

Fort Collins City Council Agenda

Regular Meeting

6:00 p.m., Tuesday, December 3, 2024

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

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

NOTICE:

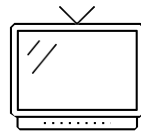
Regular meetings of the City Council are held on the 1st and 3rd Tuesdays of each month in the City Council Chambers. Meetings are conducted in a hybrid format, with a Zoom webinar in addition to the in person meeting in Council Chambers.

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

How to view this Meeting:



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



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



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



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

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

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

Comment in real time:

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



In person attendees can address the Council in the Chambers.

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



All speakers are required to sign up to speak using the online sign up system available at www.fcgov.com/agendas.

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

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

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

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

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

Call in number: 720 928 9299

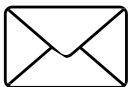
Meeting ID: 982 4141 6497

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

Submit written comments:



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



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

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

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



City Council Regular Meeting Agenda

December 3, 2024 at 6:00 PM

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

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

Carrie Daggett
City Attorney

Kelly DiMartino
City Manager

Delynn Coldiron
City Clerk

PROCLAMATIONS & PRESENTATIONS 5:00 PM

A) PROCLAMATIONS AND PRESENTATIONS

- [PP 1.](#) Declaring December 10, 2024 as Human Rights Day.
- [PP 2.](#) Declaring December 7, 2024 as CHSAA Championship Saturday.

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

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

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

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

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

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

H) PUBLIC COMMENT FOLLOW-UP

I) COUNCILMEMBER REMOVAL OF ITEMS FROM CONSENT CALENDAR FOR DISCUSSION

CONSENT CALENDAR

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

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

1. Consideration and Approval of the Minutes of the November 6, 2024 Special Meeting, November 19, 2024, Regular Meeting and November 26, 2024 Adjourned Meeting.

The purpose of this item is to approve the minutes of the November 6, 2024 Special meeting, November 19, 2024, Regular meeting and November 26, 2024 Adjourned meeting.

2. Second Reading of Ordinance No. 169, 2024, Appropriating Unanticipated 2024 Revenue in the Recreation Fund to Support Increased Recreation Expenses.

This Ordinance, unanimously adopted on First Reading on November 19, 2024, appropriates \$600,000 of unanticipated revenue in 2024 from the Recreation Fund to support expenses related to higher participation rates than anticipated during the 2023-2024 Budgeting for Outcomes cycle.

3. Second Reading of Ordinance No. 170, 2024, Making a Supplemental Appropriation of Additional Revenue Received by the Forestry Division to be used for Various Programs and Services.

This Ordinance, unanimously adopted on First Reading on November 19, 2024, appropriates \$73,902 in unanticipated revenue in 2024 received via various programs and services by the Forestry Division, Community Services.

4. Second Reading of Ordinance No. 171, 2024, Authorizing the Extension of the Contract Term with Otak, Inc. for the Power Trail and Harmony Road Grade Separated Crossing Project for Not More Than Ten Years.

This Ordinance, unanimously adopted on First Reading on November 19, 2024, extends the contract term with Otak, Inc. for the Power Trail and Harmony Road Grade Separated Crossing Project (the "Project") for a period greater than five years not to exceed a total of ten years.

5. First Reading of Ordinance No. 175, 2024, Appropriating Philanthropic Revenue Received by City Give for the Lincoln Center's Various Programs and Services as Designated by the Donors.

The purpose of this item is to request an appropriation of \$33,266.00 for the Lincoln Center in philanthropic revenue received by City Give. These charitable gifts are aligned with both the City's strategic priorities and the respective donors' designation.

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

6. First Reading of Ordinance No. 176, 2024, Making a Supplemental Appropriation of Additional Revenue and Appropriating Prior Year Reserves in the Self Insurance Fund for Unanticipated Insurance Expenses.

The purpose of this item is to request additional appropriation of \$462,711 in the City's Self Insurance Fund to be used for unanticipated increases in fourth quarter insurance premiums and various forecasted claim payments.

7. First Reading of Ordinance No. 177, 2024, Making a Supplemental Appropriation of Additional Revenue Received in the Benefits Fund for the City's Medical, Dental, and Life Insurance Plans.

The purpose of this item is to appropriate \$1,137,041 from unanticipated revenue collected in the Benefits Fund to cover Medical/Dental claims and various Life Insurance premium expenses that could potentially exceed 2024 budgeted appropriations.

The City's Benefits Plan is a self-funded health plan in which premiums collected from both employees and employers are recorded as revenue in the Benefits Fund to pay for plan administration, medical/dental claims, and insurance premiums. As such, this is a self-funded appropriation request requiring no use of reserves.

8. First Reading of Ordinance No. 178, 2024, Making a Supplemental Appropriation of Funds Received from the Edward Byrne Memorial Justice Assistance Grant Program for Fort Collins Police Services.

The purpose of this item is to support Fort Collins Police Services in work performed as a member of the Northern Colorado Drug Task Force.

The Northern Colorado Drug Task Force is managed by Larimer County Sheriff Department, with both Fort Collins Police Services and Loveland Police being members. These member agencies support a broad range of activities to prevent and control drug-related crimes.

In 2022, Larimer County applied for and was awarded \$53,616 through the Edward Byrne Memorial Justice Assistance Grant (JAG) program in support of operating the Northern Colorado Drug Task Force (Attachment 3). In 2024, the City of Fort Collins, City of Loveland and Larimer County entered an intergovernmental agreement (Attachment 2), demonstrating the allocation of the \$53,616 awarded under JAG in support of the Northern Colorado Drug Task Force. Fort Collins Police Services received \$16,313. to support personnel costs and other operating costs directly attributed to the Northern Colorado Drug Task Force.

9. First Reading of Ordinance No. 179, 2024, Making Supplemental Appropriations of Prior Year Reserves and Unanticipated Revenue and Authorizing Transfers of Appropriations for the Licensing Permitting and Code Enforcement System.

An appropriation ordinance is being brought for Council consideration by Planning, Development, and Transportation Services to implement and modernize a new licensing, permitting, and code enforcement system. The existing funding for this project was originally allocated as part of the 2023/2024 Budget Cycle's 'Digital Transformation' initiative.

After an almost two-year procurement process, the City has selected Tyler Technologies (Tyler) as the 'Vendor of Choice' (VOC) and is currently in contract negotiation. This appropriation request will provide the anticipated funding needed for software deployment, testing, training, temporary staffing backfill and organizational change management.

The total amount being requested is approximately \$4M. This includes:

- Software as a Service 19-month Implementation
- Software as a Service two-year Subscription Costs
- City Staff Backfill for two-year Implementation
- Third Party Professional Implementation Services
- Change Management

With this appropriation, the project implementation will begin during the first quarter of 2025 and is anticipated be fully operational by Fall of 2026.

The new system is expected to modernize current business processes, improve efficiency, reduce errors, enhance customer experience, and save staff and customer time.

10. Items Relating to Amending Chapter 17 of City Code to Align with State Statutes.

A. First Reading of Ordinance No. 180, 2024, Amending Section 17-1 of the Code of the City of Fort Collins to Add Definitions of “Deadly Weapon” and “Firearm”.

B. First Reading of Ordinance No. 181, 2024, Amending Section 17-124(3) of the Code of the City of Fort Collins to Comport with State Law Regarding Disorderly Conduct.

C. First Reading of Ordinance No. 182, 2024, Amending Section 17-126(a)(4) of the Code of the City of Fort Collins to Remove the Phrase “Intended to Harass” and Amend “He or She” to “Them”.

The purpose of this item is to update the City Code in order to align with State statute and recent case law.

11. First Reading of Ordinance No. 183, 2024, Declaring a Portion of City-Owned Property at Schoolside Park as Public Right of Way.

The purpose of this item is to declare 0.141 acres (the “ROW Parcel”), more or less, being a portion of City property presently known as Schoolside Park as public right of way for South Timberline Road and related improvements, including public utilities, pedestrian, transit, and bicycle access and improvements, and landscaping.

