year for which there are no present cash reserves or supporting appropriations pledged irrevocably for purposes of payment obligations herein. Non-appropriation by the City shall not be construed as a breach of this Agreement. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

11.16 Governmental Immunity Act. No term or condition of this Agreement shall be construed or

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interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, and under any other applicable law.

11.17 Notices.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: CITY OF FORT COLLINS
215 NORTH MASON
PO BOX 580
FORT COLLINS, CO 80522

ATTN: PURCHASING DIRECTOR

EMAIL: purchasing@fcgov.com

With a Copy to:

ADDRESS: CITY OF FORT COLLINS
2221 S. TIMBERLINE RD
FORT COLLINS, CO 80525

ATTN: CHIEF OF POLICE

EMAIL:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year stated below.

FLOCK GROUP, INC.

By: Signed by: Mark Smith AC5C931454C24F3...

CITY OF FORT COLLINS

By: DocuSigned by: A9D0A054C8CB45D...

Docusign Envelope ID: D76A2AB2-6160-4098-8122-BF62A764EE99

Name: Mark Smith
Title: General Counsel
Date: 9/17/2024

Name: Gerry Paul
Title: Purchasing Director
Date: 9/17/2024

APPROVED AS TO FORM:

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EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars ($10,000,000) per occurrence and Ten Million Dollars ($10,000,000) in the aggregate;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate;

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(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars ($5,000,000).

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EXHIBIT C

CUSTOMER IMPLEMENTATION GUIDE

EXHIBIT D

REINSTALL FEE SCHEDULE

After a Deployment Plan with designated locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the Deployment Plan ("Reinstalls") driven by a Customer's request will incur a fee per the table below.

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed at no fault of Flock) and include labor and materials.

Professional Services Schedule:

Initial Camera Installation

- Existing Infrastructure | **$150**
- Standard Install | **$650**
- Advanced Install | **$1,250**

Camera Relocations

- Falcon/Sparrow camera relocation, existing pole | **$350**
- Falcon/Sparrow camera relocation, Flock pole | **$750**
- Falcon/Sparrow camera relocation, advanced pole | **$2,000**
- Condor relocation, existing pole | **$750**
- Condor relocation, existing pole, and AC hookup by Flock **| $1,500**

Equipment Replacements

- Camera replacement as a result of vandalism, theft, or damage | **$800**
- Flock pole replacement as a result of vandalism, theft, or damage | **$500**
- Advanced pole replacement as a result of vandalism, theft, or damage | **$2,000**
- Technician visit for any other reason not listed above | **$350**
- Solar panel replacement as a result of vandalism, theft, or damage | **$350**

Flock Safety Falcon Flex™ Replacements

- Replacement Camera | **$800**
- Replacement Battery | **$750**
- Replacement Solar Panel | **$500**
- Replacement DC Power Kit | **$150**
- Replacement AC Power Kit | **$150**

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Flock Safety + CO - Fort Collins PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Will Nobles
will.nobles@flocksafety.com
2058215424

flock safety

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flock safety

EXHIBIT A
ORDER FORM

Customer:	CO - Fort Collins PD	Initial Term:	24 Months
Legal Entity Name:	CO - Fort Collins PD	Renewal Term:	24 Months
Accounts Payable Email:	ryounger@fcgov.com	Payment Terms:	Net 30
Address:	2221 S Timberline Rd Fort Collins, Colorado 80521	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$48,000.00**
Flock Safety Flock OS			
FlockOS ™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	14	Included
Flock Safety Platform Add Ons			
Traffic Analytics Package	Included	12	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$0.00	9	$0.00
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	$0.00	5	$0.00

Subtotal Year 1:	$48,000.00
Annual Recurring Subtotal:	$48,000.00
Discounts:	$12,100.00
Estimated Tax:	$0.00
Contract Total:	$96,000.00

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

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*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

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Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$48,000.00
Annual Recurring after Year 1	$48,000.00
Contract Total	$96,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$0.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$12,100.00

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Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS ™ - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Traffic Analytics Package	
Flock Safety Falcon ®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI’s National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect’s license plate to a custom list and get alerted when it passes by a Flock camera

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By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

By: Signed by: Mark Smith AC5C931454C24F3...

Name: Mark Smith

Title: General Counsel

Date: 9/17/2024

Customer: CO - Fort Collins PD

By: DocuSigned by: A9D0A054C8CB45D...

Name: Gerry Paul

Title: Purchasing Director

Date: 9/17/2024

PO Number:

Docusign Envelope ID: 167B518E-17E7-4542-8A68-47B548BE7064

AMENDMENT #1
AGREEMENT BETWEEN THE CITY OF FORT COLLINS
AND FLOCK GROUP, INC.

This First Amendment (Amendment #1) is entered into by and between the **CITY OF FORT COLLINS** (City) and **FLOCK GROUP, INC.** (Service Provider).

WHEREAS, the Service Provider and the City entered into an Agreement, including the Order Form for Flock Hardware and Software Products including FlockOS – Essentials, Traffic Analytics Package, Flock Safety Falcon, Professional Services – Standard Implementation Fee and Professional Services – MASH Tested Pole Implementation Fee – Non-Coastal Region effective September 17, 2024 (the Agreement); and

WHEREAS, Service Provider and the City desire to amend the Agreement to add Exhibit E – Third Party Entity/Organization Certification for Access to PII Through a Database or Automated Network.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises herein contained, the parties agree as follows:

1. Exhibit E – Third Party Entity/Organization Certification for Access to PII Through a Database or Automated Network is hereby added in its' entirety with the Exhibit E – Third Party Entity/Organization Certification for Access to PII Through a Database or Automated Network attached hereto

Except as expressly amended by this Amendment #1, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment #1, this Amendment #1 shall prevail.

IN WITNESS WHEREOF, the parties have executed this First Amendment the day and year shown.

CITY OF FORT COLLINS:

By: DocuSigned by: A9D0A054C8CB45D...
Gerry Paul
Purchasing Director

Date: 3/9/2026

FLOCK GROUP, INC.:

By: Signed by: 1024FAF1F68A40F...

Printed: Dan Haley

Title: Chief Legal Officer

Date: 3/3/2026

Docusign Envelope ID: 167B518E-17E7-4542-8A68-47B548BE7064

City of Fort Collins

THIRD PARTY ENTITY/ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Requestor Release and Permissible Use Disclosure: Pursuant to § 24-74-105, C.R.S., I, Dan Haley, on behalf of Flock Group Inc (legal name of entity/organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this agreement and certification on behalf of the Organization.

Signed by:
1024FAF1F68A40F...

Signature

Chief Legal Officer

Title

Dan Haley 3/3/2026

Printed Name Date

Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group Inc., a Delaware corporation registered to conduct business in Colorado with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("***Flock***") and the City of Commerce City, a Colorado home rule municipality whose address is 7887 East 60Th Avenue, Commerce City, Colorado("***Customer***" or "the City") (each a "***Party***," and together, the "***Parties***"). This Agreement is effective on the date of mutual execution ("***Effective Date***"). Parties will sign an Order Form ("***Order Form***") which will describe the Flock Services to be performed and the period for performance, attached hereto as Exhibit A.

1. DEFINITIONS

1.1 "***Agreement***" means this Agreement, the order form (attached as Exhibit A, "**Order Form**"), and any other exhibits attached hereto and incorporated herein.

1.2 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 **"*Customer Data*"** means the images, audio and/or video segments made available to Customer through the Web Interface in connection with the Flock Services, together with the metadata associated with that Customer's use of the Flock Services (*e.g.*, license plate number, timestamp of capture, and geospatial coordinates). For clarity, Customer Data does not include the underlying raw Footage captured by the Flock Hardware or any Flock IP (as defined in Section 1.9).

1.4 **"*Customer Generated Data*"** means any content submitted by Customer through the Flock Services, including but not limited to text, images, data, feedback, suggestions, and other materials, whether provided directly or indirectly by the Customer during their use of the Services.

1.5. "***Customer Hardware***" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.7 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 "***Flock Hardware***" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 "***Flock IP***" means the Flock Services, the Embedded Software, and all intellectual property or proprietary information therein or otherwise provided to Customer or its Authorized End Users, including, but not limited to, Flock's technology, patents, trade secrets, trademarks, algorithms, data models, machine learning methods, documentation, and any modifications or improvements. For clarity, Flock IP also includes any derivative works, intermediate or final outputs, analyses, reports, models, or other results generated by or through the Flock Services. Except for the limited ability to access and download Customer Data within the applicable Retention Period, no rights are granted to download, extract, export, or otherwise create or retain copies of such derivative works, outputs, or other elements of the Flock IP.

1.10 "***Flock Services***" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, and video.

1.11 "***Footage***" means still images, video, audio, and other raw data captured by the Flock Hardware or Customer Hardware via the Flock Services.

1.12 "***Integration Data***" means any distribution of data from a Customer requested third party integration.

1.13 "***Installation Services***" means the services provided by Flock for installation of Flock Services.

1.14 "***Permitted Purpose***" means legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 "***Retention Period***" means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form.

1.16 "***Term***" means, with respect to each Order Form, the period of time set forth in such Order Form.

1.17 "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services. For clarity, the Web Interface does not include APIs, or any other automated, programmatic data transfer method.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for use by Customer and Authorized End Users. Customer Data will be available for Authorized End Users to access and download via the Web Interface during the applicable Retention Period. For clarity, Flock retains the exclusive right to determine and control the

method, timing, format, and medium of such access or delivery, and is not obligated to provide Customer Data in any alternative form, format, or transmission method outside of the Web Interface. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users and shall undertake reasonable efforts to ensure that all Authorized End Users comply with the applicable provisions of this Agreement.

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at **support@flocksafety.com** (such services collectively referred to as ***"Support Services"***).

2.4 **Updates to Platform.** Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or

attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and

perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Customer grants Flock a limited, non-exclusive, worldwide, royalty-free license to process Customer Generated Data, as needed, to provide, maintain, and improve the Flock Services. Flock does not claim ownership of, and will not sell, Customer Generated Data. Customer acknowledges that Flock has no obligation to monitor or enforce any intellectual property rights in such data. Flock retains sole discretion to determine the method, timing, format, and medium of access or delivery.

4.3 **Training Data.** Notwithstanding anything to the contrary in this Agreement, the City has elected to opt out of Flock's use of its Anonymized Data for the purpose of training or improving machine learning algorithms. Flock shall implement reasonable technical and administrative measures designed to exclude the City's Anonymized Data from such use as of the date of execution of this Agreement.

4.4 **Data Distribution**.
Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, "Recipient"). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock's standard retention period and hereby provides consent to such retention period.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information includes non-public information provided by Flock to City and designated as proprietary as a trade secret, as well as any non-public information provided by City to Flock regarding features, functionality, and performance of this Agreement. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the

Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, and upon written request of the City, Flock shall return to the City, destroy or erase (if recorded on an erasable storage medium) any Proprietary Information from the City in its possession, together with any copies thereof, when no longer needed for the purposes above, or upon request from the City, and in any case upon termination of the Agreement. City will return to Flock, destroy or erase (if record on an erasable storage medium) any Proprietary information from Flock in its possession after termination of this Agreement and in compliance with City requirements and state law pertaining to retention of records and destruction of public files. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not (i) directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover or recreate the source code, object code or underlying structure, ideas or algorithms of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder(ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Unauthorized Sharing.** Flock acknowledges the importance of protecting the integrity and security of Customer Data and maintains appropriate technical and organizational safeguards designed to prevent unauthorized disclosure, access, or use of Customer Data ("Unauthorized Sharing"). Flock shall comply with its Policy for Responding to Legal Demands for Customer Data (the "Customer Data Policy"), attached hereto as Exhibit "D". Flock shall not disclose, enable access to, or otherwise make available any Customer Data to any unauthorized person or entity, except: (a) where required by applicable law, regulation, subpoena, warrant, or court order, and only in accordance with the Customer Data Policy; (b) in response to an exigent or emergency request consistent with Flock's Evidence Policy and applicable law; or (c) with Customer's prior written consent. Access to Customer Data by individuals deputized or seconded to a federal task force, or by federal personnel embedded within a state or local agency, shall not constitute an Unauthorized Sharing under this Section where (i) such individuals are acting under the control, supervision, or credentials of the Customer or another

state or local agency with authorized access approved by Customer; and (ii) access to Customer Data that is initiated, authorized, or facilitated by Customer, including Customer's acceptance of a sharing request or participation in a Lookup tool via the user interface, shall likewise not constitute an Unauthorized Sharing. In the event Flock causes an Unauthorized Sharing, Flock shall pay to Customer, as a penalty, the sum of One Hundred Thousand Dollars ($100,000) per Violation. For purposes of this Section, a "Violation" means a single, discrete act or incident of unauthorized disclosure or access resulting from Flock's conduct, irrespective of the volume or number of records, cameras, or data elements involved in that same act or incident. The Parties acknowledge and agree that (i) this penalty is intended to serve as a deterrent to unauthorized sharing of Customer Data, by Flock; (ii) this Section does not apply to any disclosure made pursuant to lawful process, emergency, or regulatory compulsion, or as a result of circumvention of Flock's controls, and (iii) the penalty set forth herein constitutes Customer's sole and exclusive remedy for any such Unauthorized Sharing.

6. PAYMENT OF FEES

6.1 **Maximum Contract Amount**, **Billing and Payment of Fees**. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than sixty (60) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right. As stated in the applicable Order Form, the maximum compensation to be paid under the Order Form for the Initial 60-month Term shall be $ 4,560,478.00. Any future Order Forms must be co-terminous with the original 60-month Term.

6.2 **Notice of Changes to Fees.** In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 **Taxes.** To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net

amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required. Flock shall promptly pay when due all taxes, bill, debts permit fees and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

7. TERM AND TERMINATION

7.1 **Term.** Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. No Order Form under the Agreement may extend beyond sixty (60) months from the Effective Date, unless re-authorized in accordance with the City's procurement requirements. For the avoidance of doubt, any future Order Forms must be co-terminous with the original Order Form that reflects a 60-month Term.

7.2 **Termination.** In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. The City may terminate this Agreement if Flock or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Flock's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination. If a law, including but not limited to a license plate readers or privacy and data protection law, is enacted which the Flock Services as utilized at one or more of the Customer locations would in Flock's or Customer's good faith judgment result in violating such law and the Customer and Flock cannot, after the use of reasonable efforts, cause the Flock Services to comply with such law on or before the date such law becomes effective, then either party may, upon written notice to the other party, immediately terminate the Order Form(s) applicable to the Customer location(s) subject to such law, and (i) equitably reduce any ongoing fees, and (ii) refund any pre-paid fees corresponding to the Order Form associated with the Customer locations impacted by such.

7.2.1. Upon the City's request or upon termination, Flock shall return to the City all property placed in Flock's possession or control pursuant to this Agreement.

7.2.2. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware from City property within sixty (60) days.

7.3 **Survival**. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Applicability.** Certain provisions of this Section 8 apply only where the Customer has licensed Flock Hardware as part of the Flock Services. Where Customer purchases only software or cloud-based Flock Services, this Section 8 does not create or confer any warranty, remedy, or obligation with respect to Flock Hardware, and any language referencing Flock Hardware shall not apply.

8.2 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a **"*Defect*"**), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.3 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule attached as Exhibit F_. In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.4 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.5 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.6 **Insurance.** Flock will maintain commercial general liability policies to be provided as Exhibit B.

8.7 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR CUSTOMER DATA; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE THIRTY-SIX (36) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF FLOCK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) FLOCK'S DUTY TO INDEMNIFY THE CITY.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the

performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.**

9.3.1. Flock will be liable and responsible for any and all damages to persons or property caused by or arising out of the negligent or willful actions or omissions in the performance of the Services by Flock, its employees, agents, or other persons acting under Flock's direction or control. Flock will indemnify and hold harmless the City, as well as its elected and appointed officials current and former officers and employees, servants, volunteers, agents, attorneys, representatives, insurance carriers, and self-insurance pools ("Indemnified Parties"), from any and all liability claims, demands, actions, damages, losses, judgments, costs or expenses, including, but not limited to, reasonable attorney fees, (collectively, **"Losses"**) which may be made or brought or which may result against any of the Indemnified Parties as a result of or on account of the negligent, grossly negligent, willful and wanton, or intentional actions or omissions of or failure to observe any applicable standard of care by Flock and/or its employees, agents, or representatives or other persons acting under Flock's direction or control. The provisions set forth in this Section will survive the completion of the Services and the satisfaction, expiration or termination of this Agreement. Notwithstanding the foregoing, Flock's total liability for indemnification claims arising from regular negligence shall be subject to the limitations set forth in Section 9.1.

9.3.2. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Flock under the terms of this indemnification obligation. Flock shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

9.3.3. Flock shall indemnify, save, and hold harmless the indemnified parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including reasonable attorneys' fees and costs) incurred by the indemnified parties in relation to any claim that any Work provided by Flock under this Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Flock's obligations hereunder shall not extend to the combination of any IP Deliverables provided by Flock with any other product, system, or method, unless the other product, system, or method is (i) provided by Flock or Flock's subsidiaries or affiliates; (ii) specified by Flock to work with the IP Deliverables; (iii) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (iv) is reasonably expected to be used in combination with the IP Deliverables.

10. CITY REVOCABLE LICENSE, INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Grant of City License.** City hereby grants to Flock a non-assignable, nontransferable, revocable, and non-exclusive license giving Flock Hardware permission to be located on City owned property ("City License"), only to the extent necessary for Flock to provide the Flock Services and at locations designated by the City and documented pursuant to City-issued

permits. This City License extends to the Flock Hardware only and does not extend to any persons. All necessary access for deployment, maintenance, and repair will be according to the terms and conditions of this Agreement. To access the Flock Hardware, Flock will obtain a right-of-way permit ("ROWP") from the City's Public Works Department before accessing City owned property. Flock will obtain a ROWP for each location they need to access, the ROWP will not cover multiple locations, and the access will only cover the period of time determined in the ROWP. To access City owned property for the purposes of installing any Flock Hardware, Flock will obtain a CIP permit ("CIPP") from the City's Public Works Department before accessing City owned property. Flock will obtain a CIPP for each location they need to access, the CIPP will not cover multiple locations, and the access will only cover the period of time determined in the CIPP. When the installation of Flock Hardware includes drones, Flock will also obtain electrical and building permits from the City's Community Development Department.