The ROW Parcel was part of the Timberline Road Widening Project, which was completed earlier this year. It is now necessary to file formal documentation declaring the ROW Parcel as a public right of way because the approval of Schoolside Park, which is currently in the final phase of the Building Development Review process, requires that this right-of-way be declared.

12. First Reading of Ordinance No. 184, 2024, Authorizing the Conveyance of a Permanent Waterline Easement on Cathy Fromme Prairie Natural Area to the Fort Collins-Loveland Water District.

The purpose of this item is to seek authorization to approve the conveyance of a permanent waterline easement to Fort Collins-Loveland Water District (FCLWD) on 0.089 acres in the southwestern corner of Cathy Fromme Prairie Natural Area. FCLWD intends to construct a six million (6,000,000) gallon tank on Larimer County’s landfill property and a 30” feeder waterline to increase reliability and resilience of FCLWD’s existing facilities. The 30” waterline will run east from the new tank and connect in with an existing 36” waterline that runs north-south along Cathy Fromme’s western boundary. The project has been processed through Fort Collins’ 1041 permit procedures and was issued a Finding of No Significant Impact (FONSI).

13. First Reading of Ordinance No. 185, 2024, Adopting the 2025 Larimer County Regional Transportation Capital Expansion Fee Schedule.

The purpose of this item is to adopt the 2025 Larimer County Regional Transportation Capital Expansion Fee Schedule.

14. First Reading of Ordinance No. 186, 2024, Appropriating Prior Year Reserves in the Water Fund and the Wastewater Fund for the Transfer of Fleet Vehicles Between the Water and Wastewater Utilities.

The purpose of this item is to appropriate prior year reserves in the Water and Wastewater Funds to purchase fleet equipment at fair market value between Operational Divisions of the Water Field Operations Department.

15. Resolution 2024-138 Authorizing the Execution of Intergovernmental Agreements Between the City of Fort Collins and the Fort Collins-Loveland Water District for the Purchase of Water Service for the Future Schoolside Park Property.

The purpose of this item is to authorize the City Manager to sign agreements between the City and the Fort Collins-Loveland Water District (FCLWD) for the purchase of two water taps for the future Schoolside Park property. Appropriated funds from 2023 and 2024 BFO cycles have been budgeted for the purchase a 1 1/2" irrigation water tap and a 3/4" commercial water tap from the FCLWD for the future Schoolside Park Project on South Timberline Road. FCLWD is the only available water provider for this park site.

16. Resolution 2024-139 Appointing One Board Member to the Boxelder Basin Regional Stormwater Authority Board of Directors as the City and County Jointly Selected Board Director.

The purpose of this item is to consider making one joint appointment to the Board of Directors of the Boxelder Basin Regional Stormwater Authority.

17. Resolution 2024-140 Adopting Findings of Fact in Support of the City Council’s Decision Overturning the Historic Preservation Commission Denial of a Certificate of Appropriateness to Replace Upper Story Windows on the Fort Collins Landmark at 201 Linden Street.

The purpose of this item is to make findings of fact and conclusions regarding City Council’s decision at the November 19, 2024, 201 Linden Street appeal hearing overturning the Historic Preservation Commission (“Commission”) denial of a certificate of appropriateness to allow the replacement of the upper story windows on the historic landmark at 201 Linden Street (the "Property"). The City Council concluded the Commission failed to properly interpret and apply the U.S. Secretary of the Interior’s *Standards for the Treatment of Historic Properties* and the Old Town Historic District Design Standards and thereby overturned the Commission’s August 21, 2024, denial of a certificate of appropriateness.

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**
- 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.

18. Items Related to Amending City Code to Adjust the Following Fees: Capital Expansion Fees; Transportation Expansion Fee; Electric Capacity Fee; and Stormwater Plant Investment Fee.

A. Second Reading of Ordinance No. 172, 2024, Amending Chapter 7.5 of the Code of the City of Fort Collins to revise the Capital Expansion Fees and Transportation Expansion Fee.

B. Second Reading of Ordinance No. 173, 2024, Amending Chapter 26 of the Code of the City of Fort Collins Regarding Calculation and Collection of Development Fees Imposed for the Construction of New or Modified Electric Service Connections.

C. Second Reading of Ordinance No. 174, 2024, Amending Chapter 26 of the Code of the City of Fort Collins to Revise Stormwater Plant Investment Fees.

Ordinance No. 172 was adopted by a 6-1 (Nay: Ohlson) vote on First Reading and Ordinances No. 173 and 174, 2024 were unanimously adopted on First Reading on November 19, 2024. The Ordinances make adjustments effective January 1, 2025, associated with the City's Capital Expansion Fees, Transportation Expansion Fees, Electric Capacity Fees and Stormwater Plant Investment Fees. Along with updating Electric Capacity Fee tables in City Code, staff is proposing language clarifications related to costs included in the fee calculation.

On First Reading, Council approved inflation-based increases (presented as Alternative #2) in Ordinance No. 172, and asked staff to present information at a future work session about exploration of ways to approach future Impact Fee calculations and the City's policies and programs regarding Impact Fees and housing affordability.

After First Reading of Ordinance No. 172, 2024, three typographical errors were discovered in Sections 7.5-28, Section 7.5-29 and Section 7.5-32 (Sections 3, 4, and 7 of the Ordinance). The corrections are shown on the Ordinance for Second Reading.

19. Resolution 2024-141, Approving a Three-Year Collective Bargaining Agreement with the Northern Colorado Lodge #3 of the Fraternal Order of Police.

The purpose of this item is to approve a bargaining agreement between the City and the Northern Colorado Lodge #3, Colorado Fraternal Order of Police (FOP), and authorize execution of such agreement. The City and the FOP, using an Interest Based Bargaining (IBB) approach, engaged in negotiations regarding the terms and conditions of a possible bargaining agreement for 2025, 2026, and 2027. City staff and the FOP have tentatively reached an agreement. Fraternal Order of Police members plan to vote to ratify the proposed contract on December 2, 2024, and staff will provide the Council with those results.

20. First Reading of Ordinance No. 187, 2024, Amending Section 2-596 of the Code of the City of Fort Collins and Setting the Salary of the City Manager.

The purpose of this item is to amend City Code to establish the 2025 salary of the City Manager. Council met in executive session on November 26, 2024, to conduct the performance review of Kelly DiMartino, City Manager, and to consider the salary market analysis for this position.

21. Items Relating to the Salary and Employment Agreement of the Chief Judge.

A. First Reading of Ordinance No. 188, 2024, Amending Section 2-606 of the Code of the City of Fort Collins and Setting the Salary of the Chief Judge.

B. Resolution 2024-142 Authorizing the Third Addendum to Chief Judge Jill Hueser's Employment Agreement and Appointing Her to a New Two-Year Term.

The purpose of these items is to amend City Code to establish the 2025 compensation of the Chief Judge and to create a new two-year term for her employment. Council met in executive session on November 26, 2024, to conduct the performance review of Jill Hueser, Chief Judge, and to consider the salary market analysis for this position.

22. First Reading of Ordinance No. 189, 2024, Amending Section 2-581 of the Code of the City of Fort Collins and Setting the Salary of the City Attorney.

The purpose of this item is to amend City Code to establish the 2025 compensation of the City Attorney. Council met in executive session on November 26, 2024, to conduct the performance review of Carrie Daggett, City Attorney and to consider the salary market analysis for this position.

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.

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File Attachments for Item:

PP 1. Declaring December 10, 2024 as Human Rights Day.



PROCLAMATION

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

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

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

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

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

NOW, THEREFORE, I, Jeni Arndt, Mayor of the City of Fort Collins, do hereby proclaim December 10, 2024, as

HUMAN RIGHTS DAY

in the city of Fort Collins and hereby encourage all residents, businesses, and institutions to recognize Human Rights Day 2024 by observing our nation’s Bill of Rights and pledging to uphold the universal principles of liberty and justice that define our dreams and shape our hopes as we face the challenges of a new era.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Fort Collins this 3rd day of December, 2024.