Flock will not place and/or install any improvements, equipment, or Flock Hardware on City owned property without the express written consent of City, and Flock agrees that any improvements, equipment, or Flock Hardware placed on City owned property will be placed at Flock's sole expense and will remain the property of Flock. Flock is solely responsible for all maintenance and repair of any Flock Hardware located on City owned property. Flock will not obstruct the City's use of their property in any way during the term of the license period. Flock's license to locate Flock Hardware on City owned property will terminate immediately upon the termination of this Agreement, at which point Flock will have sixty (60) days to remove any improvements, equipment, or Flock Hardware from City owned property. Any improvements, equipment, or Flock Hardware not removed from City owned property within ninety (90) days of the termination of this Agreement will become the property of the City.

10.2 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may immediately cut off access to the Web Interface and remove Flock Hardware at Flock's discretion. Such actions, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.3 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the

event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location and will provide alternative options to Customer.

10.4**. Reserved.**

10.5 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule attached hereto as Exhibit F. Customer will receive prior notice and confirm approval of any such fees..

10.6 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 **Compliance with Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule attached as Exhibit F, and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will

alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not

contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.15 **Non-Appropriation**. The City is entering into this Agreement to serve the public interest of the City as determined by its governing bodies. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice. Upon such termination, the City shall not be responsible for any remaining contractual payments or other costs. This section shall not apply to a termination of this Agreement by the City for an uncured material breach of contract by the Contractor.

11.16. **ACCESSIBILITY AND ADA WEBSITE COMPLIANCE:** Flock shall comply with, and the Work provided under this Agreement shall be in compliance with, all applicable provisions of §§ 24-85-101, *et seq*., C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established pursuant to Section § 24-85-103 (2.5), C.R.S. (collectively, the “Guidelines”), to the extent required by law. Flock shall also comply with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. The City may require Flock’s compliance to be determined by a third party selected by the City to attest that Flock has performed all obligations under this

Agreement in compliance with §§ 24-85-101, *et seq*., C.R.S., and the Accessibility Standards for Individuals with a Disability as established pursuant to § 24-85-103 (2.5), C.R.S. Flock agrees to promptly respond to and resolve any instance of noncompliance regarding accessibility in a timely manner and shall remedy any noncompliant Work at no additional cost to the City. If the City reasonably determines accessibility issues exist, Flock shall provide a "roadmap" for remedying those deficiencies on a reasonable timeline to be approved by the City. Resolution of reported accessibility issue(s) that may arise shall be addressed as high priority, and failure to make satisfactory progress towards compliance with the Guidelines, as agreed to in the roadmap, shall constitute a breach of contract and be grounds for termination or non-renewal of this Agreement.

11.17 **CRIMINAL JUSTICE INFORMATION**: Flock shall comply with all applicable standards of the Criminal Justice Information Services ("CJIS") Security Policy, and all other requirements issued by the Federal Bureau of Investigation ("FBI"). Flock shall ensure that any Work provided under this Agreement protects the confidentiality, integrity, and availability of criminal justice information ("CJI") from unauthorized access, use, or disclosure. Flock shall ensure its responsibilities related to CJIS compliance are appropriately assigned and maintained and shall cooperate with any audits or inspections conducted by the City, the Colorado Bureau of Investigations, or the FBI to verify compliance with the CJIS Security Policy. Flock shall promptly report any breaches or incidents involving CJI to the City and take appropriate remedial actions. Contractors with direct access or indirect access to CJI shall handle all CJI following the CJIS Security Policy and Title 28, Code of Federal Regulations, Part 20 (relevant standards). Contractors supporting systems which provide direct access to CJI shall also follow the regulations listed in the laws, polices, and manuals incorporated into this agreement: NCIC Operating Manual, CCIC Training Manual, Interstate Identification Index / National Fingerprint File Operational and Technical Manual, and Title 28, Code of Federal Regulations, Part 23. Contractors who perform criminal justice functions and have access to CJI shall meet the same training and certification criteria required of governmental agencies performing a similar function and are subject to audit to the same extent as local agencies. Before receiving access to CJI or Federal Criminal History Record Information ("CHRI"), Flock and its individual employees must complete the attached CJIS Security Addendum certification attached hereto as Exhibit E. Flock shall maintain signed CJIS Security Addendum certification pages for its personnel and shall provide copies to the City upon request.

11.18 **LICENSES, PERMITS, AND OTHER AUTHORIZATIONS:** Flock shall secure and maintain, at its sole expense, all licenses, certifications, rights, permits, and other authorizations required to perform its obligations under this Agreement, including City ROWPs and CIPPs and the license to be on City property. This Section is a material part of this Agreement.

11.19 EXTERNAL TERMS AND CONDITIONS DISCLAIMER: Notwithstanding anything to the contrary herein, the City shall not be subject to any provision including any terms, conditions, or agreements, and links thereto, appearing on Flock's or a Subcontractor's website, forms, or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically incorporated into this Agreement.

11.20 PROHIBITED TERMS: Any term included, referenced, or hyperlinked in this Agreement that requires the City to indemnify or hold Flock harmless; requires the City to agree to binding arbitration; limits Flock's liability for damages resulting from death, bodily injury, or damage to tangible property; requires payment for any obligation where there has not been an appropriation; requires venue and jurisdiction outside of the Colorado; or seeks to modify the order of precedence, as stated in the main body of this Agreement; or that conflicts with this provision in any way shall be *void ab initio*. All contracts entered into by the City, except for certain intergovernmental agreements, shall be governed by Colorado law notwithstanding any term or condition to the contrary.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of _____, 2026.

CITY OF COMMERCE CITY

_____

Mayor

ATTEST:

_____

Stephen J. Ruger, City Clerk

APPROVED AS TO FORM:

_____

Kathryn Bostwick, Senior Asst City Attorney

FLOCK GROUP INC

_____

Signature

_____

Printed Name, Title

Flock Safety + CO - Commerce City PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Will Nobles
will.nobles@flocksafety.com
2058215424

Quote Number: Q-163309
Expiration Date: 03/08/2026

flock safety

flock safety

ORDER FORM

This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**")

Customer:	CO - Commerce City PD	Initial Term:	60 Months
Legal Entity Name:	CO - Commerce City PD		
Accounts Payable Email:	itinvoice@c3gov.com	Payment Terms:	Net 30
Address:	7887 E 60Th Ave Commerce City, Colorado 80022	Billing Frequency:	Annual
		Retention Period:	30 Days

Hardware and Software Products

Recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			
Flock Safety – Safe City			
Flock Safety - Safe City	Included	1	Included
Flock Safety Flock OS			
FlockOS Premium Solution	Included	1	Included
FlockOS Premium	Included	1	Included
Flock911	Included	1	Included
Enhanced LPR Upgrade	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	73	Included
Solar Long-Range LPR, fka Solar Falcon LR	Included	4	Included
Flock Safety Drone Hardware and Services			
Flock Aerodome DFR - M350 + Dock	Included	2	Included
Flock Aerodome DFR - Radar	Included	2	Included
Flock911 for Aerodome	Included	1	Included
Flock Safety Video Products			
Community Partnership Video Camera	Included	12	Included
Flock Safety Video Integration Gateway - 16 Streams, fka Wing	Included	12	Included
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Included	24	Included
Solar Video Camera PTZ, fka Condor	Included	35	Included
Flock Mobile Security Trailer - Subscription	Included	2	Included
Flock Safety Audio Products			

Flock Safety Gunshot Detection - 1/4mi, fka Raven	Included	1	Included
Flock Safety Gunshot Detection - 1mi, fka Raven	Included	4	Included
Flock Safety Platform Add Ons			
Flock Safety - FlockOS® - Freeform Add-On	Included	1	Included
Flock FreeForm™ - Included Integrated Video Streams	Included	1	Included
Traffic Analytics Package	Included	1	Included
Flock Nova - Customer Data	Included	1	Included
Flock Nova - OSINT Data	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Video Camera Professional Services - Standard Implementation Fee	$0.00	10	$0.00
Professional Services - Video Integration Gateway Implementation Fee	$0.00	12	$0.00
Professional Services - Flock911 Implementation Fee	$0.00	1	$0.00
Professional Services - Standard Implementation Fee	$0.00	45	$0.00
Professional Services - Existing Infrastructure Implementation Fee	$0.00	28	$0.00
Professional Services - Solar Implementation Fee	$0.00	4	$0.00
Professional Services - Existing Infrastructure Implementation Fee	$0.00	24	$0.00
Video Camera Professional Services - Standard Implementation Fee	$0.00	35	$0.00

Subtotal Year 1:	$902,095.00
Estimated Tax:	$0.00
Contract Total:	$4,510,478.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer.
The Term shall commence upon execution of the agreement.

Special Terms:

•

In accordance with the Safe City framework, all electrical installation and Network connectivity to include structured cabling and wireless services for DFR deployment are included within the standard Implementation package at no additional cost. Flock Safety will obtain any applicable permits and pay any associated fees for installation of Flock Hardware and provision of services.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	$902,095.00
At Contract Signing	
Year 2	$902,095.00
Year 3	$902,096.00
Year 4	$902,096.00

Commerce City Flock Contract and Amendments	
Year 5	$902,096.00
Contract Total	$4,510,478.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Multi Year Discount	$2,422,987.00
Flock Safety Platform	$168,560.00
Flock Safety Add-ons	$13,975.00
Flock Safety Professional Services	$80,800.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety - Safe City	Flock Safety - Safe City
FlockOS Premium Solution	FlockOS Premium Solution
Enhanced LPR Upgrade	The Enhanced LPR Package is a software add-on for any of the FlockOS™ tiers designed to help detectives and patrol officers conduct more efficient, informed, and collaborative investigations. Its advanced License Plate Recognition (LPR) features streamline investigations, providing officers with immediate access to essential information and improving communication within and across departments.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Solar Long-Range LPR, fka Solar Falcon LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Law enforcement grade live streamed PTZ camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required.
Solar Video Camera PTZ, fka Condor	Solar-powered PTZ camera with dual lenses.
Flock Mobile Security Trailer - Subscription	Mobile Security Trailer package provides the Flock technology to deter crime and capture evidence through: - Blue Deterrence Light - 2 x PTZ Video Camera - 1 360 Degree Multisensor Camera - Audio Talk Down
Traffic Analytics Package	Software platform to understand vehicle and traffic counts leveraging one of the nations largest roadway sensor network
Flock Nova - Customer Data	Flock Nova data integration and intelligence platform subscription, enabling data centralization from agency computer-aided dispatch (CAD), record management system (RMS), digital evidence management system (DEMS), and shared inter-agency networks.
Flock Nova - OSINT Data	Flock Nova data integration and intelligence platform subscription. Includes access to open source intelligence (OSINT) and shared inter-agency data.
Flock Safety Gunshot Detection - 1/4mi, fka Raven	Gunshot detection - 1/4 mile of coverage. Number of units deployed depends on geography and density of area. Gunshot detection is license by coverage area, not number of units.
Flock Safety Gunshot Detection - 1mi, fka Raven	Gunshot detection - 1 square mile of coverage. Number of units deployed depends on geography and density of area. Gunshot detection is license by coverage area, not number of units.
Flock Aerodome DFR - M350 + Dock	Drone as First Responder (DFR) 2.0 system, including hardware, software, and services. Hardware includes Matrice (M350) drone, camera, batteries, and battery-swapping dock. Software includes remote piloting, air traffic awareness, spectator view, mobile app, flight logging, mission reporting, and community engagement dashboard. Services include FAA regulatory services, SOP development, training, and ongoing support.
Flock Aerodome DFR - Radar	Drone as First Responder (DFR) 2.0 detect and avoid capabilities for operations up to 400 ft according to agreed-upon UASFM altitudes. Includes FAA regulatory services and installation.
Flock911 for Aerodome	Flock911 enables users to access live 911 calls directly within the FlockOS™ software, delivering real-time situational context that ensures faster, safer, and more efficient responses to calls for service.
Community Partnership Video Camera	Designed to enhance community safety, the Flock Community Partnership Camera is a solar-powered video camera, cellular-enabled solution provided to businesses. With an LED deterrent light, it deters crime while reinforcing collaboration between businesses and law enforcement
Flock Safety Video Integration Gateway - 16 Streams, fka Wing	Gateway - 16 streams
FlockOS Premium	FlockOS Premium provides agencies with the tools, training, and regional support needed to establish and operate a full-scale, future-ready crime operations center. It includes all features of FlockOS Plus while streamlining RTCC implementation and coordination without added complexity.
Flock911	Flock911 enables users to access live 911 calls directly within the FlockOS™ software, delivering real-time situational context that ensures faster, safer, and more efficient responses to calls for service.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Solar Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Video Camera Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Video Camera Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Video Integration Gateway	One-time Professional Services engagement to set up Wing Gateway.

Implementation Fee	
Flock Safety - FlockOS® - Freeform Add-On	AI-powered software add-on to the Flock Safety Platform that adds the ability for users to search using plain language across LPR image footage (from FreeForm-enabled devices) with built-in safeguards ensuring ethical and compliant usage.
Professional Services - Flock911 Implementation Fee	One-time Professional Services engagement to set up Flock911.
Flock FreeForm™ - Included Integrated Video Streams	Baseline allocation of FreeForm-enabled third-party video streams included with a FreeForm license.

FlockOS Features & Description

FlockOS Features	Description
Convoy Search	Unearth hidden connections by detecting suspect vehicles that frequently travel together. This tool is invaluable for investigating organized or serial crimes and identifying accomplices.
Visual Search	Transforms any digital photo into a potent investigative lead, enhancing evidence collection. Upload the image of a vehicle into FlockOS™ to initiate a reverse image search that will help you identify crucial suspect vehicle information and unlock dead-end investigations.
Multi Geo Search	Connects the dots between multiple crimes and crime scenes. Link a suspect vehicle to multiple incidents based on location, without needing a vehicle description or plate number.
Custom Hot List Attachments	The ability to add case notes, photos, reports, and other relevant case information to Custom Hot List Alerts
Custom Hot List Deconfliction	Allows Flock Safety users to identify overlapping investigations within their agency and within other law enforcement agencies and provide the contact information of opted-in parties to facilitate collaboration.
Unlimited Vehicle Description Alerts	Users can set up and receive notifications for suspect vehicles based on body type, make, color, location and timeframe. Notifications are sent via app, SMS or email when a vehicle matching the predetermined criteria passes a camera in your organization's network.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time Alerting on Flock Hardware	Receive LPR, video, and audio alerts on a single interface, providing real-time event details, locations, and nearby cameras.
Real-Time Traffic Layer	Overlay live traffic data onto your agency’s operational map, integrating it with CAD calls, body camera locations, and police vehicle positions.
Camera Direction Indicator Tool	The Camera Direction Indicator in FlockOS visually displays the viewing angles of live video and/or LPR cameras on the Flock Map.
Map Attachments	Easily managed through the Flock Admin portal, Map Attachments enables agencies to store and access key operational data for dispatchers, patrol officers, and command staff.
Custom Map Layers	Powered by ESRI, the FlockOS Map supports 3D visualizations, floor plans, GIS data layering, and allows users to upload custom map layers for a tailored mapping experience
Real-Time Routing	Promote safety by anticipating a defined area where a vehicle could be located that alerts on an LPR camera through advanced analytics.
Recent LPR Images	View recent snapshots from nearby LPRs in a map-based modal to help operators visually scan for vehicles matching a description and identify plates in real time.
Flock Aerodome Drone Location & Live Viewing	FlockOS integrates Aerodrome drones to stream live video and GPS data directly into the platform, providing real-time aerial visibility for law enforcement operations.
Computer Aided Dispatch (CAD) Connection	Seamlessly incorporates your CAD system into FlockOS™. This crucial connection ensures that calls-for-service, locations, and actionable intelligence are displayed side-by-side, driving efficient call resolutions.
Receive External CAD	View supported CAD calls for service shared by neighboring agencies, providing real-time visibility into active incidents to improve cross-jurisdictional coordination.
Automatic Vehicle Location (AVL) Connection Inside Agency	Displays real-time patrol officer locations from your agency in a unified map view by integrating Automatic Vehicle Location (AVL) data through supported product integration; with an API being provided for other vendors if specific integration is not available.
Body Worn Camera Live Location	Displays real-time patrol officer locations in a unified map view by integrating Body-Worn Camera Location (BWC) data through supported product integrations; with an API being provided for other vendors if specific integration is not available.
FirstTwo Connection	Law enforcement agencies with an existing FirstTwo account can integrate it with FlockOS to access real-time open source intelligence data, including information about residents at specific locations, details about people e.g. phone number, names, ages, to enhance situational awareness and response coordination.
Drone Integration	Access live drone video feeds, locations, and device statuses from supported products in one unified map view; with an API being provided for locations and device statuses for other vendors if specific integration is not available.
External Automatic Vehicle Location (AVL) Connection	Integrates AVL data from connected agencies, providing a centralized operational view of officer and vehicle locations to enhance interagency collaboration.

Map Based Viewing of 3rd Party Video Inside Agency	Consolidate integrated third-party cameras onto a single operational view, making it easy to locate and monitor live video feeds in real time.
Access to Live Video Outside of Agency Jurisdiction	Agencies can view live and recorded footage from neighboring agencies' cameras- whether from schools, traffic cameras, or third-party video feeds in a centralized system for cross-jurisdictional collaboration.
Video Integration with Cloud, Gateway, VMS	Agencies can access and manage video feeds from connected public and private camera systems in one secure platform via Flock's Video Integration products.
Public/Private Partnership MOU Creation	Flock Safety facilitates the legal agreements needed for public-private video sharing, ensuring compliance and reducing administrative workload for law enforcement agencies
Camera Registry Program	Access a customizable, fully-hosted camera registry website to quickly identify nearby video sources during incidents. Strengthen community ties by incorporating fixed camera feeds from local schools, businesses, and neighborhoods. The interactive map lets you spot relevant cameras so you can easily contact camera owners to assist in investigations.
Custom Community Partnership Website	The Community Partnership Website is a customized, professionally designed platform that helps businesses and residents register their cameras, access public safety resources, and actively support local law enforcement efforts.
Community Rollover Program	The Flock Safety Community Rollover Program allows law enforcement agencies to establish public-private camera partnerships with flexibility. Any unused community camera connections can be converted into Flock Safety equipment, such as LPR cameras, live video cameras, or audio detection devices, ensuring all investments contribute to public safety.
Community Partnership Support Team	The Flock Safety Community Partnership Support Team provides guidance and resources to help agencies engage local businesses and residents, build public support, and establish effective safety partnerships.
Dedicated Customer Success Manager	A dedicated Customer Success Manager serves as your agency’s primary contact, providing expert assistance to streamline deployment, maximize efficiency, and ensure long-term success with FlockOS.
Personalized Training by Flock's RT Consulting Team	Flock Safety offers onsite training and consulting led by former law enforcement professionals (one consultant for six hours) to facilitate seamless integration, enhance user proficiency, and optimize the implementation of FlockOS.
Unlimited Users	Unlimited users for FlockOS
Utilization of Flock Safety Mobile App	Increase case clearance on-the-go with real-time alerts and searchable LPR data for mobile devices via the Flock Safety Mobile App, available on Android and iOS devices.
Live Location Sharing from Flock Safety Mobile App	Live Location Sharing in the Flock Safety Mobile App allows officers to share their real-time location with dispatch and command staff through FlockOS Map, enhancing coordination and safety.

UNMANNED AIR SUPPORT AS A SERVICE (UASaaS) PROGRAM FOR DRONE RESPONSE SERVICES

WHEREAS, Customer has determined that it is in the interests of public safety for it to have the ability to utilize unmanned drones during crisis incidents, public emergencies, and in certain public safety operations, to the extent permitted by law;

WHEREAS, Flock is in the business of providing unmanned drone services (the unmanned drone services shall be considered part of the "**Flock Services**") and Flock Hardware;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Flock agree as follows:

1. UNMANNED AIR SUPPORT GENERAL TERMS OF DELIVERY

1.1 Flock Services and Hardware. Flock shall provide access to Customer the Flock Services and related Flock Hardware (the "Flock Hardware") listed on the Order Form upon the terms and conditions set forth in the Agreement. Flock maintains ownership of all the Flock Hardware. Each year, as specified in the Order Form, the Customer will be provided with a designated number of batteries. Customer may place an order for additional Flock Hardware (e.g., batteries prior to 500 complete charging cycles, hardware damaged due to Customer's error, additional spares, etc.) at Flock's then current list price, which will be made available to Customer upon request.

1.2 FAA Regulatory Waivers. Flock will assist Customer in acquiring any required Federal Aviation Administration ("FAA") regulatory waivers.

1.3 Delivery. Flock shall make the Flock Hardware available to Customer at Customer's delivery address set forth in the Order Form ("Delivery Point"). If for any reason Customer fails to accept delivery of the Flock Hardware by the date fixed pursuant to Flock's notice stating that the Flock Hardware is available at the Delivery Point: (i) Customer shall bear the risk of loss to the Flock Hardware; (ii) the Flock Hardware shall be deemed to have been delivered; and (iii) Flock, at its option, may store the Flock Hardware until collected by Customer, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Once the Flock Hardware is made available as the Delivery Point, Customer is responsible for any resulting use of the Flock Hardware by all Authorized Users and all third-parties who may gain access to the same.

1.4 Pilot Services. Upon Customer's request, Flock will make available an employee or independent contractor pilot (each a "Pilot") to Customer for purposes of operating the Flock Hardware (hereafter the "Pilot Services") at the pricing set forth in the Order Form. The Pilot Services shall be considered part of the Flock Services. When operating the Flock Hardware, the Pilot shall comply with the reasonable requests of Customer. Such Pilot Services may be used for up to forty (40) hours per week during the Term. Customer's use of the Pilot Services shall not alleviate any of Customer's obligations set forth herein. Customer shall provide Pilots with a safe working environment when on Customer's premises.

2. LOSS AND DAMAGE OF FLOCK HARDWARE

2.1 Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of, all Flock Hardware. LOSS OR DAMAGE TO THE FLOCK HARDWARE, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THE AGREEMENT. Customer's obligations with respect to this Section shall commence upon delivery of the Flock Hardware.

2.2 Customer agrees to immediately notify Flock of any accident or event of loss or damage involving the Flock Hardware. The notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or which Flock may reasonably require.

3. FEES. The Order Form dictates the Flock Hardware, software, personnel, and Flock Services and the entire Flock Services corresponding fees. Customer shall pay the Fees as described on the Order Form.

4. TERM. The term of this Agreement commences on the Effective Date of this Agreement and continues until terminated as provided under this Agreement (the "**Term**"). Each Order Form shall commence and expire and/or terminate according to the terms set forth in such Order Form. On expiration or termination of the Agreement, all licenses provided hereunder by Flock shall immediately expire.

5. FLOCK DRONE IP. Customer Data does not include, and Flock Drone IP (defined herein) expressly includes, any data to the extent processed by, resulting as an output of, or based on the usage of, the Flock Services, Flock Hardware, including, without limitation, data collected by Flock's radar and radio frequency sensors. Such Flock Drone IP shall be Flock's Confidential Information. Flock shall own all rights to (i) any data input into the Flock Services, Flock Hardware by or on behalf of Flock (not including any Customer Data) and (ii) any aggregated extracted or derived from the Flock Services, or use of the Flock Hardware, including all aggregated and anonymized usage data, statistical data, transactional data, metadata, market data, flight logs and flight history, telemetry data and logs, fleet information including drone serial numbers and models, connected device information including radar data concerning the surrounding airspace, and other aggregated and anonymized data collected from user data and files (collectively, "**Flock Drone IP**"). Without limiting the generality of the foregoing, Flock reserves the right to create and market public indexes, analysis or insights created from such data. Customer agrees that it will not share, sell, transfer, or make available any Flock Drone IP to any third party without the prior express written consent of Flock.

SCHEDULE A

SERVICES

Flock makes no warranties regarding the efficacy of the training detailed below.

1. AIRWORTHINESS TRAINING

Flock will make commercially reasonable efforts to provide training for the Customer to maintain the airworthiness of its drones, including compliance-related trainings.

Customer shall be responsible for ensuring that all crew, including pilot in command, visual observer, sensor or payload operator, or other persons necessary for the safe operation of the flight have the qualifications, experience, licenses, and certificates required by applicable FAA regulations and that all have the necessary skill required to perform their duties. After completion of training, Customer will be responsible for maintaining the airworthiness of drones to which Customer is responsible and the ensuring that the respective operations are in line with all applicable laws and regulations.

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

2. FLIGHT TRAINING

Flock will assist the Customer in obtaining FAA BVLOS waivers and train the Customer on compliance matters related to such waivers. Flock will start with one deployment location at a time, and work up to the agreed upon number of deployment locations for all UAS. As part of the BVLOS process, Flock will provide training materials to the Customer to certify all employees of the Customers selected as Visual Observers ("**VOs**") to help aid in BVLOS operations.

Flock will provide training to officers on how to utilize the Flock IP. This will consist of:

- Showing how to access Flock on their respective internet devices
- Showing how to view a live stream through the application
- Showing how to control the drone using the application
- Showing how to report problems if they come across them on the application

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

3. FLOCK HARDWARE TRAINING

There will also be training for the Customer to use the Flock Hardware. This training will consist of:

- Discussing maintenance list for the drone, and how to maintain airworthiness
- Teaching how to fly the drone autonomously using the Flock IP
- Teaching how to fly the drone manually using the remote controller

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

4. DEPLOYMENT SUPPORT

Flock will teach the Customer how to dispatch the Flock Hardware using the software for 911 calls.

Only personnel authorized by Customer may have access to the livestream from the drone. They will also be taught on how to use Flock's software to view said stream on any internet-connected device.

Authorized personnel may have access to the Flock IP, which can convey the current status of the drone, and how to tell the drone to conduct additional maneuvers if needed.

All operations must be conducted by a Pilot in Command ("**PIC**"), who is an FAA-certified pilot. Customer will provide the PICs needed to sustain this program.

Flock will assist in drafting a Standard Operating Procedure ("**SOP**") as well as department policies regarding access, deployments, privacy, and community engagement.

Flock will ensure correct implementation of each Flock station and its included Flock Hardware which may or may not include the aircraft, on-prem servers, charging dock installations, radars, and more.

SCHEDULE B

SPECIFICATIONS

Customer must abide by the following standards:

Operational:

- Per FAA regulations, and without the necessary waiver, a minimum of one pilot is required to operate each drone.
- Work with Flock to get BVLOS waivers for the city to fully use Flock's product and services.
- Train members of the city to be VOs so that the Customer can have FAA-compliant and safe BVLOS operations (Flock will provide training material if needed).
- If Customer wants to connect Flock's software to their Computer Aided Dispatch ("**CAD**") system, Customer will provide access to said CAD system at no cost to Flock to location information and other pertinent information about calls-for-service as they are placed.
- Flock will provide their Flock software interface to command the Flock Hardware. Customer must independently access and store any personal information about calls-for-services other than their location and the type of response (police, fire, or EMS) they prompted.

Customer shall be responsible to integrate with CAD software to pull location information and call type information of every call-for-service that the Customer decides the drone should be deployed to, so long as there are no monetary charges to Flock for said integration.

TRAILER AS A SERVICE PROGRAM FOR FLOCK SAFETY MOBILE SECURITY TRAILERS

WHEREAS, Customer has an interest in employing a public safety device to assist with deterring criminal activity and to assist with certain public safety investigations, to the extent permitted by law;

WHEREAS, Flock Safety offers a mobile security deterrence package to be considered part of the ("**Flock Services**");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Flock agree as follows:

1. GENERAL TERMS OF DELIVERY AND SERVICE.

1.1 Mobile Security Trailer Deterrence Package. By executing this document, the Customer hereby agrees to utilize a mobile security trailer deterrence package, an infrastructure-free public safety solution designed to provide a public safety presence to deter crime while capturing evidence for potential criminal investigation **("Flock Safety Mobile Security Trailer")**. The Flock Safety Mobile Security Trailer shall include certain agreed-upon trailer hardware ("**Trailer Hardware**"), integrated Flock Hardware, and other key features as listed and agreed upon in the Order Form including access to the FlockOS® software.

1.2 Delivery. The delivery of the Flock Safety Mobile Security Trailer shall be made at the location as specified in the relevant sales order or as otherwise agreed upon in writing by the Parties. **("Delivery Point")**. Delivery of the Flock Safety Mobile Security Trailer to the agreed-upon Delivery Point shall be entirely at Flock's (as defined below) risk and expense. The sales order shall include the shipping terms, all required business information of the Customer, the shipping address, and if applicable, the shipment address of the certificate of origin related to an order **("Sales Order")**. If for any reason the Customer fails to accept delivery of the Flock Safety Mobile Security Trailer in accordance with the terms provided in the Sales Order, or if delivery of the Flock Safety Mobile Security Trailer cannot be completed at the Delivery Point within a reasonable time after the delivery date owing to any act or omission of Customer or its representatives, including without limitation the failure to provide appropriate instructions, documents, or authorizations: (i) Customer shall bear the risk of loss to the Flock Safety Mobile Security Trailer; and (ii) the Flock Safety Mobile Security Trailer shall be deemed to have been delivered. Once the Flock Safety Mobile Security Trailer is made available at the Delivery Point, Customer is responsible for any resulting use of the Flock Safety Mobile Security Trailer by all Authorized Users and all third parties who may gain access to the same. In the event that Customer disassembles the Flock Safety Mobile Security Trailer for any reason, Flock shall bear no responsibility for reassembly.

1.3 Trailer Hardware. The Parties hereby acknowledge and agree that: **A)** Flock Safety expressly disclaims any implied warranty as to the fitness for a particular purpose and any other warranties, implied or otherwise, related to the Trailer Hardware; **B)** Flock Safety shall maintain full ownership of the Trailer Hardware and the Trailer Hardware shall be subject to the terms and conditions set forth in the Agreement; and **C)** The Customer shall be responsible for providing Flock Safety with prompt written notice requesting warranty claim support within a commercially reasonable amount of time from when the Customer has actual or constructive knowledge of the need for support and/or maintenance; **D)** Customer agrees to immediately notify Flock Safety of any accident or event of loss or damage involving the Trailer Hardware; and **E)** any such notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or information which Flock may reasonably require.

1.4 Flock Hardware. The Parties hereby agree and acknowledge that: **A)** Flock Safety Hardware as listed and agreed upon under the Order Form shall be subject to the terms and conditions set forth in the Agreement; **B)** Flock Safety maintains ownership of all the Flock Hardware; **C)** Flock Safety shall be fully responsible for supporting the hardware and software components related to the Flock Hardware including but not limited to

troubleshooting, warranty claim support, and other related or corresponding activities as set forth in the Agreement; **D)** Customer agrees to immediately notify Flock Safety of any accident or event of loss or damage involving the Flock Hardware; and **E)** any such notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or information which Flock may reasonably require.

1.5 Risk of Loss. Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of, all Flock Hardware. LOSS OR DAMAGE TO THE FLOCK HARDWARE, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THE AGREEMENT. Customer's obligations with respect to this Section shall commence upon delivery of the Flock Safety Mobile Security Trailer.

2. FLOCK SAFETY FEES. The Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form.

3. TERM. Unless otherwise indicated on the Order Form, the term of this Addendum shall be deemed to have commenced as of the Effective Date of the Agreement and shall continue until terminated as provided under the Agreement **(**the **"Term")**.

SAFE CITY PROGRAM ADDENDUM

This SAFE CITY PROGRAM ADDENDUM ("Addendum") is attached to the Order Form between Flock and Customer. This Addendum supplements the Order Form solely as described herein, and all other terms of the Agreement remain unchanged and in full force and effect.

WHEREAS, Customer recognizes the need for a long-term, stable partnership with a trusted public safety technology provider to ensure uninterrupted access to critical tools, support, and innovation, and desires to secure pricing predictability and ongoing system updates by entering into a long term agreement with Flock to enhance public safety and operational effectiveness;

WHEREAS, Flock is an established provider of public safety technology and services, with the expertise, infrastructure, and commitment to deliver and maintain the Flock Services and Flock Hardware for the full term of the Agreement, ensuring consistent innovation, support, and reliability over the duration of this long-term partnership;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Flock agree as follows:

1. **CAPITALIZATION.** Any capitalized terms used in this Addendum will have the same meaning as in the Agreement, unless expressly defined otherwise.

2. **DISCOUNT REIMBURSEMENT UPON EARLY TERMINATION**. All discounts reflected in this Order Form are expressly conditioned on Customer's commitment to the full Term. In the event of termination under Section 11.15 (Non-Appropriation), Customer shall reimburse Flock for any discounts applied from the Effective Date of this Agreement through the effective date of termination. The reimbursement amount will be calculated as the difference between the cumulative Average Annual Recurring Value (AARV) and the cumulative discounted annual amounts paid or due during that period. AARV is defined as the total contract value divided by the number of contracted years.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement. . As well as the Prepared911 Terms and Conditions, attached as Exhibit G hereto.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: CO - Commerce City PD**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock’s Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Workers Compensation** insurance in accordance with statutory limits;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars ($5,000,000).

CERTIFICATE OF LIABILITY INSURANCE

DATE (
10/23/

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH RISK & INSURANCE SERVICES
FOUR EMBARCADERO CENTER, SUITE 1100
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94111

CN134017657--GAUWE-25-26

CONTACT NAME: Antonia Rovai
PHONE (A/C, No, Ext): 415-743-8059 **FAX (A/C, No):** 415-743-8080
E-MAIL ADDRESS: Antonia.rovai@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley National Insurance Company	38911
INSURER B : Federal Insurance Company	20281
INSURER C : Homeland Insurance Company Of New York	34452
INSURER D : QBE SPECIALTY INSURANCE COMPANY	11515
INSURER E : Vantage Risk Specialty Insurance Company	
INSURER F : QBE Underwriting Ltd, Syndicate 5555	

INSURED
Flock Group Inc
DBA Flock Safety
1170 Howell Mill Rd NW
Atlanta, GA 30318

COVERAGES **CERTIFICATE NUMBER:** SEA-003980279-18 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:			VGL 9750843-10	10/23/2025	10/23/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			73655885	10/23/2025	10/23/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D E F	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			140010841 (Primary $3M) P03XC0000093270 ($3.5M p/o $7M) B0509MPSPB2504930 ($3.5M p/o $7M)	10/23/2025 10/23/2025 10/23/2025	10/23/2026 10/23/2026 10/23/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71845256	10/23/2025	10/23/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Errors & Omissions/ Cyber			730000029-0001 SIR: $100,000	08/23/2025	08/23/2026	Limit:	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of insurance.

CERTIFICATE HOLDER

Flock Group
DBA Flock Safety
1170 Howell Mill Rd NW
Atlanta, GA 30318

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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Service Level Agreement

This Service level Agreement (SLA) is a policy governing the use of the Flock Safety Software Solution.

Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests as per this Service Level Agreement. Flock will provide Customer with reasonable technical and on-site support and maintenance services in person, via phone or by email at support@flocksafety.com

Definitions.

a. "Business Day'' means Monday through Friday.
b. "Downtime" are periods of time, measured in minutes, in which the Service Offering is Unavailable to the Customer. Downtime does not include Scheduled Downtime and does not include Unavailability of the Service Offering due to limitations described in Exclusions.
c. "Incident" a period of time in which the Customer experiences Downtime.
d. "Maximum Available Minutes" is the total accumulated minutes during a Service Month for the Service Offering.
e. "Monthly Uptime Percentage" is (Maximum Available Minutes - Downtime)/ Maximum Available Minutes * 100.
f. "Scheduled Downtime" are periods of time, measured in minutes, in which the Service Offering is unavailable to the Customer and in which the period of time falls within scheduled routine maintenance or planned maintenance timeframes.
g. "Service Month" is a calendar month at Coordinated Universal Time (UTC).
h. "Unavailable" and "Unavailability'' is when the Service Offering does not allow customer usage of the system or degraded use of the system.