Mayor

ATTEST:

City Clerk

File Attachments for Item:

PP 2. Declaring December 7, 2024 as CHSAA Championship Saturday.



PROCLAMATION

WHEREAS, the Colorado High School Activities Association (CHSAA) will stage three state championship football games at Canvas Stadium in Fort Collins for the second-annual Championship Saturday event presented by Canvas Credit Union; and

WHEREAS, Championship Saturday will be a benefit to the entire Fort Collins community, offering an opportunity for individuals both local and from throughout the state to come together and celebrate; and

WHEREAS, CHSAA was founded in 1921 and includes 417 schools, with 369 high schools, 50 middle and junior high schools: and

WHEREAS, CHSAA provides educational and extracurricular activities to any and all students, offering a wide range of opportunities for high school youth; and

WHEREAS, CHSAA students representing schools have a consistent, strong track record of success and that success extends beyond the classroom and into athletics and other activities; and

WHEREAS, Canvas Credit Union was founded in 1938, and since its founding 86 years ago the credit union has continued to invest in the communities it serves and has become a Front Range leader known for its heart; and

WHEREAS, Championship Saturday presented by Canvas Credit Union displays the strong and growing partnership between CHSAA and Canvas, reflecting their shared dedication to supporting the health and social and emotional well-being of Colorado’s students through enriching activities.

NOW, THEREFORE, I, Jeni Arndt, Mayor of the City of Fort Collins, do hereby proclaim the 7th day of December, 2024 as,

CHAMPIONSHIP SATURDAY PRESENTED BY CANVAS CREDIT UNION

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Fort Collins this 3rd day of December, 2024.

Mayor

ATTEST:

City Clerk

File Attachments for Item:

1. Consideration and Approval of the Minutes of the November 6, 2024 Special Meeting, November 19, 2024, Regular Meeting and November 26, 2024 Adjourned Meeting.

The purpose of this item is to approve the minutes of the November 6, 2024 Special meeting, November 19, 2024, Regular meeting and November 26, 2024 Adjourned meeting.

December 3, 2024



AGENDA ITEM SUMMARY

City Council

STAFF

Delynn Coldiron, City Clerk

SUBJECT

Consideration and Approval of the Minutes of the November 6, 2024 Special Meeting, November 19, 2024, Regular Meeting and November 26, 2024 Adjourned Meeting.

EXECUTIVE SUMMARY

The purpose of this item is to approve the minutes of the November 6, 2024 Special meeting, November 19, 2024, Regular meeting and November 26, 2024 Adjourned meeting.

STAFF RECOMMENDATION

Staff recommends approval of the minutes.

ATTACHMENTS

1. Draft Minutes, November 6, 2024
2. Draft Minutes, November 19, 2024
3. Draft Minutes, November 26, 2024

COUNCIL OF THE CITY OF FORT COLLINS, COLORADO

Council-Manager Form of Government

Special Meeting – 6:00 PM

A) CALL MEETING TO ORDER

Mayor Jeni Arndt called the meeting to order at 6:00 p.m. in the City Council Chambers at 300 Laporte Avenue, Fort Collins, Colorado.

B) PLEDGE OF ALLEGIANCE

C) ROLL CALL

PRESENT

Mayor Jeni Arndt
Mayor Pro Tem Emily Francis
Councilmember Susan Gutowsky
Councilmember Kelly Ohlson
Councilmember Melanie Potyondy
Councilmember Tricia Canonico

ABSENT

Councilmember Julie Pignataro

STAFF PRESENT

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

D) CONSIDERATION OF ITEMS IDENTIFIED IN THE CALL OF SPECIAL MEETING

1. Fort Collins Rescue Mission Development Plan Appeals.

Mayor Arndt outlined the meeting agenda noting there are two appeals that will be heard, the Bradberry/Mendoza appeal and the Jones appeal.

City Attorney Daggett outlined the appeal process.

STAFF INTRODUCTION

Kim Meyer, Interim Director of Community Development and Neighborhood Services, discussed the proposed Rescue Mission location and Service Commercial (CS) zoning, which includes a homeless shelter as a permitted use. Meyer also outlined the previously approved infrastructure plan and discussed the site plan for the proposed project.

Meyer discussed the Mendoza appeal which alleged the Planning and Zoning Commission failed to conduct a fair hearing and considered evidence which was grossly misleading or substantially false. Additionally, the appeal cites several Land Use Code sections related to applicability in terms of parking requirements, environmental impact, operational and physical compatibility standards, and the permitted use itself. Meyer stated the Jones appeal also alleges an error in a failure to properly

interpret and apply the Land Use Code related to building and project compatibility, purpose operational and physical compatibility standards, and the definition of compatibility. Item 1.

Meyer stated many of the comments that were received related to concerns about social and behavioral problems, possible expansion in the number of beds, and negative impacts to the neighborhood.

COUNCIL DISCLOSURES

Mayor Pro Tem Francis noted her previous job entailed advising her employees on how to support residents in gathering signatures for their objection to the site, which was before a developer was in place and the site was being considered before the Homeless Advisory Council; however, she did not believe that to be a conflict of interest.

Councilmember Potyondy stated she made an informal visit to the site when she was on a ride along with the HOPE team during which she noted the topography of the site.

Councilmember Gutowsky stated she visited the site and observed the perimeter of the property and surrounding buildings.

Councilmember Ohlson stated he did an informal walk of the property a couple years ago related to the stormwater issue.

Mayor Arndt stated she has driven past the site.

The following individuals identified themselves as parties in interest: Debbie Bradberry, Rebecca Mendoza, Troy Jones, Gregory Lieb, Charlie Messerlian, and Claire Havelda.

Mayor Arndt outlined the time allotments for presentations and rebuttals.

PROCEDURAL ISSUES

Mayor Arndt stated the Bradberry/Mendoza notice of appeal includes new evidence not related to the fair hearing issue: references to a Coloradoan article, a California report about homelessness, and four photos, all of which appear not to be allowable under City Code. No Councilmembers or parties in interest objected to the evidence not being admitted and it was therefore disregarded.

Claire Havelda, attorney representing the applicant, stated she only prepared one response and asked if she should bifurcate that given Council's decision to hear each appeal separately.

Councilmember Canonico asked when the parties in interest were notified of the procedural component. City Attorney Daggett replied parties have been made aware the Mayor will set allocations during the hearing and allow for a time to evaluate whether a different tactic is preferred. City Clerk Coldiron stated the Clerk's Office sent out two emails regarding the typical time allotments, but did not discuss whether the appeals would be combined. Once Council opted to hear the appeals separately, an email was sent to the parties in interest today.

Councilmembers and parties in interest discussed the best way to allot time for the hearing.

(Clerk's Note: The Council took a brief recess at this point in the meeting.)

Mayor Arndt stated the appeal presentations will be combined, and the appellants will be allowed 40 minutes total with additional time for Spanish interpretation.

Troy Jones, appellant, outlined the Land Use Code provisions that he stated were not properly interpreted: applicability standards, building and project compatibility purpose statement, operational and physical compatibility standards, and the definition of compatible. He provided quotes from the development team that were made at the Planning and Zoning Commission and discussed possible unintended negative consequences for the neighborhood.

Havelda objected to a slide in Jones' presentation related to the number of households and businesses within a radius of the proposed facility as being new evidence. City Attorney Daggett noted the presentation was received yesterday and posted online and stated any issues related to new evidence are subject to Council's determination tonight.

Jones withdrew the slide. He discussed living in the neighborhood as a child and commented on the North College Neighborhood Plan which cautions against the negative effects of concentrating tax exempt and social service uses in one area of the city. Jones stated the Fort Collins Rescue Mission can lessen the impact on this neighborhood by leaving its current shelters open and limiting the number of beds to 41 at the new facility in order to meet compatibility requirements. Additionally, Jones noted the federal grant application for the project stated 200 beds and the project submittal stated, 'over 200 beds,' but not 250.