2. **Service Level Objective.** Flock will use commercially reasonable efforts to make the Service Offerings available 99.99% of the time.

3. **Guaranteed Service Level and Credits.** If Flock fails to make the Service Offering available to the defined Monthly Uptime Percentage availability levels, the Customer may be entitled to Service Credits. Service Credits are awarded as days of Service Offering usage added to the end of the Service Offerings subscription term at no charge to the Customer.

Monthly Uptime Percentage	Service Credit in Days
Monthly Uptime Percentage Less than 99.99%	7
Monthly Uptime Percentage Less than 99.0%	14

4. **Requesting Service Credits.** In order for Flock Safety to consider a claim for Service Credits, the Customer must submit the claim to Flock Safety's customer support, including all information necessary for Flock Safety to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Incident; (iii) the number and location(s) of affected users (if applicable).

a. Flock Safety must receive the claim within 90 days of the end of the month in which the Incident that is the subject of the claim occurred.

b. Flock Safety will evaluate all information reasonably available to Flock Safety and make a good faith determination of whether a Service Credit is owed. Flock Safety will use commercially reasonable efforts to process claims during the subsequent month and within 30 days of receipt.
c. Flock Safety will monitor and report monthly to the customer on their software platform availability. Flock Safety will provide a full root cause analysis document to the customer within 1 week of an outage.

5. **Service Maintenance**. Maintenance will take place according to Flock Safety's prevailing Maintenance Schedule, which may be found on the Flock Safety's public website. Periods may periodically result in the Service Offerings being unavailable to the Customer. Downtime falling within Scheduled Routine or Planned maintenance is Scheduled Downtime and is not eligible for Service Credits. Emergency maintenance may have less than a 24-hour notification period. Emergency maintenance may be performed at any time, with or without notice as deemed necessary by Flock Safety. Emergency maintenance falling outside Scheduled Routine or Planned maintenance is eligible for Service Credits.

6. **Exclusions.** The Service Commitment does not apply to any unavailability, suspension or termination of the Service Offerings, or any other performance issues: a) that result from any actions or inactions of the Customer; b) that result from Customer equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Flock Safety's direct control); c) that result from any maintenance as provided for pursuant to this SLA.

7. **After-Hours Emergency Support.** Flock Safety Help Desk personnel are available via phone for Severity 1 incidents 24x7x365.

8. **Response Times.**
   a. Flock Safety will provide a customer portal, email address and phone number to submit tickets. This portal will also include a knowledge base system. Flock Safety Help Desk personnel are available via phone at least Monday-Friday 8am-5pm MST.

Issue Classification	Description	Targeted Response Time	Targeted Resolution Time
Severity 1	Business critical function is down Material impact to Customer's business No workaround exists	Within 1 hour	Less than 8 hours

Severity 2	Business critical function is impaired or degraded There are time-sensitive issues that materially impact ongoing production Workaround exists, but it is only temporary	1 Business Day	Less than 40 hours
Severity 3	Non-critical function down or impaired Does not have significant current production impact Performance is degraded	3 Business Days	Less than 80 hours

Resolution time is a target but may not be possible with all reported issues depending on circumstances.

9. **Disaster Recovery/Backups.** Flock Safety will administer system and data backups that include hourly, daily, monthly and quarterly backups. These will be retained for at least 30 days. The Customer retains rights to all Customer Content and user data contained in the backups in accordance with this Agreement. The Service Offerings will alert the Customer Administrator(s) of upcoming scheduled deletions within the system and the Customer Administrator(s) may delay deletion. Flock Safety will have customer data/system being replicated to a geographically dispersed hot datacenter on at least an hourly basis. Flock Safety datacenters will be setup with commercial grade datacenter redundancies including Internet Service Provider's, Power Supplies, Host/Storage Clustering and Power Generators.

10. **Data Security.** Flock Safety platform will meet industry standard security protocols/standards including NIST, SOC and CJIS (If CJIS data is stored in the system) including 24x7x365 security alerting and monitoring. Flock Safety will report any security breaches to customer within 1 hour of learning of the breach and provide a full report within 1 week of the breach.

    a. Flock Safety will notify the City of changes to the Flock Safety security standards and compliance reports located here
    b. Flock safety will not use or share Commerce City data for the use of AI training or other data modeling.
    c. In no event will Commerce city data be shared, transferred, stored or maintained

outside of the continental US.

d. Flock Safety will remove all onboard data storage before sending any used hardware to third parties for support, replacement, repairs or disposal. This storage will be destroyed in accordance with CJIS standards (Criminal Justice Information Services Security Policy version 6.0, section 5, MEDIA PROTECTION, MP-6 Media Sanitization).
e. Flock safety will provide the City with information on the systems and classification standards that Flock Safety utilizes to determine which data contained in video, audio, text, or other file types is CJIS data in accordance with the definitions published in Criminal Justice Information Services Security Policy version 6.0, section 4 CRIMINAL JUSTICE INFORMATION AND PERSONALLY IDENTIFIABLE INFORMATION.

11. **Access and anomalous activity detection.** Flock Safety will provide Commerce City with an access and anomalous activity detection audit tool to securely monitor all access and activities in the FlockOS system. This will include the ability to audit all licensed agency user activity, Flock Safety user activity and administrative access users and report on any unauthorized or unusual activity.

12. **Authentication.** Flock Safety will integrate with the City's existing Azure Active Directory SSO platform. A galleried app registration with Microsoft is preferred but a custom integration with Azure AD using SAML is allowed. Any Flock Safety local user accounts must meet the City password policy requirements.

13. **SCIM Integration.** Flock Safety must implement SCIM 2.0 protocol for identity lifecycle management.
    a. The API shall support standard SCIM endpoints for:
        i. User Management: Create, update, deactivate, and delete user accounts.
        ii. Group Management: Assign and remove users from groups.
    b. Availability & Performance:
        i. SCIM API shall be available 99.9% uptime during any calendar month.
        ii. API response time for provisioning requests shall not exceed 2 seconds for 95% of transactions.
    c. Security & Compliance:
        i. All SCIM transactions must use HTTPS with TLS 1.2 or higher.
        ii. Authentication shall be via OAuth 2.0 bearer tokens or equivalent secure method.
        iii. Flock Safety shall comply with applicable data protection regulations (e.g., NIST).
    d. Error Handling & Logging:
        i. API must return appropriate HTTP status codes and error messages for failed operations.
        ii. Flock Safety shall maintain logs of SCIM operations for at least 90 days for audit purposes.
    e. Support & Maintenance:
        i. Flock Safety shall provide documentation for SCIM integration, including

schema, endpoints, and troubleshooting steps.

ii. Any SCIM-related incidents must be acknowledged within 1 hour and resolved within 4 hours for critical issues.

14. **System Administration Account Management.** Flock Safety will adhere to NIST 800-63-4 standards for system administration account management. If NIST 800-630-4 standards cannot be met, NIST 800-53 may be employed with prior agreement from the City.

    a. If an administrative or service account is compromised in any way, this shall be considered a security breach and be reported to the City in accordance with section 10. Data Security.

Flock Safety Policy for Responding to Legal Demands for Customer Data

Overview

Flock Safety is committed to honoring our contractual obligations to our customers to protect the integrity and privacy of customer data, in compliance with all federal and state laws.

When Flock is confronted with requests for information, Flock always:

- analyzes the source of the request, the context, and legality;
- notifies and works with the affected customer, when allowed by law; and
- responds when a court orders Flock to provide data.

Methods of Service

As a threshold matter, Flock will analyze if the requesting party properly served Flock with legal process. Flock has established protocols in our Evidence Policy by which we will accept legal process from law enforcement; all other entities must comply with traditional methods to effectuate legal service of process in order to compel a response from Flock.

Preservation

If Flock determines that it has been properly served with legal process, Flock will evaluate whether to place a temporary hold to preserve the requested data while it performs the process outlined below.

Notification

In strict adherence to Flock's Privacy Policy, we will use reasonable efforts to provide notice to the customer(s) whose data is the subject of the legal demand ("affected customer") when legal demands are received, unless we are explicitly prohibited from doing so by law. Flock

will notify customers when any such data is sought in response to required disclosures from government, law enforcement, or third parties. Notice may be reasonably withheld if prohibited by law or if Flock believes that such notice may pose immediate risk of serious injury or death to a member of the public.

Process

Court Ordered Demands

Flock will convey to the requesting agency that data is owned exclusively by the affected customer and will request that the legal process be redirected to the affected customer.

Flock's policy is to respond to compulsory legal demands that Flock determines, in good faith, are not overbroad and appear relevant to a legitimate purpose.

Flock carefully reviews all submissions to ensure that there is a valid legal basis for each request. If any request is considered to be unclear, inappropriate, over-broad, or without legal basis, Flock reserves the right to challenge or reject such request.

Compulsory Process - Customer and Flock Object

Should Flock—or when able to be notified, Flock jointly with the affected customer—have a good-faith legal objection to a properly served compulsory legal demand, Flock may initiate formal judicial review. Flock will comply with any final judicial decision.

Compulsory Process - Only Customer Objects

Once Flock communicates the request and coordinates with the affected customer, should the affected customer and Flock disagree about the legality of a properly served compulsory legal demand, the affected customer—without the assistance of Flock—may pursue any legal remedy to challenge the legal demand. Flock will comply with any judicial stay or order in proceedings initiated by the affected customer. Flock will comply with any final judicial decision.

In the absence of a timely request for judicial intervention by the affected customer, Flock will comply with the compulsory legal demand as specified in the legal demand and/or in compliance with state and federal law, if the terms of compliance are not specified.

Legal Requests

Upon receipt of a non-compulsory legal demand or an administrative subpoena—unless prohibited by law—Flock will inform the affected customer. Flock will convey to the requesting agency that data is owned exclusively by the affected customer and will request that the legal process be redirected to the affected customer. In consultation with counsel for the affected customer, Flock will decide whether to comply with the request or if there is a good faith reason for non-compliance.

Non-Compulsory Process - Customer Does Not Object

Once Flock communicates the request and coordinates with the affected customer, should the affected customer determine that it does not have an objection to compliance with the agency's request, Flock will notify the requesting agency so that the requesting agency may seek the requested data directly from the affected customer. The affected customer can provide the requesting agency with the responsive documents.

Non-Compulsory Process - Customer and Flock Object

Once Flock communicates the request and coordinates with the affected customer, should Flock and the affected customer jointly decide not to comply with the request without judicial enforcement, Flock will notify the requesting agency in writing of that determination. If the agency responds with a compulsory legal demand, Flock will follow the policy for compulsory legal demands as outlined above.

Emergencies and Exigent Requests

Flock reserves the right to respond immediately to urgent law enforcement requests for information as outlined in our Evidence Policy. Flock notifies a customer after disclosing data in response to an emergency request except in certain circumstances, such as when Flock is prohibited from doing so by law.

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee Date

Printed Name/Signature of Contractor Representative Date

Organization and Title of Contractor Representative

Reinstall Fee Schedule

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan ("Reinstalls") driven by a Customer's request will incur a fee per the table below.

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed), and include labor and materials. If you have any questions, please email **support@flocksafety.com**

Professional Services Schedule:

Initial Camera Installation

- Existing Infrastructure | **$150**
- Standard Install | **$650**
- Advanced Install | **$1,250**

Camera Relocations

- LPR camera relocation, existing pole | **$350**
- LPR camera relocation, Flock pole | **$750**
- LPR camera relocation, advanced pole | **$2,000**
- Video camera relocation, existing pole | **$750**
- Video camerarelocation, existing pole, and AC hookup by Flock **| $1,500**

Equipment Replacements

- Camera replacement as a result of vandalism, theft, or damage | **$800**
- Flock pole replacement as a result of vandalism, theft, or damage | **$500**
- Advanced pole replacement as a result of vandalism, theft, or damage | **$2,000**
- Technician visit for any other reason not listed above | **$350**
- Solar panel replacement as a result of vandalism, theft, or damage | **$350**

Flock Safety Flex™ LPR Replacements

- Replacement Camera | **$800**
- Replacement Battery | **$750**
- Replacement Solar Panel | **$500**
- Replacement DC Power Kit | **$150**
- Replacement AC Power Kit | **$150**
- Replacement Cable(s) | **$50**

Flock Safety

Company
Privacy & Ethics
Pricing
Careers
Legal
Suppliers

Newsroom
Press

Support
FAQs
Contact
Call Us: 1-866-901-1781
Developer Portal
Accessibility Statement
Accessibility Plan
Sign In

© 2026 Flock Safety. All Rights Reserved.
Terms of Service
Privacy Policy
LPR Policy
Do Not Sell My Personal Information

Standard Terms and Conditions for the Prepared™ Communications Service

These standard terms and conditions as set forth in this document (the "**Standard Terms**") shall apply to and govern any Order placed by a Client (as identified in such Order) for a subscription to the Prepared™ Communications Service from Invictus Apps, Inc., a Delaware corporation, ("**Invictus**"), to which these Standard Terms are attached or in which they are specifically referenced and which is signed by both Invictus and the Client. Placing the Order with Invictus constitutes Client's agreement to the Standard Terms set forth herein, as such Standard Terms may have been updated through the date of such Order.

Any different or additional terms in any purchase order (that is not an Order or Appendices or Exhibits attached thereto), proposal, offer, or other writing from Client to Invictus shall be deemed a material alteration of these Standard Terms and are hereby expressly objected to and rejected and shall be of no force or effect. Invictus' failure to object to any different or additional terms and conditions from Client will neither be construed as Invictus' acceptance of such terms and conditions nor a waiver of these Standard Terms or the terms and conditions set forth in the Order. Commencement of performance shall not be construed as acceptance of any of Client's terms and conditions which are different from or in addition to those contained in these Standard Terms or the terms and conditions set forth in the Order. Course of performance or usage of trade shall not be applied to modify these Standard Terms or the terms and conditions of any Order. Invictus' offer to provide the Service is expressly conditioned upon Client's acceptance of these Standard Terms.

In consideration of the mutual promises and covenants contained in the Agreement and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Certain Definitions. In addition to the capitalized terms defined above and elsewhere in this Agreement, the following capitalized terms as used in this Agreement shall have the meaning set forth below:

"**Access Credentials**" shall mean any username, identification number, password, license or security key, token, PIN or other code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access the Prepared Platform.

"**Agreement**" shall mean the written agreement entered into by Client and Invictus and comprised of (i) the Order executed by both parties, (ii) these Standard Terms, (iii) the Exhibits and other Appendices to the Order, each as attached to and/or specifically referenced in the Order, and (iv) all other documents incorporated in the Order or in these Standard Terms by reference.

"**API**" shall mean a software or application programming interface made available by Invictus or a Third Party Application authorized by Invictus in connection with the Service, including the associated technical and administrative specifications, standards, requirements, procedures and communication protocols provided by Invictus, to allow a computer server to interface with another computer or server or to process a data file in an automated fashion. All APIs provided or made available by Invictus are part of the Prepared Platform.

"**Business Day**" shall mean any day that is not a Saturday or Sunday or a Federal holiday in the United States of America.

"**Caller**" shall mean a caller who contacts a Telecommunicator of Client.

"**Caller Data**" shall mean (i) the data, including text, video, audio, image, and location data, regardless of form or media, that are submitted or transmitted by a Caller or Caller's Mobile Device to Invictus from such Caller or Caller's Mobile Device during the Term of this Agreement, and (ii) any data resulting from the transcription, translation, synthesis or interpretation of the data and Authorized User inputs and commands, by the Service, the Prepared Platform or the Caller Platform Extension.

"**Caller Platform Extension**" shall mean the proprietary web-based software application of Invictus, including its functionalities, features, services, data, design, graphics, images, text, graphical user interfaces, and all other content, which Invictus makes available to Callers for use in connection with the Service.

"**Client Data**" shall mean (i) the data and related information that are submitted by Client to Invictus or the Prepared Platform, for creating and managing User accounts and providing access to Authorized Users and other Users of the Service, including to authorize or validate access to or use of the Prepared Platform and to establish the level of privileges and use rights associated with the Prepared Platform or the Service, (ii) the information and data about a Caller submitted by an Authorized User of Client to Invictus or the Prepared Platform, including without limitation any mobile phone number and other contact information of a Caller, (iii) any communications sent by Client's Authorized Users to a Caller via the Prepared Platform, including the Call-Taker Console, and/or the Caller Platform Extension, and (iv) the data, including text and audio, that are transmitted between Responders and Telecommunicators and made available to Invictus during the Term of this Agreement, including any data resulting from the transcription, translation, synthesis or interpretation of that data.

"**Client Systems**" shall mean the information technology infrastructure and networks of Client, whether operated directly by Client or through the use of Third Party services or resources.

"**Cloud Server**" shall mean a server or multiple connected servers, owned, controlled, operated or maintained by a Third Party, such as Amazon Web Services, Microsoft Azure or Google Cloud Platform, which is part of the Prepared Platform, and which host software, data or technology proprietary to Invictus or licensed by Invictus or any Client Data.

"**Defective Client Data**" shall mean any file submitted by Client that is defective, corrupt, unreadable or incomplete or any data or file(s) or that do(es) not comply with the specifications or requirements provided by Invictus for Client Data or that contains incorrect data or information with respect to any User, including information regarding a User's level of privileges or use rights that is inconsistent with the Services ordered by Client.

"**Effective Date**" shall mean the date of implementation of the Service, as set forth in the Order.

"**Responder**" shall mean a licensed medical services provider, law enforcement officer, firefighter, volunteer firefighter or officer of a fire company, emergency medical technician, emergency nurse, ambulance operator, provider of civil defense services, or any privately employed or contracted personnel with response-related duties.

"**Force Majeure Event**" shall mean any act of God, fire, flood, explosion, war, strikes, or other concerted work stoppages of labor, inability to obtain raw material, equipment or transportation breakage or failure of equipment or apparatus, or loss of any necessary utility or interruption of power or communications sources or connections, failures in or affecting the performance,

use, or availability of the Internet, associated intranets, or cloud computing platforms, any failure affecting the performance, use or availability or data transmission via cellular or wireless means, any Harmful Code released by a Third Party, any denial of service attacks, the terrorist, illegal, malicious, wanton, or capricious acts of a Third Party, changes or modifications in international, national, or industry standards or protocols, or the existence of or governmental action or court order or changes in laws prohibiting or imposing criminal penalties or civil liability for performance hereunder.

"**Harmful Code**" shall mean software or other technology, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede, any computer, software, database, system or network.

"**Hours of Coverage**" shall mean the period of time between 8:00 a.m. and 6:00 p.m. (East Coast Time) Monday – Friday, except for any Federal holiday.

"**Intellectual Property Rights**" shall mean any and all registered and unregistered rights granted, applied for or otherwise, now or hereafter in existence under or related to any utility and design patent, copyright, trademark, trade secret, database right, database protection or other intellectual property rights, and all similar or equivalent rights or forms of protection, including without limitation under any license, and all associated rights of priority in any part of the world.

"**Initial Subscription Period**" shall mean (i) a period of twelve (12) consecutive months from the Effective Date or (ii) such other period set forth in the Order.

"**Invictus Marks**" shall mean the trademarks and trade names and logos of Invictus, including the Prepared word mark and the Prepared logo as set forth on the top of this Agreement.

"**Mobile Device**" shall mean (i) a smartphone made by Apple Inc. and running the iOS operating system made available by Apple Inc. or (ii) a smartphone made available by another hardware manufacturer that runs the Android operating system made available by Google Inc.

"**Order**" shall mean such written order for the Prepared™ Communications Service as specified in such order, which order has been executed by Client and Invictus in writing, and incorporates these Standard Terms by reference.

"**Person**" shall mean an individual, sole proprietorship, partnership, limited partnership, corporation, limited liability company, stock company, trust, unincorporated association, government agency, or other similar entity or organization.

"**Prepared Platform**" shall mean the software, cloud-based information technology platform, including without limitation, the Call-Taker Console, servers operated by Invictus and Cloud Servers, and computer code, software, technologies, processes, methods, algorithms, and data and content, including protocols, processes, workflows, and workflow engines (e.g., steps, logic, and functionality for implementation of out-of-the for implementation of out-of-the-box and custom business processes), rules engines and integration code, proprietary to Invictus or Third Party Applications licensed from Third Parties, and Prepared Platform Extensions that are used by Invictus in performing the Service.

"**Prepared Platform Extension**" shall mean a web-based or Mobile Device-installed software application of Invictus, including its functionalities, features, services, data, design, graphics, images, text, graphical user interfaces, and all other content, that Invictus makes available to Users of Client that are Responders of Client for use with the Service if the Client has subscribed to the applicable Service.

"**Permitted Uses**" shall be limited to the following uses of the Service: (i) requesting, initiating, and managing the transmission of Caller Data from a Caller to the Prepared Platform that are transmitted by such Caller via a Caller Platform Extension and stored on the Prepared Platform for viewing of such Caller Data by Client's Authorized Users on a web-based or computer installed graphical user interface and software dashboard made available to Telecommunicators; (ii) if Client has subscribed to the applicable Service, managing and transmitting such Caller Data to Authorized Users that are Responders as part of the Prepared Platform ("**Call-Taker Console**"), and transmitting and managing communications with a Caller from and to such Call-Taker Console, and, if applicable, from and to Prepared Platform Extensions that Invictus makes available to Authorized Users of Client, as part of the Prepared Platform; (iii) if Client has subscribed to the applicable Service, managing, transmitting, transcribing, translating, synthesizing, interpreting, analyzing, and quality assuring Caller Data and Authorized User inputs and commands using artificial intelligence, large language models and other analytics tools; and (iv) any other additional products or services furnished by Invictus, including any integration with any other service, to which Client has subscribed pursuant to an Order and the terms and conditions of this Agreement. For the avoidance of doubt, "Service" shall also include, as applicable, any Prepared Platform Extension or Caller Platform Extension to which the Client has subscribed.

"**Telecommunicator**" shall mean a call taker, dispatcher, or similar operator in an emergency dispatch office, such as a public-safety answering point (PSAP), security operations center, real-time crime center, fusion center, or similar entity, operated by or on behalf of Client.

"**Service**" shall mean Invictus' proprietary Prepared™ Communications Service and any necessary hardware or other equipment that Invictus generally makes available to Client pursuant to one or more Orders, which allows Authorized Users of Client to perform the following functions: (i) requesting, initiating, and managing the transmission of Caller Data from a Caller to the Prepared Platform regarding an incident that are transmitted by such Caller via a Caller Platform Extension and stored on the Prepared Platform for viewing of such Caller Data by Client's Authorized Users on a web-based or computer-installed graphical user interface and software dashboard made available for Telecommunicators and (ii), if Client has subscribed to the applicable Service pursuant to an Order, managing and transmitting such Caller Data to Authorized Users that are Responders, as part of the Call-Taker Console, and transmitting and managing communications with a Caller from and to such Call-Taker Console, and, if applicable, from and to Prepared Platform Extensions that Invictus makes available to Authorized Users of Client that are Responders of Client, as part of the Prepared Platform; (iii) if Client has subscribed to the applicable Service pursuant to an Order, managing, transmitting, transcribing, translating, synthesizing, interpreting, analyzing, and quality assurance of raw Caller Data, and of Authorized User inputs and commands, using artificial intelligence, large language models and other analytics tools; (iv) any other additional products or services furnished by Invictus, including any integration with any other service, to which Client has subscribed pursuant to an Order and the terms and conditions of this Agreement. As part of the Service, Client expressly authorizes Invictus to acquire and transmit Apple End-User Enhanced

Emergency Data ("EED") to Client for the purpose of assisting in an emergency, and Client further directly requests and expressly authorizes Invictus to provide all data retention and analytics services with respect to Apple End-User EED Data permitted by Apple. In addition, Client expressly authorizes Invictus to provide Google Emergency Location Service location data and additional emergency information furnished by Google. For clarity, "Service" shall also include, as applicable, any Prepared Platform Extension or Caller Platform Extension to which the Client has subscribed.

"**Third Party**" shall mean a Person not a party to this Agreement.

"Third Party Application" shall mean any third-party software product, including any online application and offline software product, that is used by or as part of the Prepared Platform or any Caller Platform Extension.

"**Upgrade**" shall mean one or more materially new or different features or functionalities of the Service compared to a prior version of the Service in effect as of the Effective Date (as specified in the Order), including any new or additional content or software as part of any Caller Platform Extension.

2. Scope.

2.1. Implementation. Promptly following the Effective Date, Invictus shall use commercially reasonable efforts to implement the Service for use by Client's Authorized Users. Client shall provide reasonable cooperation and assistance in connection with such implementation. During this implementation period, Client shall make the Client Data available to Invictus, including by using the API provided by Invictus.

2.2. Service. Subject to and conditioned on Client's and its Authorized Users' compliance with the terms and conditions of this Agreement, Invictus will use commercially reasonable efforts to make available to Client's Authorized Users the Service solely for the Permitted Uses during the Initial Subscription Period and any Renewal Term.

2.3. Certain Limitations. (a) Invictus shall have no obligation to provide the Service with respect to any Defective Client Data. (b) Invictus shall have no obligation to provide the Service if (i) a User no longer qualifies as an Authorized User pursuant to **Section 3** hereof; (ii) an Authorized User fails to initiate a request to a Caller for the transmission of Caller Data from such Caller to the Prepared Platform for viewing of such Caller Data by Client's Authorized Users received from such Caller; (iii) a Caller fails to respond to, or fails to take action in response to, a request from an Authorized User to transmit Caller Data or fails to use the Caller Platform Extension or fails to transmit Caller Data from such Caller's Mobile Device using the Caller Platform Extension; (iv) a Caller fails to operate the Caller Platform Extension in accordance with instructions provided by Invictus or displayed by the Caller Platform Extension or fails to accept the terms, conditions, or policies of Invictus with respect to the use of Caller Platform Extension and the transmission of Caller Data; (v) an Authorized User fails to operate the Call-Taker Console or, if applicable, a Prepared Platform Extension as part of the Prepared Platform in accordance with instructions provided by Invictus or displayed by the Call-Taker Console or, if applicable, the Prepared Platform Extension, or in accordance with the training provided by Invictus to such Authorized User; (vi) an Authorized User has not been trained in the use of the Service or the use of the Call-Taker Console or the Prepared Platform; (vii) an Authorized User has not installed the applicable Prepared Platform Extension if the Client has subscribed to the applicable Service; or (viii) Client has not complied with the Technical Requirements or has failed to update the Client Systems with any critical software updates as required under the Technical Requirements.

2.4. Access; Upgrades. (a) Client's Authorized Users may only access the Service through the Call-Taker Console, or the applicable Prepared Platform Extension if the Client has subscribed to the applicable Service, as part of the Prepared Platform made available by Invictus from Client Systems through the Internet. Client shall ensure that all such access to and use is limited to Client's Authorized Users. Client shall have responsibility for all such access and use by any Person. Client is responsible for the proper use of all Access Credentials, including verifying its Authorized Users and their access to and use of the Prepared Platform via the Call-Taker Console and the applicable Prepared Platform Extension if the Client has subscribed to the applicable Service. (b) Client's Authorized Users may only access the Prepared Platform remotely through the Internet, either through the Call-Taker Console made available by Invictus as part of the Prepared Platform or, with Invictus' prior written consent, by connecting the Prepared Platform to Client Systems using an API made available by Invictus, or through the applicable Prepared Platform Extension if the Client has subscribed to the applicable Service, and only for the Permitted Uses. Client shall ensure that all such access to and use is limited to Client's Authorized Users and through use of Client Systems. Client shall have responsibility for all such access and use by any Person, including by or through the Client Systems. (c) Client's Authorized Users may only access the applicable Prepared Platform Extension as made available by Invictus as part of the Prepared Platform if the Client has subscribed to the applicable Service. (d) Client is responsible for the proper use of all Access Credentials, including verifying its Authorized Users and their access to and use of the Prepared Platform as provided in **Section 2.4(b)** above. (e) Client and its Authorized Users shall have no right to any Upgrades to the Service.

2.5. Service Initiation. Client acknowledges and agrees that for certain features, Client's Authorized Users will need to input a Caller's mobile phone number to initiate a request to a Caller for the transmission of Caller Data from such Caller to the Prepared Platform for viewing of such Caller Data by Client's Authorized Users on the Call-Taker Console (and the applicable Prepared Platform Extension if the Client has subscribed to the applicable Service) as part of the Service. Client acknowledges and agrees that a Caller may not, at all or in a timely manner, transmit Caller Data to the Prepared Platform despite having received notification on their Mobile Device from the Prepared Platform of a request initiated by an Authorized User of Client to transmit Caller Data.

2.6. Service Availability. (a) Subject to the terms and conditions of this Agreement, Invictus will use commercially reasonable efforts to make and keep the Service available to Client on a twenty-four (24) hour per day basis during the Initial Subscription Period and any Renewal Term, provided that Client acknowledges and agrees that the Service may become unavailable as a result of any of the following exceptions (each, an "**Exception**"): (i) access to or use of the Service, or any use of Access Credentials, that does not strictly comply with this Agreement; (ii) any failure or unavailability of its Authorized User's Internet connectivity; (iii) a Force Majeure Event; (iv) any failure, interruption, outage or other problem with any Caller Platform Extension, the Prepared Platform or any component of any of the foregoing that was not developed by Invictus but that is used, directly or indirectly, by Invictus in performing the Service, including any Cloud Server,

and any unscheduled maintenance of any of the foregoing as a result of such failure, interruption, outage or other problem; (v) any Scheduled Downtime (as defined below); or (vi) any disabling, suspension or termination of the Service pursuant to **Section 2.11** below. (b) To the extent practicable, all planned unavailability of the Service, such as for maintenance or repair or updates of the Service or any part or component of any Invictus technology will be scheduled outside of regular hours of operations of Client, such as, e.g., in the late evening or during the night or on days that are not Business Days, ("**Scheduled Downtime**"). (c) Invictus shall not be liable to Client for any unavailability of the Service resulting from any of the Exceptions described in this **Section 2.6**. In the event the Service is not available to Client and such unavailability is not due to any of the Exceptions, Client's sole remedy for such unavailability shall be for Invictus to use commercially reasonable efforts to correct such unavailability of the Service.

2.7. Technical Support. (a) Invictus will, as part of the Service and at no additional charge to Client, provide Client with the following technical support services to Client and its Authorized Users in connection with the Service: Invictus will respond to Client's and its Authorized Users' technical support questions about the Service and the Prepared Platform and its operation via email and via telephone, provided that email shall be the preferred means of providing technical support, within the scope of its standard technical support services during the Hours of Coverage. Invictus shall have no obligation to provide any other technical support services to Client. (b) Client will provide, and will ensure that its Authorized Users' provide Invictus with, the relevant information and documentation in its or their respective possession or under its or their respective control requested by Invictus to which Client's or its Authorized Users' technical support questions pertain. (c) Invictus' sole liability and Client's sole remedy for any failure to provide technical support services shall be for Invictus to use the commercially reasonable efforts to correct such failure through further technical support services.

2.8. Training. Invictus will, at its election and as requested by Client, provide such training on site or remotely via video conference or via recorded instructions. Client shall ensure that all such Authorized Users will have participated in such training. Invictus will, at its election and as requested by Client, provide such training from time-to-time for new Authorized Users. Invictus shall have the right to require Client to pay Invictus' standard fees and reimburse its travel expenses for all training that Client may request, including during any Renewal Term. Client will make available, at no charge to Invictus, facilities for any on-site training sessions or provide its Authorized Users access to computer and camera equipment and Internet connections and remote conferencing software to ensure that its Authorized Users can participate in such training by Invictus.

2.9. Changes. Invictus reserves the right, in its sole discretion, to make any changes or alterations to the Service, the Caller Platform Extensions and the Prepared Platform, that it deems necessary or useful to (i) maintain or enhance the quality or delivery of the Service to Client; (ii) comply with applicable law; or (iii) avoid or preempt any claims of infringement of a Third Party's Intellectual Property Rights.

2.10. Monitoring. Invictus may internally monitor and track Client's, each Authorized User's and any other User's access to and use of the Service and the Prepared Platform, including through the collection and analysis of usage data, such as the IP addresses of Users and through electronic tracking technology and all other lawful means. Invictus may also internally monitor and track each Caller's and any other user's access to and use of the Caller Platform Extension, including through the collection and analysis of usage data, such as the IP addresses of Callers and other users and through electronic tracking technology and all other lawful means

2.11. Suspension of the Service. (a) Invictus may at any time suspend or block or otherwise deny Client's or any Authorized User's or any other User's or Person's access to or use of the Service, any Prepared Platform Extensions, or the Caller Platform Extensions, or Caller Data, without incurring any resulting liability, if: (i) Invictus believes in good faith that such a suspension is necessary to maintain the security or integrity of any Caller Platform Extension, Mobile Device of a Caller, or the Prepared Platform, including any applicable Prepared Platform Extension, or to prevent misuse of any of the foregoing by any Person, including Client or any Authorized User or other User; (ii) Client or Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Service or the Prepared Platform beyond the scope of the rights granted under this Agreement; (iii) Client or any Authorized User is, has been or is likely to be involved in any fraudulent or unlawful activities relating to the Service, the Caller Platform Extensions or the Prepared Platform; (iv) Invictus receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Invictus to do so; (v) Client has failed to pay any fee(s) to Invictus when due hereunder; (vi) Invictus reasonable believes that its continued performance of its obligations under this Agreement, including the performance by Invictus of the Service, becomes substantially more difficult or expensive, or impossible (without violating, or without incurring criminal penalties or civil liability under, the laws or regulations) under applicable laws or regulations or due to a substantive change in applicable laws or regulations after the Effective Date or infringes another Person's Intellectual Property Rights; or (vii) this Agreement expires or is terminated. This **Section 2.11** does not limit any of Invictus' other rights or remedies, whether at law, in equity or under this Agreement. (b) Invictus shall not be liable for any failure to provide access to or use of the Service or any Prepared Platform Extension or any Caller Platform Extension or Caller Data during such suspension. Invictus will reinstate access to or operation of the Service once the basis for such suspension has dissipated in Invictus' judgment, provided this Agreement has not already been terminated or expired.

2.12. Notice of Unauthorized Access. Client shall notify Invictus promptly if Client becomes aware of any unauthorized access to or use of any Caller Data, any Mobile Device of a Caller, or Caller Platform Extensions or the Prepared Platform, including any Prepared Platform Extension, by any Person.

2.13. Use of Subcontractors. Invictus may subcontract with any subcontractor for performance of the Service or any component or task thereof, provided that Invictus shall remain responsible for the performance of its obligations under this Agreement.

3. Users.

3.1. Authorized Users. Access to and use of the Service and the Prepared Platform and Caller Data shall be limited to the adult employees or contractors of Client while they are in the employment of or in a contracting relationship with Client and not on administrative leave or suspension (each such individual, an "**User**").

3.2. Termination of Authorized User Status. All access to and use of the Service and the Prepared Platform and Caller Data by an Authorized User shall automatically cease, and any such individual shall no longer be deemed an Authorized User, if such individual is no longer a User or Client has notified Invictus that such individual is no longer an Authorized User, including by delivering updated Client Data to Invictus. Invictus will make the Service available only for use by the maximum number of Authorized Users as set forth in the Order. Client may reduce the number of such Authorized Users by giving written notice to Client. Any such reduction shall not entitle Client to any refund or recovery of any subscription fees or other fees paid by Client.

4. Feedback. Invictus may request Feedback from Client or Authorized Users regarding the Service during the Term. Upon such reasonable request by Invictus, Client will, and will cause its Authorized Users to, use good faith efforts to provide Feedback regarding the Service or the Caller Platform Extensions, based upon the uses and user experience of Client and such Authorized Users.