Jones argued the Planning and Zoning Commission did not properly consider operational compatibility and intensity of use and stated all Land Use Code provisions must be met, including the purpose statement. Jones suggested the fact that the Rescue Mission accepts guests who are under the influence of drugs and alcohol will increase the demand for those substances just off the shelter's property.

Rebecca Mendoza expressed concern about the low number of parking spaces and traffic management plan proposed for the development. She discussed the prevalence of car camping among the unhoused population.

(Clerk's note: - Testimony by Rebecca Mendoza was received by Council through a Spanish interpreter)

Havelda objected to information about car camping as it was deemed inadmissible evidence.

Mendoza opposed the alternative compliance approach that was used to determine parking requirements and advocated for a local parking and traffic study tailored to the unique circumstances of Fort Collins. Mendoza also expressed concern that many of the shelter guests are in a state of 'fight or flight' and could have mental issues that make them unable to understand and follow rules. She also expressed concern about the number of pedestrian trips per day through the area neighborhoods and about the potential for guests to use drugs and alcohol in areas outside the shelter.

Mendoza outlined compatibility concerns related to noise and light and stated her neighborhood is already overburdened with these types of uses. She suggested compatibility could only be achieved by having the existing shelter and winter overflow shelter remain in use and having a 41-bed facility in this location. Mendoza also discussed concerns related to massing and stated there was no true community outreach.

Debbie Bradberry concurred a shelter is needed in Fort Collins but expressed concern about the proposed location. She discussed safety issues that are already occurring without the shelter, and stated there is no other location in Colorado in which a men's shelter is located this close to so many residences. Bradberry also expressed concern that any individual turned away from the shelter will go into the neighborhoods.

Bradberry asked how it can be assured that the shelter will not expand beyond 250 beds and expressed concern about the low number of parking spaces provided stating overflow parking will spill into the neighborhoods. Bradberry additionally expressed concern about the existing fencing which is planned to remain citing an incident in which an individual jumped the fence while being pursued by a police officer. Bradberry stated the neighbors have not been taken into consideration in this process and do not feel they have been considered.

APPLICANT PRESENTATION

Claire Havelda clarified this application is not for an overflow shelter and there was never an intent to have 500 beds, and there will never be more than 250 beds. She stated the appellants are asking Council to regulate future speculative behavior through the Land Use Code, and laws that are violated are regulated through police powers, not the Land Use Code. Havelda stated experiencing homelessness is not a crime, nor is dealing with mental health issues.

Havelda discussed case law that provides direction to quasi-judicial governing bodies related to interpreting statutes and codes. She stated codes must be read as a whole, giving consistent and harmonious sensible effects to all their parts. Havelda outlined the Code requirements applicable to this site and the Service Commercial zone district. She also noted that when Council adopted a zoning ordinance in 2020 which created the Mobile Home district, which includes the Hickory Mobile Home Park, it specifically found that the Mobile Home district was compatible with existing and proposed uses surrounding the subject property.

Havelda noted there is an expert report in the application materials related to traffic and parking and the expert has been clear that the increase in beds from 200 did not impact the outcome of the traffic study. In terms of parking, Havelda noted there is no Code provision that discusses the parking requirements of a shelter; therefore, alternative compliance must be used. Additionally, she noted people will not be allowed to live in their vehicles in the parking lot of the shelter.

In terms of environmental components, Havelda noted the natural habitat zone was moved to the adjacent site in large part to protect the natural habitat buffer. She stated there is evidence in the record related to how the project meets applicable environmental requirements.

Havelda discussed the project's compatibility with the North College Corridor Plan and stated any nuisance issues related to noise, or other concerns are addressed through the nuisance code, not the Land Use Code. In terms of the allegations related to trash pickup and deliveries, Havelda noted any regulation would need to apply to all commercial businesses in the area. Havelda discussed the testimony provided by Police Chief Swoboda which emphasized that Police Services is well equipped to handle any issue throughout the city and that they have a good working relationship with the Rescue Mission.

Havelda commented on the proposed condition of the Jones appeal to limit the number of beds to under 250. She stated there is no evidence that this is appropriate and stated speculation and fearmongering are not evidence. Additionally, Havelda stated there is no evidence in the record to support speculation that people experiencing homelessness commit more crimes than anyone else in any other zone district. She noted the Rescue Mission would become ineligible for over \$1.5 million in funding upon which it is relying if there is a condition imposed to reduce the number of beds below 250.

Mendoza objected to Havelda's mentioning of the 500 beds. City Attorney Daggett encouraged the appellants to bring up those types of issues during the rebuttal period.

Havelda questioned whether there is Code criteria or precedent for a condition regarding additional security patrol. She highlighted the goal of the Housing Strategic Plan that everyone be able to access safe and stable housing they can afford. She stated the Fort Collins Rescue Mission has met or

exceeded the stated Municipal Code, Land Use Code, subarea plan, Housing Advisory Committee recommendations, and policy requirements in its application. She requested the appeals be denied and the decision of the Planning and Zoning Commission be upheld.

APPELLANT REBUTTAL

Jones questioned where the 500-bed number originated and stated his appeal never included that information. He stated the applicants were utilizing a 200-bed number up until the 11th hour when the 250-bed number was presented. Additionally, he stated his appeal did not include any information as to this being an overflow shelter nor did it refer to homelessness as being a crime. Jones stated the appeal relates to the impact of 250 people being added to the area and argues that the appropriate number of beds is 41 in order to be compatible.

Charlie Messerlian stated Jones' argument is clear and questioned where guests with vehicles are going to go when they get turned away. He stated there was already a 'bait and switch' to go from 200 beds to 250 and questioned what measures are in place to ensure the count does not go higher. Messerlian discussed confrontations he has at his business and stated that is not speculative, but factual. He argued Council should not consider whether decreasing the number of beds would inhibit the project's funding and stated he will proceed to court if the appeals are denied.

Mendoza stated the 500 bed number was taken from a Coloradoan article that was not allowed to be admitted into evidence per Havelda's objection and questioned why Havelda was allowed to comment on the number several times during her presentation. Additionally, Mendoza stated evidence has not been provided to show the absence of risk of the project. She requested statistics related to the number of homeless people removed by police who are camping, and the number of police calls received related to homeless individuals.

Bradberry asked if there will be any additional officers assigned to the homeless unit and stated 500 beds were mentioned in 2022. She suggested more parking spaces should be added to accommodate guests who may have vehicles.

Mendoza questioned whether this process is fair, just, or impartial, and requested Council consider equity and transparency in its decision.

Jones noted this property, while not in a residential zone, is within a 3-minute walk of hundreds of mobile homes, and the Land Use Code applies for their protection as well.

Messerlian stated he asked a commercial insurance provider who would be liable for any incidents that may occur because of this facility and was told that any approving body would be included in those who would be liable.

Mendoza commented on a situation in which a homeless individual physically abused a child on a bus.

Quinn Haffen, Fort Collins Bike Co-op, stated this area is an already under-resourced and vulnerable neighborhood and stated the argument is not that homeless individuals should not be part of the community, but rather that more affluent neighborhoods should also be carrying some of the weight.

APPLICANT REBUTTAL

Havelda stated the appellants are presenting conflicting statements and the argument that it is only a matter of time before something terrible happens can only be believed if experiencing homelessness makes a homogenous group of individuals who are criminals who will engage in criminal behavior.

She questioned what evidence points to 41 beds being the correct number and stated the evidence in the record supports 250 beds, which is what was approved by the Planning and Zoning Commission.

Havelda noted there is no Code requirement related to proving there would be no negative impact of the shelter use and stated the narrative of the appellants has been to hold this project to a higher standard than any other project, which does not comport with due process or equal protection.