5. Fees and Charges.

5.1. Fees. Client shall pay to Invictus (i) the fees, if any, in the amount as set forth in the Order for each consecutive twelve-month period during the Initial Subscription Period and (ii) the subscription fee as set forth in the Order for each Renewal Term thereafter, which may be increased by Invictus from time to time, in its discretion.

5.2. Additional Fees and Services. Any additional services, other than the Services set forth in the Order, to be performed or provided by Invictus shall require payment by Client to Invictus of the service, subscription and other fees at Invictus' then applicable list prices and subject to Invictus' then applicable pricing policy except as otherwise expressly agreed to by both Invictus and Client. Without limiting the generality of the foregoing, Client shall pay the additional fees, if any, set forth in the Order for the additional services or products to be provided by Invictus as specified in the Order and any applicable Appendix, or as otherwise agreed between the parties. Client and Invictus may, at any time, amend the Order by mutual written consent, or otherwise agree by mutual written consent, to include such additional services in the Services to be provided hereunder.

5.3. Due Dates. Client shall pay all fees, amounts and taxes or assessments due hereunder to Invictus within twenty (20) calendar days after the date of the corresponding invoice from Invictus delivered to Client. Delivery of any such invoice may be made to Client by mail, courier, delivery service (such as FedEx), email or electronic delivery. Payment by Client shall be made by check made payable to the order of Invictus and sent to Invictus or by bank wire transfer into a bank account specified by Invictus in writing. Invictus may issue an invoice to Client for the subscription fee for the entire Initial Subscription Period on or after the Effective Date. Invictus may issue an invoice to Client for the subscription fee for any Renewal Term on or after the start of such Renewal Term. Invictus may issue an invoice to Client for any additional services on or after the date specified in the Order and any applicable Appendix with respect to such additional services.

5.4. Late Payment. If Client fails to make any payment when due then, in addition to all other remedies that may be available to Invictus: (a) Invictus may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (b) Client shall reimburse Invictus for all reasonable costs incurred by Invictus in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees; and (c) if such failure continues for twenty (20) days, Invictus may suspend performance of the Service until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Client or any other Person by reason of such suspension.

5.5. Taxes. All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Client is responsible for all sales, use, value added, privilege and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority, now in force or enacted in the future, on any amounts payable by Client hereunder, other than any taxes imposed on Invictus' income. Invictus may invoice Client for any such taxes and assessments, which Client shall pay. Invictus will remit any payments from Client for such taxes and assessments made on any such invoice directly to the appropriate taxing authorities. If Client is exempt from the payment of such taxes or other assessments, Client shall provide Invictus with documentary proof of such exemption issued by the appropriate taxing authority. Client is responsible for obtaining and providing to Invictus any such certificate or other documentary proof of such exemption.

5.6. No Set-Offs. All amounts payable to Invictus under this Agreement shall be paid by Client to Invictus in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason. All fees paid by Client are not refundable.

6. License and Restrictions.

6.1. Client Licenses. (a) Subject to and conditioned on Client's and its Authorized Users' compliance with and performance of all terms and conditions of this Agreement, Invictus hereby grants Client the personal, non-exclusive, nontransferable, non-sublicensable license under the Intellectual Property Rights of Invictus to use the Prepared Platform during the Initial Subscription Period and any Renewal Term and only in strict compliance with the Permitted Uses and subject to the restrictions and other limitations set forth in this Agreement and only by and through Client's Authorized Users. (b) Subject to and conditioned on Client's and its Authorized Users' compliance with and performance of all terms and conditions of this Agreement, Invictus hereby grants Client the personal, non-exclusive, nontransferable right to use, host, store, view, perform or display (whether to the public or otherwise), copy, reproduce, modify, and create derivative works of the Caller Data transmitted or made available to Client's Authorized Users hereunder during the Term, including without limitation to make such Caller Data available to any third party for purposes of complying with requests for disclosure of Caller Data under the Freedom of Information Act (FOIA) or other similar federal or state laws or regulations or as otherwise required by applicable law, regulation or court order, during the Initial Subscription Period and any Renewal Term and thereafter. The license granted to Client under this **Section 6.1(b)** shall survive the termination or expiration of this Agreement, provided only that notwithstanding any other provision hereof, such license granted to Client pursuant to this **Section 6.1(b)** shall terminate with respect to specific Caller Data if and only to the extent Invictus no longer holds a license to such specific Caller Data and Invictus gives written notice of such license termination. For clarity, any such termination shall not terminate Client's

license under this **Section 6.1(b)** with respect to any other Caller Data.

6.2. Reservation of Rights. All rights not expressly granted to Client are reserved by Invictus and its licensors. Except as expressly set forth in **Section 6.1**, nothing in this Agreement grants any right, title or interest in or to any Intellectual Property Rights in or relating to the Caller Platform Extensions and the Prepared Platform or any Caller Data, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Caller Platform Extensions and the Prepared Platform and all Caller Data shall remain with Invictus and its licensors.

6.3. Limitations and Restrictions. (a) Client shall use, and shall ensure that its Authorized Users use, the Service and the Prepared Platform and any Caller Data only for the Permitted Uses and as authorized in **Section 6.1.** (b) Client shall not offer for sale, distribute, or sell the Service or the Prepared Platform. Client shall not, and shall not permit any other Person to, modify, or create improvements, derivative works or transformative works of or based upon any Prepared Platform or any part or feature thereof. (c) Client shall not, and shall not permit any Person, to bypass or breach any security or protection used for the Prepared Platform or the Caller Platform Extension to prevent unauthorized access to Caller Data or software, algorithms, data, information or functionalities or features of the Caller Platform Extension or the Prepared Platform. Client shall not, and shall not permit any other Person to, gain (or attempt to gain) any access to the Prepared Platform or Caller Data, or bypass or breach any security device or protection used for the Caller Platform Extension or the Prepared Platform, in order to access to Caller Data or other data or information or functionalities or features of the Caller Platform Extension or the Prepared Platform, that Client and its Authorized Users shall not have access to through normal access or use of the Service and the Prepared Platform. (d) Client shall not, and shall not permit any other Person to, decompile any object code of, or reverse engineer, disassemble, decode, discover, reconstruct, adapt, translate or otherwise derive or gain access to any source code of any software that is part of the Caller Platform Extension or the Prepared Platform, the structure, sequence or organization of such source code or any algorithm, method, process, workflow or model that is part of the Caller Platform Extension or the Prepared Platform or used in developing or performing the Service, in whole or in part, or attempt to do any of the foregoing. (e) Client shall not, and shall not permit any other Person to, access or use the Caller Platform Extension or the Prepared Platform in order to: (1) build any product or service that is similar to the Service or the Caller Platform Extension or the Prepared Platform, including any Prepared Platform Extension, or that uses similar features or functions, content, or graphics as those of or used by or for the Service or the Caller Platform Extension or the Prepared Platform, or in order to copy or imitate any feature or functionality of the Service or Caller Platform Extension or the Prepared Platform, whether or not intended to compete with the Service, or (2) engage in systematic retrieval of any data or content from the Caller Platform Extension or the Prepared Platform. (f) Client shall not, and shall not permit any other Person to, (i) input, upload, transmit or otherwise provide to or through the submission of any Client Data or through access to or use of the Prepared Platform any Harmful Code, (ii) access, use, or copy any portion of the Caller Platform Extension or the Prepared Platform through the use of bots, spiders, crawlers, indexing agents, or other automated programs, means, algorithms, software, devices, or mechanisms (collectively, "**Bots**"), (iii) use any Bots or any similar or equivalent manual process to systematically and/or automatically search, scrape, extract, index, or create abstracts of, the Caller Platform Extension or the Prepared Platform, (iv) create any denial of service with respect to the Service, (v) falsify, modify, manipulate, or obscure any data or other content of the Caller Platform Extension or the Prepared Platform, or (vi) discover, or attempt to discover, any usage by any Caller or any other Person of the Caller Platform Extension or any usage by any Person of the Prepared Platform or any service provided by Invictus, including any queries or usage or reports or output or other query results. (g) Client shall not, and shall not permit any other Person to, remove, delete, alter or obscure any source identification, product identification, ownership identification, disclaimers, or copyright, trademark, patent or other intellectual property or proprietary rights notices or markings contained in, displayed by, or provided with the Service or the Prepared Platform. (h) Client shall not, and shall not permit any other Person to, access, observe, or use the Prepared Platform or the Service for purposes of competitive analysis of the availability, performance or functionality of the Service, the Caller Platform Extension, or the Prepared Platform, or for any other benchmarking and shall not disclose or publicize the results of any such analysis or benchmarking. (i) Client shall not, and shall not permit any other Person to, access or use the Service or the Caller Platform Extension or the Prepared Platform or any Caller Data in any manner or for any purpose that violates any applicable law or regulation. (j) Client shall not, and shall not permit any other Person to, damage, destroy, disrupt, disable, impair, interfere with or otherwise harm the Caller Platform Extension or the Prepared Platform or any Caller Data. (k) Client shall not, and shall not permit any other Person to, copy or use the design, including the layout, organization, color scheme, and graphics of the Caller Platform Extension or the Prepared Platform. (l) Client shall not, and shall not permit any other Person to, access, use, give access to or use of the Caller Platform Extension or the Prepared Platform or any Caller Data in connection with any time-sharing, service bureau, software as a service, cloud service, or data processing service arrangements. (m) Client shall not, and shall not permit any other Person to, gain (or attempt to gain) any access to the Prepared Platform, or bypass or breach any security device or protection used for the Caller Platform Extension or the Prepared Platform or the Caller Data, in order to gain access to data or information or functionalities or features of the Caller Platform Extension or the Prepared Platform or any Caller Data, that Client and its Authorized Users shall not have access to through normal access or use of the Service from the Call-Taker Console, or the applicable Prepared Platform Extension if the Client has subscribed to the applicable Service, as part of the Prepared Platform. (n) Client shall not, and shall not permit any other Person to, access or use or store any Caller Data except as authorized in this Agreement. Client shall not, and shall ensure that its Users shall not, download, store, or transfer, any Caller Data from the Prepared Platform or any Cloud Servers, except as authorized in this Agreement.

6.4. Use of APIs. Client shall use only the APIs provided by Invictus for automated submission of Client Data to the Prepared Platform.

6.5. Limited Client License. Client hereby grants to Invictus and its subcontractors and their respective successors and assigns, a royalty-free, fully-paid, non-exclusive, perpetual, irrevocable, fully sublicensable and transferable worldwide right and license to use, host, store, view, perform, copy, reproduce, modify and create derivative works of any Client Data submitted or otherwise made available by Client solely for purposes of (i) providing and performing the Service and otherwise performing this Agreement,

including storing any such Client Data as provided in this Agreement, (ii) monitoring compliance of this Agreement by Client and its Authorized Users, and (iii) researching, developing, and improving the Service and the Caller Platform Extension and the Prepared Platform and other products and services of Invictus and its affiliates. The Invictus Privacy Policy available at https://www.prepared911.com/privacy-policy describes how Invictus will handle any personal information included in the Client Data.

7. Certain Client Obligations and Responsibilities.

7.1. No Export. Client shall not export or authorize or allow the export of the Prepared Platform. Client shall not engage in any transaction that gives reason to suspect that the Prepared Platform will be exported or diverted in violation of any applicable laws (including without limitation based upon such factors as suspect customers, abnormal transaction circumstances, or other "red flag" indicators).

7.2. Technical Requirements. Client and its Authorized Users are responsible for procuring necessary hardware, software, communications facilities and Internet connection, together with the requisite licenses, to satisfy the technical requirements for Client to access and operate the Prepared Platform from the Client Systems (the "**Technical Requirements**").

7.3. Corrective Action and Notice. If Client becomes aware of any actual or threatened activity outside the Permitted Uses or that are prohibited by **Sections 6.3 or 6.4** hereof, Client shall, and shall cause its Authorized Users to, immediately: (i) take all reasonable and lawful measures within its control that are necessary to stop the activity or threatened activity and to mitigate its effects; and (ii) notify Invictus of any such actual or threatened activity.

7.4. Errors. Client shall use commercially reasonable efforts to promptly notify Invictus of any errors or defects in the Service or the Caller Platform Extension or the Prepared Platform of which Client becomes aware.

8. Data.

8.1. Backups. The Service does not replace the need for Client to maintain regular data backups or redundant data archives of Client Data and Caller Data. Invictus HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, DESTRUCTION, DAMAGE, OR CORRUPTION OF ANY CLIENT DATA OR ANY CALLER DATA.

8.2. Storage and Use of Client Data. Client agrees that Client Data may be uploaded and copied to and stored on the Prepared Platform, including on any Cloud Servers, only in connection with Invictus' performance of the Service. Invictus may, subject to the provisions of **Section 9** below, copy and store the Client Data, or copies thereof, in backup storage systems that are part of the Prepared Technology Platform during the term of this Agreement and following the expiration or termination of this Agreement. Invictus shall have no obligation to store Client Data or Caller Data after the expiration or earlier termination of this Agreement. Invictus may use, copy and reproduce the Client Data to process the Client Data in order to provide the Service.

9. Security.

9.1. Security by Invictus. Invictus will take reasonable precautions to protect the security of the Prepared Platform from unauthorized access, use misuse or deactivation by an unauthorized Third Party of the Service and any unauthorized access to or use any Client Data delivered to Invictus, provided that Invictus shall not be responsible for any such unauthorized access, use misuse or deactivation as a result of any action or inaction of any Third Party hosting provider with respect to any Cloud Servers on which any Client Data are stored and that Invictus may disclose any Client Data if compelled by a court. Invictus will take reasonable measures to prevent such access or use of Client Data by the employees and contractors of Invictus except (i) to provide the Service and the technical support hereof, and to prevent or address Service or technical errors or problems, (ii) determine whether any file containing Client Data is or contains Defective Client Data, (iii) as compelled by law or a court, or (iv) as otherwise expressly permitted in this Agreement or by Client in writing.

9.2. Security by Client. Client shall maintain reasonable security measures to safeguard the Prepared Platform and Caller Data from unauthorized access or use or misuse or deactivation by any other Person, including by using only secure connections and secure Client Systems and maintaining the confidentiality of Access Credentials and not allowing any other Person, other than Client's Authorized Users, to use any Access Credentials (whether on Client's behalf of otherwise). Client shall notify Invictus promptly upon becoming aware of any unauthorized disclosure, access to, use, or misuse of any Access Credentials. Client shall employ all reasonable physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (i) securely administer the distribution to and use by its Authorized Users of all Access Credentials and (ii) protect against any unauthorized access to or use or misuse of the Prepared Platform or any Caller Data.

9.3. Client Control and Responsibility. Client retains sole responsibility for (i) the Client Systems, (ii) the security and use of Client's and its Authorized Users' Access Credentials, and (iii) all access of the Prepared Platform and Caller Data, directly or indirectly, by or through its Authorized Users' Access Credentials, with or without Client's knowledge or consent. Client shall ensure that its Authorized Users protect their Access Credentials and not make them available to any other Person.

10. Branding and Communications; Marketing.

10.1. Invictus Marks. Client is not granted any right to, and shall not, use, directly or indirectly, in whole or in part, any Invictus Marks, except as may be specifically authorized by Invictus in writing prior to such use. Client shall not, without the prior written consent of Invictus, use or attempt to register any logo, mark or name that is likely to be similar to or confused with any Invictus Mark. All goodwill resulting from the use of the Invictus Marks will inure solely to Invictus.

10.2. Reference Customer. Upon request by Invictus, Client may act as a reference customer of Invictus with respect to the Service, including by responding to reasonable inquiries from prospective customers of Invictus, provided that (i) acting as a reference customer shall not result in any unreasonable disruption to Client's business and operations, and (ii) Client shall not incur any expenses in connection with acting as a reference customer for Invictus. Invictus shall not compensate Client for acting as a reference customer for Invictus.

10.3. Press Release. At the request of Invictus, the parties shall issue a joint media release announcing the transaction set forth in

this Agreement without disclosing the financial terms set forth in this Agreement within sixty (60) days following such request.

10.4. Other Publicity. Invictus may identify Client as a customer of Invictus on the website of Invictus and in electronic, online and printed marketing materials of Invictus and in future press releases of Invictus, including by using and displaying the business name and logo of Client for that purpose. To the extent Client disseminates in any public forum any testimonials or similar examples of the successful use of the Service, Invictus may further disseminate such testimonials or examples in their original or any modified form.

10.5. Statements to Third Parties. Client shall make or give no representations, warranties or undertakings, whether orally, electronically or in writing, with respect to, the Service or Invictus or the Caller Platform Extension or the Prepared Platform or any part thereof to any Third Party, except as expressly authorized in writing by Invictus.

10.6. Dissemination of Promotional or Educational Information. All informational, educational, instructional, safety, practice, and promotional materials, documents, literature, forms, or instructions to be used, distributed, disseminated or published by Client, whether in written or electronic form and whether to any User or any Third Party, including without limitation any employee or staff of Client, or any Responders that relate to the Service or the Prepared Platform or the Caller Platform Extension or Invictus shall be subject to review and written approval by Invictus prior to any such publication, dissemination or distribution, provided that any such use shall in no event extend beyond the Term.

11. Intellectual Property Rights.

11.1. Invictus IP. (a) Invictus is the distributor of the Service and the licensor of the Prepared Platform and the Caller Platform Extensions. Any and all right, title and interest in and to Caller Platform Extensions and the Prepared Platform and all Caller Data, including all Intellectual Property Rights in any of the foregoing, are and shall remain with Invictus and its licensors, if any, including all applicable rights to: (i) copyrights, including all rights incident to copyright ownership, such as all rights of publication, registration, copying and rights to create derivative works; (ii) utility and design patents and patent applications; and (iii) trade secrets. (b) Nothing in this Agreement grants, or shall be construed as granting, to Client any ownership rights or Intellectual Property Rights in or to any Caller Platform Extension or the Prepared Platform, or any part thereof, or any Caller Data to Client, whether by assignment, contract or otherwise, including without limitation to any trade secret, or to any invention, copyright, patent application or patent or any other Intellectual Property Right that has been created or developed or that has issued or that may issue or may be created or developed during the Term. Client has no right, license or authorization with respect to any Caller Platform Extension or the Prepared Platform or any Caller Data, except as expressly set forth in **Section 6.1** above, in each case subject to **Sections 6.1, 6.3** and **6.4** and **9.2** above. Access to and use of the Prepared Platform and Caller Data does not in any way grant Client or any User or other Person any Intellectual Property Rights to, or any license or right to use, the Prepared Platform or any Caller Data for any purpose, except for the limited license granted in **Section 6.1** above, in each case subject to **Sections 6.1, 6.3**, **6.4** and **9.2** above. All other rights in and to the Prepared Platform and Caller Data, are expressly reserved by Invictus and its licensors.