(Secretary's Note: The Council took a brief recess at this point in the meeting.)

COUNCIL QUESTIONS

Mayor Pro Tem Francis thanked all parties involved and asked how the City interprets compatibility. Clay Frickey, Planning Manager, replied compatibility involves the list of permitted uses which implicitly suggests the uses are compatible from a use perspective. Additionally, compatibility also includes the listed items such as massing and scale, among others. Frickey noted the behavioral issues are outside the purview of the Land Use Code. He stated operational compatibility includes things such as odor and noise.

Mayor Pro Tem Francis noted this is a nearly 42,000 square foot facility which abuts mobile home parks and questioned how compatibility with bulk, height, and scale was determined. Frickey replied the staff report notes the eclectic nature of buildings within the North College corridor which includes 4-story buildings near Jerome and Suniga, strip mall buildings, grocery stores, as well as single-story, single-unit homes. He noted one of the purposes of this zone district is to provide a transition from the auto-oriented North College corridor to the abutting residential zone districts, which is why there is a height limitation of three stories. Frickey noted there are standards related to different methods of breaking down the bulk and mass of a building.

Mayor Pro Tem Francis noted the North College Corridor Plan specifically cautions against concentrating services and asked how the subarea plan is being considered in the application of the Land Use Code. Frickey replied that the subarea plan is referenced in the staff report which does include a statement regarding the concentration of services being a challenge for the corridor; however, the subarea plan provides no specific policy statements on addressing the issue. Additionally, the Land Use Code does not speak to the issue either.

Mayor Pro Tem Francis stated it would be helpful to address how the vision pieces of the subarea plan and Land Use Code were taken into consideration. Frickey replied there are different elements of the plan that meet the vision, including the architectural vision of eclectic building types; however, it is difficult to ensure a project meets every statement of a subarea plan.

Councilmember Ohlson asked how many modifications of standard were requested and how many were approved by the Planning and Zoning Commission. Frickey replied there were no requested modifications.

Mayor Pro Tem Francis asked how the 250-bed number can be guaranteed as the cap. Frickey replied those metrics are recorded on the final plan and any request for additional beds would require a development review amendment process.

Councilmember Gutowsky requested the applicant address the feasibility of keeping the existing shelter and overflow shelter in operation and having this building only house 41 beds. Seth Forwood, Fort Collins Rescue Mission, replied that the overflow facility was just approved by the Planning and Zoning Commission to exist in that capacity only for the next two years, which is one reason that idea would not be feasible. In terms of running three different shelter locations, Forwood stated there are several inefficiencies and that tactic would not be feasible with the existing budget and staffing. Additionally, Forwood stated the reason for this building is to create a shelter that adequately meets

the needs of people experiencing homelessness, and both the overflow shelter and existing shelter are grossly inadequate. The new building will also allow for rehousing services to be provided on an adequate scale.

COUNCIL DISCUSSION

Councilmember Potyondy stated this has been a difficult discussion as it centers around two vulnerable populations. She stated she would like the City to take a closer look at how the Land Use Code and subarea plans interact with one another as the North College Corridor Plan clearly elucidates there are concerns about consolidation of services in one part of town, which is a concern. Councilmember Potyondy concurred the applicant has met the Land Use Code requirements and noted the social component is not something on which guidance is provided; therefore, she stated the Planning and Zoning Commission did make a correct decision.

Councilmember Potyondy stated Council is hearing the concerns of the neighborhood and reiterated Council must consider how the Planning and Zoning Commission vetted the development plan and whether it did so correctly per the Land Use Code.

Mayor Arndt suggested Council first address the fair hearing question.

Councilmember Ohlson concurred this is a difficult situation given the vulnerable populations. He stated he frequently disagrees with the Planning and Zoning Commission's granting of multiple modifications of standard; however, he noted this project did not include any modifications and the Planning and Zoning Commission and staff found the project meets applicable Code requirements.

Councilmember Canonico concurred with the previous statements and noted Council has been tasked with ensuring compliance with the Code requirements.

Councilmember Gutowsky stated the North College business community is also a vulnerable population and stated her heart is with the populations that are going to be impacted; however, Council is charged with ensuring interpretations of the Land Use Code were accurate. She noted this is not an easy task for Council.

Mayor Pro Tem Francis stated one of the reasons she does not like appeals is because Council does not get to show up as representatives. She stated she believes this is one of the worst places for the shelter and area residents do not deserve this; however, staff and the Planning and Zoning Commission properly applied the Land Use Code.

Councilmember Ohlson made a motion, seconded by Councilmember Canonico, that Council find that the Planning and Zoning Commission conducted a fair hearing in its consideration of the Fort Collins Rescue Mission Development Plan, FDP230022, and further that the Council find the Mendoza/Bradberry appeal did establish with competent evidence in the record that the fair hearing allegation has merit and dismiss that allegation.

The motion carried, 6-0.

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

Nays: None.

Councilmember Ohlson made a motion, seconded by Councilmember Canonico, that Council find the Planning and Zoning Commission properly interpreted and applied the Land Use Code sections raised in the Mendoza/Bradberry appeal: 1.2.4 regarding applicability, 3.2.2(K) regarding parking requirements, 3.4.1 regarding environmental impact, 3.5.1(C) regarding

compatibility of building height, mass, scale, and bulk, 3.5.1(J) regarding operational and physical compatibility standards, and 4.2.2(B) regarding Service Commercial District permitted uses, in the Commission’s consideration of the Rescue Mission Development Plan, and that the Commission did properly interpret and apply the Land Use Code because of the comments expressed tonight by the City Council, and further to uphold the Planning and Zoning Commission’s approval of the Rescue Mission Development Plan, and that all allegations of the Mendoza/Bradberry appeal are hereby found to be without merit and dismissed.

The motion carried, 6-0.

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

Councilmember Ohlson made a motion, seconded by Councilmember Canonico, that Council find the Planning and Zoning Commission properly interpreted and applied the Land Use Code sections raised in the Jones appeal: 3.5.1(A) regarding purpose, 3.5.1(J) regarding operational and physical compatibility standards, 1.2.4 regarding applicability, and 5.1.2 regarding the definition of compatibility, in the Commission’s consideration of the Rescue Mission Development Plan, and that the Commission did properly interpret and apply the Land Use Code because of the comments expressed tonight by the City Council, and further to uphold the Planning and Zoning Commission’s approval of the Rescue Mission Development Plan, and that all allegations of the Jones appeal are hereby found to be without merit and dismissed.

The motion carried, 6-0.

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

E) ADJOURNMENT

There being no further business before the Council, the meeting was adjourned at 9:22 p.m.

Mayor

ATTEST:

City Clerk

November 19, 2024

COUNCIL OF THE CITY OF FORT COLLINS, COLORADO

Council-Manager Form of Government

Regular Meeting – 6:00 PM

**PROCLAMATIONS AND PRESENTATIONS
5:00 PM**

A) PROCLAMATIONS AND PRESENTATIONS

PP 1. **Declaring November 20, 2024 as GIS (Geographic Information System) Day.**

PP 2. **Declaring November 2024 as Thank a Business Month.**

PP 3. **Declaring November 2024 as Transgender Acceptance Month.**

Mayor Jeni Arndt presented the above proclamations at 5:00 p.m.

**REGULAR MEETING
6:00 PM**

B) CALL MEETING TO ORDER

Mayor Jeni Arndt 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 Jeni Arndt led the Pledge of Allegiance to the American Flag.

D) ROLL CALL

PRESENT

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

STAFF PRESENT

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

E) CITY MANAGER'S AGENDA REVIEW

Item 1.