11.2. Value in Invictus IP. Client acknowledges and agrees that the Caller Platform Extension, including all of its software, features, functionalities, graphics, designs and graphical user interface, and the Prepared Platform are commercially valuable assets of Invictus, the development of which required the investment of substantial time, effort and cost by Invictus. Client further acknowledges and agrees that the Caller Platform Extension, including all of its software, features, functionalities, graphics, designs and graphical user interface, and the Prepared Platform are protected by the Intellectual Property Rights held by Invictus and its licensors.

11.3. Feedback. Client or any of its Authorized Users may provide suggestions, ideas, inventions, innovations, improvements, enhancements, feedback, recommendations or other information to Invictus with respect to the Service or the Caller Platform Extension or the Prepared Platform in whatever form, whether or not patentable or copyrightable or made or conceived solely or jointly with others (collectively, "**Feedback**"). Invictus may use Feedback for any purpose without obligation of any kind, and Client acknowledges and agrees, also on behalf of each Authorized User, that such Feedback, and all Intellectual Property Rights with respect thereto, shall become the sole property of Invictus, and Client, also on behalf of each Authorized User, hereby transfers and assigns exclusively to Invictus all right, title and interest in and to the Feedback and any and all related Intellectual Property Rights in the United States of America and all other countries and jurisdictions and appoints any officer of Invictus as his, her or its duly authorized agent to execute, file, prosecute and protect the same before any patent or copyright office or government or government agency. Upon request of Invictus, and without further compensation, Client shall, and shall cause its Authorized Users to, execute such further assignments, documents and other instruments as may be necessary or desirable to fully, exclusively and completely assign all Feedback to Invictus worldwide and to assist Invictus in applying for, obtaining and enforcing patents, copyrights, or other Intellectual Property Rights in any jurisdiction with respect to any Feedback. Client agrees that the obligations and undertakings stated in this **Section 11.3** shall continue beyond the termination of this Agreement. Client shall, and shall cause its Authorized Users to, keep such Feedback confidential and to disclose it only to Invictus.

12. Confidentiality. Invictus shall maintain the confidentiality of all Client Data provided by Client except as necessary for Invictus to perform and improve the Service or its obligations under this Agreement or except as provided by applicable law or regulation or order of a court or government authority.

13. Term and Termination.

13.1. Initial Term and Launch. This Agreement shall become effective upon the Effective Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, this Agreement will remain in full force and effect until the end of the Initial Subscription Period as set forth in the Order ("**Term**").

13.2. Renewal. After the Initial Subscription Period, the Term of this Agreement shall automatically renew for successive twelve (12) month periods, unless either party gives written notice to the other party of its intention not to renew this Agreement at least thirty (30) days prior to the end of the then current term (each, such 12-month renewal period, a "**Renewal Term**").

13.3. Termination. In addition to any other express termination right set forth elsewhere in this Agreement: (a) Invictus may terminate this Agreement, effective on written notice to Client, if (i) Client fails to pay any amount, if any, when due under this Agreement and such failure continues more than 15 days after Invictus' delivery of written notice thereof or (ii) Client breaches any of its obligations under **Sections 2.2, 6.3, 6.4, 9.2, or 11,** above. (b) either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach. (c) Invictus may terminate this Agreement, effective on written notice to Client, if Invictus reasonably believes that any applicable law or regulation, or any ruling, order, decision or action of a governmental agency or court, including as may be amended or enacted or applied during the Term, prohibits or prevents Invictus from providing the Service or from complying with this Agreement, or the provision or performance by Invictus of the Service or any Caller Data becomes significantly more difficult or expensive, or impossible without violating, or without incurring criminal penalties or civil or administrative liability under, the applicable law or regulation; (d) If the Order permits Client to terminate the Service early, Client may unilaterally terminate this Agreement by giving written notice to Invictus of such termination, in which case no further payments shall be due to Invictus and this Agreement shall terminate upon expiration of the applicable notice period set forth in the Order.

13.4. Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement and in addition to the other provisions of this Agreement applicable to its expiration or termination: (a) all rights, licenses, consents and authorizations granted by Invictus to Client hereunder will immediately terminate and Invictus will cease providing the Service or making the Caller Data available effective immediately upon such expiration or termination, regardless of the cause of any such termination or expiration; (b) such expiration or termination for any cause will not release any party hereto from any liability which at the time of expiration or termination has already accrued to the other party or which thereafter may accrue in respect of any act or omission prior to the expiration or termination, nor shall such expiration or termination affect in any way the survival of any right, duty or obligation of either party hereto which is expressly stated elsewhere in this Agreement to survive such expiration or termination; and (c) such termination or expiration shall not affect any other remedy that a party may have at law or in equity.

13.5. Surviving Terms. The provisions in the following sections hereof and any other right or obligation of the parties in this Agreement that, by the nature of such provision, should survive termination or expiration of this Agreement will survive any expiration or termination of this Agreement, subject to any time limitations, if any, in such provisions: **Sections 1, 6.1(b), 6.3, 6.5, 7.1, 9.1, 9.2, 11, 12, 13.4, 13.5, 14, 15, 16,** and **17** hereof.

14. Representations and Warranties; Disclaimers.

14.1. Mutual Representations and Warranties. Each party represents and warrants to the other party that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (ii) the execution of this Agreement by its representative(s) has been duly authorized by all necessary corporate or organizational action of such party; and (iii) such party will not deliver or make available Harmful Code to the other party, including as part of any files or data or content delivered to the other party.

14.2. Additional Client Representation, Warranty and Covenant. Client represents and warrants that (a) Client has and will have the necessary rights, permissions, licenses and consents in and relating to the Client Data as provided in this Agreement and to grant the license as set forth in **Section 6.5** above, and (b) Client also represents and warrants that Client has and will have the necessary authority, consent, and compliance to use the Service and the Prepared Platform for emergency response or public safety purposes, and that Client will abide by all applicable laws, regulations, and ethical standards in relation to such use.

14.3. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN **SECTION 14.1** ABOVE, THE SERVICE AND THE CALLER PLATFORM EXTENSION AND THE PREPARED PLATFORM ARE PROVIDED, OPERATED AND MADE AVAILABLE "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND, TO THE FULLEST EXTENT PERMITTED BY LAW, INVICTUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND INVICTUS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND INDUSTRY CERTIFICATIONS, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, INVICTUS MAKES NO WARRANTY OF ANY KIND THAT THE SERVICE OR THE CALLER PLATFORM EXTENSION OR THE PREPARED PLATFORM, INCLUDING WITHOUT LIMITATION ANY PREPARED PLATFORM EXTENSIONS, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, OR BE SECURE, ERROR–FREE, ACCURATE, CURRENT, OR COMPLETE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, INVICTUS SHALL HAVE NO OBLIGATION TO CORRECT, AND HEREBY DISCLAIMS ALL LIABILITY WITH RESPECT TO, ANY KNOWN ERRORS OR DEFICIENCIES OR "BUGS" OF THE CALLER PLATFORM EXTENSION AND THE PREPARED PLATFORM, INCLUDING AS MAY BE DISCLOSED TO CLIENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ALL THIRD PARTY SERVICES, THIRD PARTY APPLICATIONS, INCLUDING AS USED IN PROVIDING THE SERVICE, ARE USED OR PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND. INVICTUS DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGES OR LOSSES CAUSED BY ANY THIRD PARTY SERVICE OR THIRD PARTY APPLICATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY INVICTUS OR ITS REPRESENTATIVES SHALL CREATE ANY OTHER WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF INVICTUS' OBLIGATIONS or LIABILITY UNDER OR WITH RESPECT TO THIS AGREEMENT. IN ADDITION TO THE FOREGOING TO THE EXTENT CLIENT RECEIVES HARDWARE OR OTHER EQUIPMENT FROM INVICTUS AS PART OF THE SERVICE, INVICTUS DISCLAIMS ALL RESPONSIBILITY FOR THE OPERATION, MAINTENANCE, COMPLIANCE, SERVICING, AND DISPOSITION OF THE EQUIPMENT. INVICTUS PROVIDES ALL EQUIPMENT "AS IS" AND MAKES NO WARRANTIES,

EXPRESS OR IMPLIED, REGARDING THE PERFORMANCE OR RELIABILITY OF THE EQUIPMENT.

14.4. No Warranties, Representations or Covenants to Others. Invictus' warranties and representations, covenants and obligations under this Agreement are to Client only and not to any other Person. This Agreement shall not create any obligation or liability by Invictus whatsoever to any Person other than to Client. There are no third-party beneficiaries, intended or otherwise, with respect to this Agreement or any of the obligations of Invictus under or with respect to this Agreement.

15. Limitations of Liability; Additional Disclaimers.

15.1. Limitation of Liability. (a) NEITHER INVICTUS NOR ANY OF ITS AFFILIATES, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS SHALL HAVE LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, ENHANCED, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR STATUTORY DAMAGES, OR ANY MULTIPLES OF DIRECT DAMAGES, UNDER ANY LEGAL THEORY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, NEGLIGENCE, OR WARRANTY, WITH RESPECT TO OBLIGATIONS UNDER THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT OR OTHERWISE. (b) THE EXCLUSIONS OF A PERSON'S LIABILITY SET FORTH IN THIS **SECTION 15.1** ABOVE APPLY REGARDLESS OF WHETHER SUCH PERSON WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. (c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF INVICTUS, ITS AFFILIATES, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUPPLIERS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STATUTE, OR OTHERWISE, TO CLIENT OR ANY USER OR ANY OTHER PERSON EXCEED THE GREATER OF $1,000 AND THE TOTAL OF THE AMOUNTS PAID TO INVICTUS UNDER THIS AGREEMENT IN THE TWENTY-FOUR MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY OF, OR CLAIMS AGAINST, INVICTUS, ITS AFFILIATES, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS. THE FOREGOING LIMITATIONS APPLY EVEN IF THE CLIENT'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. (d) The parties acknowledge that each of them relied upon the inclusion of the limitations and exclusions set forth in this **Section 15** in consideration of entering into this Agreement.

15.2. Certain Limitations Regarding the Service. Client acknowledges and agrees that the Service, the Prepared Platform and the Caller Platform Extension are not intended or designed to, and may not, prevent or stop any impending threat or incident or improve Client's response to any such threat or incident. Client acknowledges and agrees that the Service, the Prepared Platform and the Caller Platform Extension (i) may not reduce the response time by any Responders to any impending threat or incident or (ii) result in a more effective response to any such impending threat or such incident or (iii) cause any Responder to respond to any such impending threat or such incident. Client acknowledges and agrees that the Service does not replace best practices by Client in communicating or managing an impending or on-going threat or incident. Client shall ensure that each Authorized User is properly trained and prepared to respond to an impending threat or any incident. Invictus shall have no liability if a Caller triggers a notification or report of an impending threat or an incident through use of a Caller Platform Extension even though there is no such threat or incident. Client further acknowledges and agrees that any transcriptions, translations, synthesis and interpretation of raw Caller Data or inputs and commands provided by Authorized Users may contain errors and deficiencies, and Client is responsible for independently verifying the accuracy of all such Caller Data, Authorized User inputs and commands, as well as any transcriptions, translations, syntheses, interpretations, analyses, or quality assurances. Client acknowledges and agrees that the Service may involve the use of advanced technologies such as artificial intelligence and large language models that may not be error-free, accurate, complete, or reliable, and that Invictus does not guarantee or warrant the quality, performance, or results of the Service or any Caller Data. Client further acknowledges and agrees that the Service may be subject to errors, limitations, delays, and other problems inherent in the use of the Internet, cellular networks, land mobile radio systems, artificial intelligence, large language, models, and electronic or voice communications, and that Invictus is not responsible for any errors, delays, delivery failures, or other damage or loss resulting from such problems or the transfer of data over communications networks and facilities, including the Internet.

INVICTUS ASSUMES NO LIABILITY, WARRANTY, OR RESPONSIBILITY WHATSOEVER TO CLIENT, ANY USER OR ANY OTHER PERSON WITH RESPECT TO (i) ANY OF THE FAILURES, UNAVAILABILITY, DEFICIENCIES, INACTIONS OR ACTIONS OF THE SERVICE OR THE PREPARED PLATFORM OR THE CALLER PLATFORM EXTENSION, OR (ii) ANY CONCLUSIONS, INTERPRETATION, DECISIONS OR ACTIONS BASED ON THE USE OF THE SERVICE OR THE CALLER PLATFORM EXTENSION OR ANY CALLER DATA BY CLIENT OR BY ANY OTHER PERSON, INCLUDING IN CONNECTION WITH ANY IMPENDING OR PERCEIVED THREAT OR ANY INCIDENT.

15.3. Implementation. Client acknowledges and agrees that the Service will not be available during the implementation period as provided in **Section 2.1**. INVICTUS SHALL HAVE NO LIABILITY, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STATUTE, OR OTHERWISE TO CLIENT OR ANY USER OR ANY OTHER PERSON WITH RESPECT TO THE UNAVAILABILITY OR FAILURE OF THE SERVICE OR THE CALLER PLATFORM EXTENSIONS OR THE PREPARED PLATFORM DURING SUCH IMPLEMENTATION PERIOD.

15.4. Third Party Applications; Third Party Services. The Service uses the services of Third Parties ("**Third Party Services**"), and the Prepared Platform contains Third Party Applications and utilizes Cloud Servers. Invictus does not control such Third Party Services and Third Party Applications and such Cloud Servers. Invictus shall not be responsible or liable to Client or any Authorized User or other User or any other Person for the failure, non-performances or unavailability, faulty service or errors of any such Third Party Services or Third Party Applications or Cloud Servers. Invictus makes no warranties with respect to any Third Party Services or Third Party Applications or any Cloud Servers, their performance, availability or accuracy.

15.5. Internet Delays; Cloud Server Provider. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER

PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC OR CELLULAR COMMUNICATIONS. INVICTUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE OR LOSS RESULTING FROM SUCH PROBLEMS OR THE TRANSFER OF DATA OVER COMMUNICATIONS NETWORKS AND FACILITIES, INCLUDING THE INTERNET. INVICTUS DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGES OR LOSSES CAUSED BY ANY THIRD PARTY PROVIDER OF ANY CLOUD SERVER.

15.6. No Screening of Data. Client is solely responsible for the accuracy, completeness and truthfulness of any data or information that is submitted or provided to Invictus by its Authorized Users and for ensuring that Client has the necessary rights to submit such Client Data for use by Invictus as provided in this Agreement. Invictus will not, and shall have no obligation to, screen or filter any Caller Data. Client acknowledges and agrees that a Caller may not transmit any Caller Data despite requested to do so and any Caller Data transmitted by Caller may contain inaccurate or false Caller Data and may contain offensive or disturbing Caller Data. Client acknowledges that Invictus has no control over the Caller Data transmitted by a Caller and made available to Client's Authorized Users from the Prepared Platform. INVICTUS DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO ANY AND ALL CALLER DATA.

16. Governing Law; Jurisdiction.

16.1. Law Governing Agreement. This Agreement and its formation, validity, interpretation, construction, performance, termination, and enforcement shall be governed by the internal laws of the State in which the Client is domiciled without giving effect to choice-of-law rules that may direct or permit the application of the laws of another jurisdiction.

16.2. Exclusive Jurisdiction. Each party stipulates and agrees that any dispute or proceeding arising under or related to this Agreement or the transactions or rights and restrictions set forth herein shall be subject to the exclusive jurisdiction of the state courts located in the State in which the Client has its domicile or the U.S. District Court for the District in which the Client has its domicile to the extent such U.S. District Court has independent subject matter jurisdiction without reference to this provision, and the respective court of appeals. Each party submits and consents to the exclusive jurisdiction and proper venue of such courts.

16.3. Waiver of Right to Trial by Jury. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES (ALSO ON BEHALF OF ITS AFFILIATES), AND EACH PARTY SHALL CAUSE ITS AFFILIATES TO WAIVE, ANY AND ALL RIGHTS ANY OF THEM MAY HAVE, NOW OR IN THE FUTURE, TO HAVE ANY CONTROVERSY OR CLAIM BETWEEN OR AMONG THEM, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR RELATED THERETO, INCLUDING WITHOUT LIMITATION ANY CLAIM BASED ON OR ARISING FROM AN ALLEGED TORT OR STATUTORY VIOLATION, BE HEARD OR DECIDED BY A JURY IN A TRIAL.

17. Miscellaneous.

17.1. No Authority. No party shall have any authority to assume, incur or create any liability or obligation on behalf of or in the name of the other party or to contract for or bind the other party in any way.

17.2. Independent Contractors. The relationship between the parties is that of independent contractors. Each party shall act as an independent contractor and not as a partner, joint venturer or agent of the other party. This Agreement shall not establish or be construed as establishing an agency, joint venture, or employer/employee relationship between Client and Invictus or that of a partnership

17.3. Entire Agreement; Modifications. This Agreement, together with the Order and any Appendices and Exhibits thereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof and shall supersede and merge all prior and contemporaneous communications, agreements, understandings, undertakings and obligations with respect to the subject matter hereof, whether oral or written, unless the parties have entered into a separate definitive written agreement with respect to the subject matter hereof which has been signed by the authorized representative(s) of each party. No modification of this Agreement, or any Appendix hereto, shall be binding on either party unless it is in writing and signed by both parties. The Parties may agree to modify any Order to include additional free or paid services at any time so long as it is done through a writing signed by both parties. In the event of any conflict or inconsistency between the Order and these Standard Terms or any Appendix or Exhibit to the Order to these Standard Terms shall prevail. In the event of any conflict or inconsistency between the Special Terms, if any, attached to the Order and these Standard Terms, the terms and conditions of such Special Terms shall prevail. Notwithstanding the foregoing, the Agreement does not supersede or replace the any confidentiality or non-disclosure agreement between the parties, which shall remain in effect.