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

- No changes to the published agenda.
- Recommending approval of the Consent Calendar, items 1-21, minus Item #8, *Second Reading of Ordinance No. 159, 2024, Making a Supplemental Appropriation and Authorizing Transfer of Appropriation for the Southeast Community Center Land Acquisition in Compliance with Approved Intergovernmental Agreement Between the City of Fort Collins, Poudre School District and Poudre Libraries*, which was recommended to be postponed indefinitely.
- Discussion items included:
 - Amending City Code to adjust Capital Expansion Fees, Transportation Expansion Fees, Electric Capacity Fees and Stormwater Plant Investment Fees; and
 - Appeal of the Historic Preservation Commission's Landmark Design Review Decision Denying Metal-Clad window replacement at 201 Linden Street.
- Other Business:
 - Motion to adjourn the meeting to November 26, 2024, to enter executive session to complete performance reviews for Council direct reports.

F) COMMUNITY REPORTS

None.

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

Kimberly Conner presented information on the situation in Gaza, specifically noting the United Nations has stated the United States is complicit in genocide and spoke in favor of a related ceasefire resolution.

Dr. Zach Shelton spoke in favor of community water fluoridation.

Dr. Allison Lesko spoke in favor of continuing water fluoridation.

Gregory Evans provided some history around water fluoridation in Fort Collins and discussed a report that was completed by an earlier City Council after a commissioned study. Evans stated this item has been well researched and requested Council read the executive summary from that study to help them make a decision.

George Grossman, Happy Lucky's Teahouse, spoke about the negative impacts of closing streets downtown for special events. Grossman stated the special event permit process is broken and should be examined to ensure local businesses are not impacted. Grossman stated there is no opportunity for small businesses to provide any feedback and there is no clear system for permit applicants or the City to communicate with small businesses. Grossman added that small business owners would like to help create an updated special events process to make things work for everyone.

Jerell Klaver, Salus Bath and Body, discussed the market event that was scheduled on November 30 which would have closed streets and negatively impacted downtown businesses. Klaver concurred an updated process is needed related to the special events permit process.

Alex Scott provided information regarding Gaza and the United Nations report and spoke in support of a ceasefire resolution.

Dr. Tyler Whiting discussed the detriments of removing fluoride from drinking water and urged Council to maintain fluoridation.

John Zavada stated he is a veteran and a health and wellness professional and discussed the issue he is having related to finding employment. Zavada expressed interest in finding opportunities in adaptive sports and recreation and stated there is a gap related to adaptive recreation opportunities, especially for veterans, in Fort Collins and Northern Colorado.

Item 1.

Adam Hirshhorn discussed the services provided to Israel by Hewlett Packard and commented on a situation in Gaza.

Alan Jantzen, Silver Grill owner, thanked Council and City leadership for listening to the concerns of the downtown merchants related to the proposed November 30 event that would have closed downtown streets.

Elizabeth Hudetz expressed surprise the City is considering building another methane gas plant and questioned why Council would not ask for a second opinion related to the issue.

Dr. Jill Shonka spoke in favor of keeping fluoride in drinking water.

Dr. Jennifer Hargleroad spoke in favor of keeping fluoride in drinking water.

H) PUBLIC COMMENT FOLLOW-UP

Councilmember Ohlson stated Council is not planning to take any action related to changing the City's policies on fluoridation and noted there was a 2005 ballot issue related to keeping the practice.

Councilmember Potyondy echoed Councilmember Ohlson's comments and thanked staff for the information provided. She asked if Mr. Zavada has been contacted by staff. City Manager DiMartino replied in the affirmative.

Councilmember Canonico echoed the comments related to drinking water fluoridation of water and thanked those who spoke.

Mayor Arndt also echoed the comments related to drinking water fluoridation and confirmed no changes are planned.

I) COUNCILMEMBER REMOVAL OF ITEMS FROM CONSENT CALENDAR FOR DISCUSSION

None.

J) CONSENT CALENDAR

1. Consideration and Approval of the Minutes of the November 4, 2024 Regular Meeting.

The purpose of this item is to approve the minutes of November 4, 2024 Regular Meeting.

Approved.

2. **Second Reading of Ordinance No. 153, 2024, Adopting the 2025 Budget and Appropriating the Fort Collins Share of the 2025 Fiscal Year Operating and Capital Improvements Funds for the Northern Colorado Regional Airport.**

This Ordinance, unanimously adopted on November 4, 2024, adopts the 2025 budget for the Northern Colorado Regional Airport and appropriate Fort Collins' share of the 2025 fiscal year operating and capital funds for the Airport. Under the Amended and Restated Intergovernmental Agreement for the Joint Operation of the Airport between Fort Collins and Loveland (the "IGA"), the Airport is operated as a joint venture with each City owning 50% of the assets and revenues and responsible for 50% of the operating and capital costs. The proposed budget does not include any financial contributions from the City's General Fund. Because each City has an ownership interest in 50% of the Airport revenues, each City must appropriate its 50% share of the annual operating and capital budget for the Airport under the IGA.

Adopted on Second Reading.

3. **Second Reading of Ordinance No. 154, 2024, Approving the Fiscal Year 2025 Budget, and Being the Annual Appropriation Ordinance for the Fort Collins Downtown Development Authority Relating to the Annual Appropriations for Fiscal Year 2025, and Fixing the Mill Levy for the Downtown Development Authority for Property Taxes Payable Fiscal Year 2025.**

This Ordinance, unanimously adopted on First Reading on November 4, 2024, adopts the Downtown Development Authority ("DDA") Budget.

The following amounts will be appropriated:

<i>DDA Public/Private Investments & Programs</i>	<i>\$11,634,753</i>
<i>DDA Operations & Maintenance</i>	<i>\$1,556,393</i>
<i>Revolving Line of Credit Draws</i>	<i>\$9,000,000</i>
<i>DDA Debt Service Fund</i>	<i>\$9,431,611</i>

The Ordinance sets the 2025 Mill Levy for the Fort Collins DDA at five (5) mills, unchanged since tax year 2002. The adopted Budget becomes the Downtown Development Authority's financial plan for 2025.

Adopted on Second Reading.

4. **Second Reading of Ordinance No. 155, 2024, Appropriating Unanticipated Philanthropic Revenue Received by City Give for Various Programs and Services as Designated by the Donors.**

This Ordinance, unanimously adopted on November 4, 2024, appropriates \$36,605.83 in philanthropic revenue received by 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. Item 1.

Adopted on Second Reading.

5. **Second Reading of Ordinance No. 156, 2024, Appropriating Prior Year Reserves in the Transportation Services Fund for Snow Removal.**

This Ordinance, unanimously adopted on First Reading on November 45, 2024, appropriates prior year reserves to cover snow removal costs that have exceeded the 2024 budget. Overspend in the snow budget is driven by severe snowstorms that present unanticipated cold temperatures, ice, and higher volumes of snow.

Adopted on Second Reading.

6. **Second Reading of Ordinance No. 157, 2024, Authorizing Transfers of Appropriations for the Transfort West Elizabeth Enhanced Travel Corridor Project.**

This Ordinance, unanimously adopted on First Reading on November 19, 2024, transfers grant revenue and the corresponding local match for Transfort into the Capital Projects fund and to clarify the use of funds.

Adopted on Second Reading.

7. **Second Reading of Ordinance No. 158, 2024 Appropriating Prior Year Reserves in the Natural Areas Fund for the Purpose of Land Conservation Not Included in the 2024 Adopted City Budget.**

This Ordinance, unanimously adopted on First Reading, appropriates \$2,000,000 in prior year reserves in the Natural Areas Fund. These appropriations are for additional land conservation, for the Natural Areas Department.

Adopted on Second Reading.

8. **Second Reading of Ordinance No. 159, 2024, Making a Supplemental Appropriation and Authorizing Transfer of Appropriation for the Southeast Community Center Land Acquisition in Compliance with Approved Intergovernmental Agreement Between the City of Fort Collins, Poudre School District and Poudre Libraries.**

This Ordinance, unanimously adopted on First Reading on November 4, 2024, appropriates \$3,180,000 to execute the potential land acquisition as defined in the approved Intergovernmental Agreement with Poudre School District and Poudre Libraries related to the construction of a new Southeast Community Center.