17.4. Notice. All notices required to be given under this Agreement shall be in writing and shall be effective when received or, if delivery is not accomplished by reason of some fault of the addressee, when tendered, and shall only be transmitted by (i) personal delivery, (ii) registered or certified mail, return receipt requested and postage prepaid, (iii) courier or delivery service, or (iv) e-mail, by a party to the other party at the other party's address as set forth in the Order, or to such other addresses as a party may from time to time notify the other party of in accordance with this Section, unless otherwise expressly provided in this Agreement.

17.5. Waiver. Any term or provision of this Agreement may be waived at any time by the party entitled to the benefit thereof in a writing executed by such party. No waiver by either party of any breach of, or of compliance with, any term or provision of this Agreement by the other party shall be considered a waiver of any other term or provision or of the same term or provision at another time. No failure or delay of either party to exercise any power or right given that party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom, practice or prior course of dealing of the parties at variance with the terms hereof, shall constitute a waiver of that party's right to demand exact compliance with the terms hereof.

17.6. Assignment. Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, whether voluntarily, involuntarily, or by operation of law, whether in whole or in part, to any Third Party. Any purported or attempted assignment, delegation or transfer in violation of this **Subsection 17.6** is void. Invictus may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or

performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, whether in whole or in part, to any other Person.

17.7. Interpretation. For purposes of this Agreement: (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; and (ii) the word "or" is not exclusive. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing such drafting. Each party hereto acknowledges and agrees that it and/or its counsel reviewed and negotiated the terms and provisions of this Agreement and has contributed to its revision. All captions, titles or section headings of this Agreement are for ease of reference only, shall not affect the interpretation or construction of any provisions of this Agreement, and shall not be deemed part of this Agreement. Any references requiring the consent or approval of a party shall require such consent in writing and signed by an authorized representative of such party. Unless the context otherwise requires, references in this Agreement to a statute means such statute as amended from time to time and includes any regulations promulgated thereunder. The rule of contract construction known as *ejusdem generis* as well as the rule of contract construction known as *contra proferentem* shall not apply to the construction or interpretation of this Agreement.

17.8. Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, shall confer upon any other Person any right, benefit or remedy under or by reason of this Agreement.

17.9. Responsibility for Authorized Users. Client shall be responsible for the compliance by its Authorized Users with the terms and conditions of this Agreement, and a noncompliance by an Authorized User with such terms and conditions will be deemed a breach by Client of this Agreement.

17.10. Successors. This Agreement and the obligations hereunder shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

17.11. Partial Invalidity. If any provision of this Agreement or the application thereof to any party or circumstances shall be declared void, illegal or unenforceable by a competent court of law, the remainder of this Agreement shall be valid and enforceable to the extent permitted by the governing law set forth under **Section 16.1** above. Such declaration shall not invalidate any other provision hereof, and this Agreement shall continue in full force and effect. The invalid provision shall be replaced by an appropriate provision, which to the extent permitted by such governing law comes closest to the parties` intent of what the parties would have agreed on, had they been aware of the invalidity or unenforceability, in order to meet the spirit and purpose of this Agreement.

17.12. Equitable Relief. Each party agrees that a breach or threatened breach by such party of any of its obligations under this Agreement would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, constructive trust, and any other relief that may be available from any court, without a requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

17.13. Force Majeure. No default, delay or failure to perform on the part of Invictus shall be considered a breach of this Agreement to the extent due entirely or proximately to a Force Majeure Event.

17.14. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of the original signed copy in hardcopy.

17.15. Changes to Standard Terms. Invictus reserves the right to change these Standard Terms at any time by posting changed terms on the Invictus website. Any changes made to these Standard Terms will apply to the Agreement between Invictus and Client for any Order received by Invictus from Client before the changes are made.

[End of Standard Terms and Conditions for the Prepared™ Communications Service]

Exhibit H

Flock Safety will provide a Technical Account Manager as part of their Premier Support Package.

What is a Technical Account Manager?

A Dedicated Expert to Maximize Your Agency's Impact

A Flock **Technical Account Manager (TAM)** is your agency's embedded technical partner, responsible for ensuring your technology is configured correctly, your team is fully trained, and your purchased products are delivering the operational outcomes you expect.

Your TAM works directly with Admins, Analysts, Training Leads, and power users to accelerate adoption, reduce technical friction, and ensure system health.

Why Agencies Invest in TAM Services?

- **Reduced risk:** Quarterly configuration audits, device health monitoring, and proactive workflow recommendations prevent downstream issues.
- **Accelerated outcomes:** Faster onboarding, faster training, and faster impact on crime reduction workflows.
- **Confidence in mission-critical technology:** TAMs ensure cameras, software, integrations, and alerts are properly configured and operating at peak performance.
- **Daily operational support:** Admins and power users get a trusted expert to answer technical questions and resolve issues without waiting in support queues.
- **Sustained adoption:** Continuous refreshers, enablement programs, and new-feature walk-throughs ensure staff stays current despite turnover and 24/7 operations.
- **Enhanced efficacy:** TAMs analyze how your agency uses Flock technology in real cases and provide guidance to strengthen workflows and to ensure the platform is being applied in the most effective ways to drive measurable impact.

A TAM helps your agency run safer, smarter, and more efficiently, every single day.

What Your TAM Provides

Technical Enablement & Training for Every User Group

- Customized training plans based on staffing structures and workflows
- End-user training (LPR, Enhanced LPR, OS RTCC, Flock 911, Audio Detection, DFR, Nova, Trailer)
- Admin configuration training
- Train-the-Trainer (TTT) program & optional certification
- Specialized trainings for CID, RTCC, Dispatch, Tactical Units
- On-site and virtual sessions tailored to shifts and agency schedules

Configuration & System Optimization

- Admin permissions + governance configuration
- Product configuration across all modules (LPR, Raven, Nova, etc.)
- Quarterly configuration audits and optimization recommendations
- Monthly device health monitoring and issue escalation

Ongoing Adoption & Workflow Improvement

- Monthly feature reviews + new workflow recommendations
- Quarterly training refreshers (on-site or virtual)
- Delivery of custom materials (slides, recordings, SOPs, checklists)

Technical Support & Case Management

- First line of support for Admin-level issues
- Hands-on troubleshooting + ticket deflection
- Coordination with Support/Engineering on bugs or escalations

Quarterly Technical Review Meetings

- Discuss opportunities to streamline investigative, real-time response, and analytical workflows based on observed usage and agency goals.
- Align on upcoming initiatives, training needs, deployments, and configuration changes for the next quarter.
- Assess device health, camera performance, integrations, and any recurring technical issues, with clear action items for optimization or escalation.
- Highlight newly released features and enhancements relevant to your agency, confirm adoption status, and identify opportunities to apply to agency operations.

June 16, 2026

Flock Retention and Data Sharing

Jeff Swoboda, Police Chief

Adam McCambridge, Asst. Chief

Questions for Council

1. Which Flock data retention option would Council like to move forward with?

2. Does Council want to restrict sharing Flock data with outside agencies?

Question #1 - Flock Data Retention

Does Council want to reduce the retention period for Flock data?

- 30 days (current retention)
- 21 days
- 14 days
- 7 days
- or any other retention period Council would like to consider

Retention

- How long the data is available and accessible in the cloud before it is deleted
- Once deleted, data is permanently removed for all users
- Retention period must be the same for FCPS and all outside agencies
- Set by contract and any changes would require a contract amendment with Flock

Flock Search Timelines

- **What impacts Flock search timelines?**
  - Delayed crime reporting
  - Interviews and follow-up
  - Cases develop over time

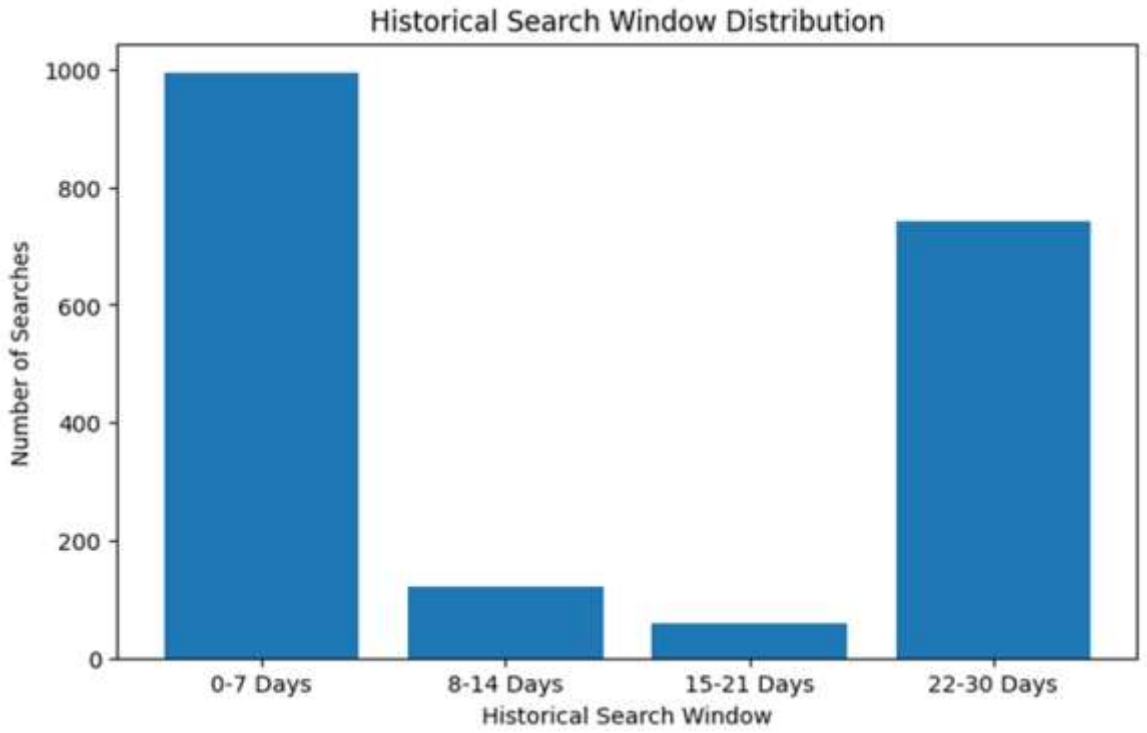
- **Patrol**
  - Immediate response to crimes in progress
  - Investigations tend to be shorter in duration

- **Detectives**
  - Case assignments is not always immediate
  - Investigations are more complex and develop over time

FCPS Agency Search Data

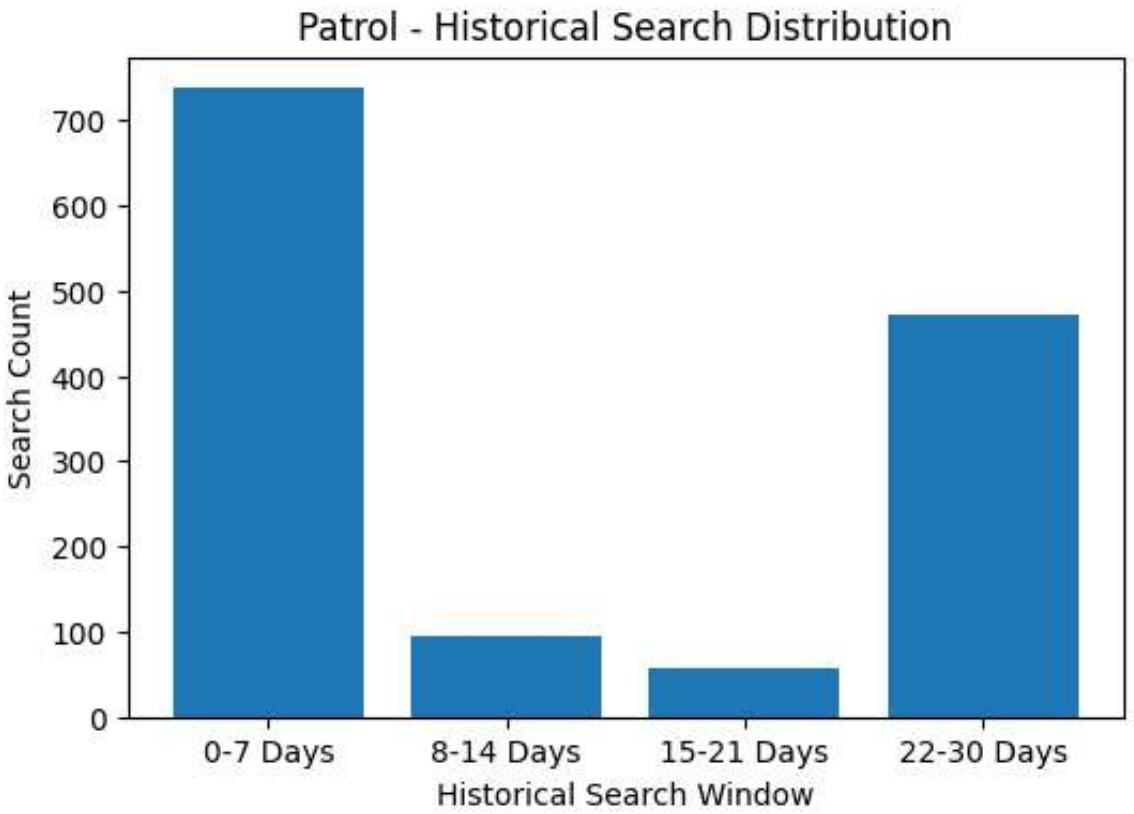
Lookback Window	Searches	% of Searches
0-7 Days	994	51.8%
8-14 Days	120	6.3%
15-21 Days	58	3.0%
22-30 Days	743	38.7%

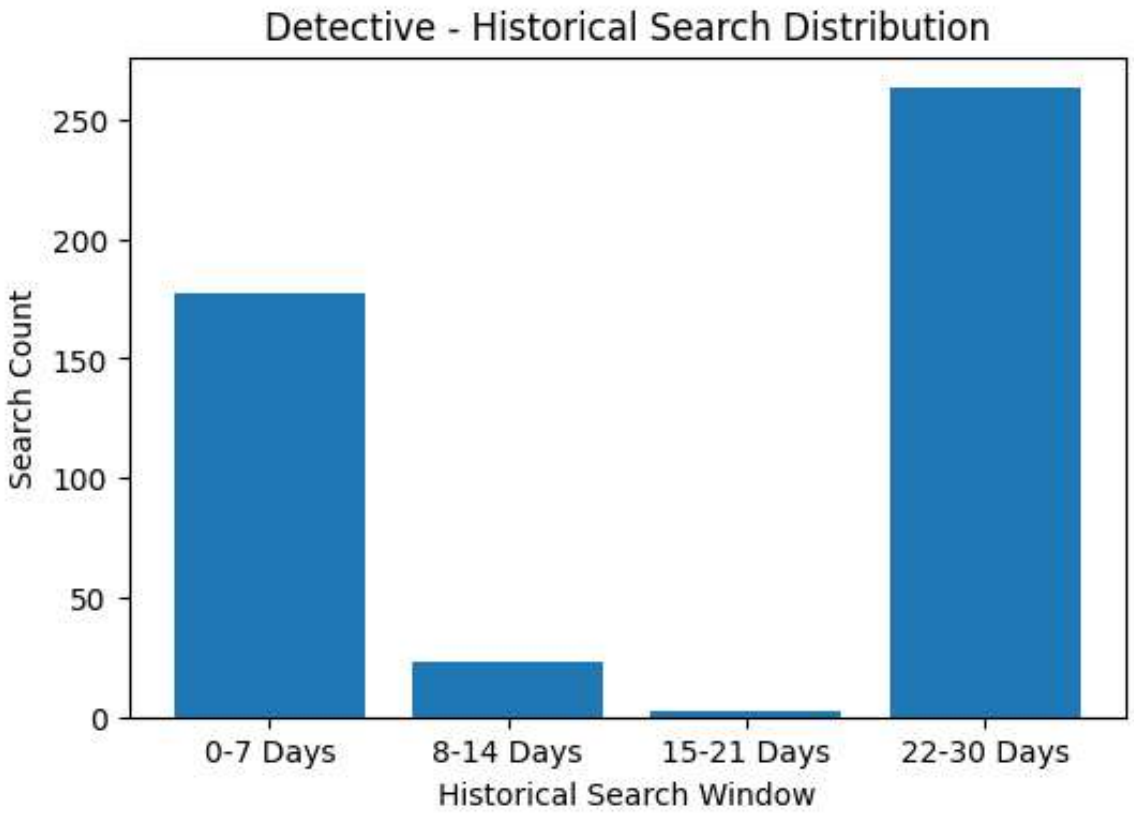
*Flock searches for April 20-May 20, 2026



* The days represent the age of the data searched

Search Data by Division





Question #2 - Data Sharing

- **Does Council want to restrict sharing Flock data with outside agencies?**

- **Considerations for restrictions:**
  - Currently share Flock data with only CO agencies
  - Further limit access by geographic region or specific agencies

  * Note, FCPS will update their current policy to state that outside agency access will be immediately removed if they share Flock data in violation of:
    - State Law- (e.g. Immigration, Reproductive/ Healthcare purposes), and
    - Other unauthorized searches

Questions for Council

1. Which Flock data retention option would Council like to move forward with?

2. Does Council want to restrict sharing Flock data with outside agencies?

Next Steps

- **Tonight**
  - Consider timeline for retention of Flock data before being deleted
  - Consider changes for data sharing

- **June 4th**
  - Council memo to outline Surveillance Policy scope, timing, and proposed community engagement approach

- **July 21st**
  - Resolution re: CRB and Audit logs/oversight

- **July 28th**
  - Council Work Session to review outline of Surveillance Policy

- **Nov-Dec**
  - Draft Surveillance Policy to Council
  - RFP will begin after Surveillance Policy is in place

- **March-April 2027**
  - Target for contract with the selected ALPR vendor

City of Fort Collins

Questions?