Postponed Indefinitely.

9. **Items Relating to the Fort Colins Traffic Code Regarding Parking of Certain Vehicles.**

A. *Second Reading of Ordinance No. 160, 2024, Amending Fort Collins Traffic Code Section 1214 Regarding Parking of Certain Vehicles.*

B. *Second Reading of Ordinance No. 161, 2024, Amending Fort Collins Traffic Code Section 2002 Regarding Definitions.*

These Ordinances, unanimously adopted on November 4, 2024, expand the scope of Fort Collins Traffic Code (FCTC) Section 1214 to allow for City-wide enforcement. Currently FCTC Section

Adopted on Second Reading.

10. Second Reading of Ordinance No. 162, 2024, Adopting the 2025 Classified Employee Pay Plan.

This Ordinance, unanimously adopted on First Reading on November 4, 2024, recommends the 2025 City Classified Employee Pay Plan. On First Reading, Exhibit A to the Ordinance contained a mathematical error. A corrected Exhibit A is attached to the Ordinance for Second Reading. Classified jobs are grouped according to job functions, a business practice commonly used by both the public and private sectors. Pay ranges are developed by career group (management, professional, administrative, operations and trades) and level for each job function. The result of this work is a City Classified Employee Pay Plan which sets the minimum, midpoint, and maximum pay ranges for the level within each career group and function. Actual employee pay increases are awarded through a separate administrative process in accordance with the budgeted amount approved by Council.

Adopted on Second Reading.

11. Second Reading of Ordinance No. 163, 2024, Being the Annual Appropriation Ordinance Relating to the Annual Appropriations for Fiscal Year 2025; Adopting the Budget for the Fiscal Years Beginning January 1, 2025, and Ending December 31, 2026; and Fixing the Mill Levy for Property Taxes Payable in 2025.

This Ordinance, unanimously adopted on First Reading on November 4, 2024, sets the City Budget for the two-year period (2025-2026) which becomes the City's financial plan for the next two fiscal years. This Ordinance sets the amount of \$894,603,000 to be appropriated for fiscal year 2025. However, this appropriated amount does not include what is being budgeted and appropriated by separate Council/Board of Director actions to adopt the 2025 budget for the General Improvement District (GID) No. 1 of \$319,731, the 2025 budget for General Improvement District (GID) No. 15 (Skyview) of \$1,000, the Urban Renewal Authority (URA) 2025 budget of \$5,185,096 and the Downtown Development Authority 2025 budget of \$31,622,757. This results in the City-related total operating appropriation of \$931,731,584 in 2025.

On first reading, the Ordinance was adopted by the Council with two amendments that were provided for consideration with first reading.

This Ordinance also sets the 2025 City mill levy at 9.797 mills, unchanged since 1991.

Adopted on Second Reading.

12. Items Relating to 2025 Utility Rates and Programs.

A. Second Reading of Ordinance No. 164, 2024, Amending Chapter 26 of the Code of the City of Fort Collins to Revise Stormwater Rates, Fees and Charges.

B. Second Reading of Ordinance No. 165, 2024, Amending Chapter 26 of the Code of the City of Fort Collins to Revise Water Rates, Fees and Charges.

C. Second Reading of Ordinance No. 166, 2024, Amending Chapter 26 of the Code of the City of Fort Collins to Revise Wastewater Rates, Fees and Charges.

D. Second Reading of Ordinance No. 167, 2024, Amending Chapter 26 of the Code of the City of Fort Collins to Discontinue Electric Renewable Energy Source Programs.

E. Second Reading of Ordinance No. 168, 2024, Amending Chapter 26 of the Code of the City of Fort Collins to Revise Electric Rates, Fees, and Charges and Updating Related Rate Assistance Programs. Item 1.

This Ordinance, unanimously adopted on First Reading on November 4, 2024, proposes 2025 Utility Rates which align with the 2025 City Manager’s Recommended Budget. Monthly utility rates are proposed to increase 6.5% for electric customers, 7% for water customers, 6% for wastewater customers, and 6% for stormwater customers. Two utility programs are proposed to be eliminated at the end of 2024, including the Renewable Energy Source (Green Energy) Program and the Medical Assistance Program (MAP).

All Ordinances Adopted on Second Reading.

- 13. **First Reading of Ordinance No. 169, 2024, Appropriating Unanticipated 2024 Revenue in the Recreation Fund to Support Increased Recreation Expenses.**

The purpose of this item is to consider an appropriation of \$600,000 of unanticipated revenue in 2024 from the Recreation Fund to support expenses related to higher participation rates than anticipated during the 2023-2024 Budgeting for Outcomes cycle.

Adopted on First Reading.

- 14. **First Reading of Ordinance No. 170, 2024, Making a Supplemental Appropriation of Additional Revenue Received by the Forestry Division to be used for Various Programs and Services.**

The purpose of this item is to request an appropriation of \$73,902 in unanticipated revenue in 2024 received via various programs and services by the Forestry Division, Community Services.

Adopted on First Reading.

- 15. **First Reading of Ordinance No. 171, 2024, Authorizing the Extension of the Contract Term with Otak, Inc. for the Power Trail and Harmony Road Grade Separated Crossing Project for Not Fewer Than Five Years and Not More Than Ten Years.**

The purpose of this item is to seek authorization by ordinance to extend the contract term with Otak, Inc. for the Power Trail and Harmony Road Grade Separated Crossing Project (the “Project”) for a period greater than five years not to exceed a total of ten years.

Adopted on First Reading.

- 16. **Resolution 2024-132 Approving the 2025 Annual Plan and Proposed Budget for the Fort Collins Tourism Improvement District.**

The purpose of this item is to consider a resolution approving the Tourism Improvement District 2025 Budget and Annual Plan.

Adopted.

- 17. **Resolution 2024-133 Approving the 2025 Operating Plan and Proposed Budget of the Fort Collins Midtown Business Improvement District.**

The purpose of this item is to consider a Resolution approving the Midtown Business Improvement District 2025 Budget and Operating Plan.

Adopted.

18. **Resolution 2024-134 Approving an Exception to the Competitive Purchasing Process to Procure Professional Services from Hurricane Electric to Increase Internet Service Provider Capacity for Connexion Broadband.** Item 1.

A request for an exception to the use of a competitive bid process for the purchase of a five-year contract for Tier 1 Internet Service Provider Services (ISP). A five-year contract from Hurricane Electric is being brought forward for consideration. The alternative is contrary to the City's best interests for the following reasons:

- 1. Hurricane Electric is currently one of two ISPs providing Internet services for Connexion. Adding capacity to the existing service and proceeding with a five-year contract reduces the cost of each circuit from \$6,600 each to \$4,400 each for a total of \$8,800 per month. The contract also allows for additional capacity to be purchased at the same discounted rate.*
- 2. Hurricane Electric is the only Tier 1 ISP in Cheyenne, a Tier 1 ISP allows direct access to the Internet backbone without being dependent on other third-party providers.*
- 3. Hurricane Electric provides a divergent path towards Salt Lake City and away from Denver, which is where Connexion's other Tier 1 ISP resides, allowing true redundancy for Connexion services.*
- 4. Utilizing another ISP would require the one-time purchase of additional hardware and professional services for approximately \$60,000.*
- 5. Utilizing Hurricane Electric allows for the use of existing hardware and a one-time purchase of hardware for approximately \$7,500.*

Exception to the Competitive Bid or Proposal Rationale:

Code Section 8-161(d)(1)(a). There exists only one responsible source. Although there exists more than one responsible source a competitive process cannot reasonably be used or, if used, will result in a substantially higher cost to the City, will otherwise injure the City's financial interest, or will substantially impede the City's administrative functions or the delivery of services to the public.

Adopted.

19. **Resolution 2024-135 Approving Fort Fund Cross-Sector Impact Disbursements.**

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

Adopted.

20. **Resolution 2024-136 Finding Substantial Compliance and Initiating Annexation Proceedings for the Heritage Annexation.**

The purpose of this item is to determine substantial compliance and initiate annexation proceedings for the Heritage Annexation, a voluntary annexation located northeast of the intersection of International Boulevard and Mexico Way. The Applicant has submitted a written petition requesting annexation of 24.84 acres and zoning into the Employment (E) zone district, which is consistent with the City of Fort Collins Structure Plan Map and the recently adopted East Mulberry Plan.

This annexation request is in conformance with the State of Colorado Revised Statutes as they relate to annexations, the City of Fort Collins City Plan, and the Larimer County and City of Fort Collins Intergovernmental Agreement Regarding Growth Management. Item 1.

Adopted.

21. Resolution 2024-137 Adopting Findings of Fact in Support of the City Council’s Decision on Appeal to Uphold the Planning and Zoning Commission Approval of the Rescue Mission Development Plan FDP230022.

The purpose of this item is to make findings of fact and conclusions regarding Council’s decisions at the November 6, 2024, Rescue Mission Development Plan appeal hearing, determining that the Planning and Zoning Commission (i) held a fair hearing and (ii) properly interpreted and applied the code provisions raised in two appeals, and thereby upholding the Planning and Zoning Commission’s approval of the Rescue Mission Development Plan.

Adopted.

END OF CONSENT CALENDAR

Mayor Pro Tem Francis moved, seconded by Councilmember Pignataro, to approve the recommended actions on items 1-21, minus Item No. 8, Second Reading of Ordinance No. 159, 2024, Making a Supplemental Appropriation and Authorizing Transfer of Appropriation for the Southeast Community Center Land Acquisition in Compliance with Approved Intergovernmental Agreement Between the City of Fort Collins, Poudre School District and Poudre Libraries, on the Consent Calendar.

The motion carried 7-0.

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

None.

L) STAFF REPORTS

None.

M) COUNCILMEMBER REPORTS

Councilmember Ohlson stated it has been a privilege to represent the public for so long and it is difficult for him to bring this chapter to a close. He stated he is choosing to leave after this term and will miss running one last time because he enjoys the political combat of differing views and philosophies. He stated he is announcing this now so anyone who wants to run can plan and execute a campaign in a race in which there will be no incumbent. He stated he will miss everything but mostly the people with which he works with and residents with which he interacts, as well as opportunities to do meaningful work.

Mayor Arndt thanked Councilmember Ohlson for his years of service and Council suspended the rules to allow for applause.

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

City Manager DiMartino noted there is no longer a need for this Ordinance given the Poudre School District ballot measure passing.

Mayor Pro Tem Francis made a motion, second by Councilmember Gutowsky, to indefinitely postpone Second Reading of Ordinance No. 159, 2024, Making a Supplemental Appropriation and Authorizing Transfer of Appropriation for the Southeast Community Center Land Acquisition in Compliance with Approved Intergovernmental Agreement Between the City of Fort Collins, Poudre School District and Poudre Libraries.

The motion carried 7-0.

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

Nays: None.

(Secretary's Note: The Council took a brief recess at this point in the meeting.)

O) CONSIDERATION OF ITEMS PLANNED FOR DISCUSSION

22. Items Related to Amending City Code to Adjust the Following Fees: Capital Expansion Fees; Transportation Expansion Fee; Electric Capacity Fee; and Stormwater Plant Investment Fee.

A. First Reading of Ordinance No. 172, 2024, Amending Chapter 7.5 of the Code of the City of Fort Collins to revise the Capital Expansion Fees and Transportation Expansion Fee.

Three options are presented for Ordinance No. 172, 2024.

Alternative #1: Incorporates updated fees based on the results of the TCEF and CEF Study updates.

Alternative #1A: Provides for a two-step implementation of the TCEF and CEF fees, with 50% of the changes being proposed for 2025 and the balance of the full adjustments being made in 2026.

*Alternative #2: Adjusts the current TCEF and CEF fee schedules for inflation only based on the underlying relevant index (1.9% for TCEF and 2.7% for CEF's). This is the same approach utilized in setting 2024 fee schedules. This alternative **does not** adopt the 2023 fee studies.*

B. First Reading of Ordinance No. 173, 2024, Amending Chapter 26 of the Code of the City of Fort Collins Regarding Calculation and Collection of Development Fees Imposed for the Construction of New or Modified Electric Service Connections.

C. First Reading of Ordinance No. 174, 2024, Amending Chapter 26 of the Code of the City of Fort Collins to Revise Stormwater Plant Investment Fees.

The purpose of this item is to make adjustments effective January 1, 2025, associated with the City's Capital Expansion Fees, Transportation Expansion Fees, Electric Capacity Fees and Stormwater Plant Investment Fees. Along with updating Electric Capacity Fee tables in City Code, staff is proposing language clarifications related to costs included in the fee calculation.

Travis Storin, Chief Financial Officer, noted there are three options for Ordinance No. 172, 2024 and discussed the history of capital expansion fees in Fort Collins. Storin summarized the inputs and assumptions utilized for the various fees and detailed the three alternatives offered for Ordinance No. 172, 2024 as well as the recommendations for the additional ordinances.

PUBLIC COMMENT

Joe Rowan expressed his gratitude to both Councilmember Ohlson and Travis Storin, both of whom are moving on. He encouraged the planned conversation on how impact fees affect housing affordability and suggested Council has the option to take no action until after that time. Rowan suggested more emphasis should be placed on future community desires and base fees on that information.

Councilmember Pignataro asked if the work session scheduled for March is about affordable housing and AMI or housing affordability. City Manager DiMartino replied that the scope will be on the broader definition of housing.

Councilmember Pignataro thanked staff for the presentation and asked why the parkland fee has a larger increase than others. Dave Lenz, Director of Financial Planning and Analysis, replied that the primary driver for that fee versus the others is the difference in units and parks that were used as reference. Lenz stated the three most recent neighborhood parks that were developed were used to estimate future costs and those three were much more expensive with high asset value increases.

Councilmember Pignataro asked what the last three parks were. Storin replied he believed they were Dovetail, Traverse, and Sugar Beet.

Councilmember Pignataro asked about the repercussions of not raising fees tonight given the planned discussion in the spring. City Manager DiMartino replied there would be financial implications to the City. Storin replied there is Code language around needing to adopt inflationary updates at a minimum and/or approve at least a study. City Attorney Daggett confirmed there is a provision in the Code that requires Council to review and update the fees every five years, though there is no consequence of not doing so.

Mayor Arndt noted the requirement is for an update, not necessarily an increase.

Councilmember Ohlson asked if it is accurate to state the fee update is one year behind now and a two-year phase in would increase that. Lenz replied the plan was originally to update the fees in 2021; however, decisions were made to defer two separate times. He noted the study was done in 2023 with a plan to implement it in 2024.

City Attorney Daggett read the applicable Code language which requires a bit more than just a study.

Councilmember Ohlson stated his preference for Ordinance No. 172, 2024, is alternative one and stated his preference would be that fees do not increase; however, the data clearly shows that not implementing these increases will put the City further behind. He commented on the importance of trusting staff and data.

Mayor Pro Tem Francis stated she has struggled with this and has questioned the methodology and the inputs. She concurred the City is budgeting for the city we have today versus the city we want in the future and stated she would be more comfortable going with alternative two and waiting until there is more information on housing affordability in the spring. She also stated the assumptions and methodologies used need to be updated in 2025. She stated she cannot support updating fees based on a study that does not reflect the community we want.

Mayor Pro Tem Francis made a motion, seconded by Councilmember Pignataro, to adopt Ordinance No. 172, 2024, Amending Chapter 7.5 of the Code of the City of Fort Collins to revise the Capital Expansion Fees and Transportation Expansion Fee, alternative two, on First Reading.

Councilmember Pignataro stated there are too many unknowns and so much as changed from the 2017 study which is why she is more comfortable with alternative two. She also noted the utilities fees remain unchanged in all alternatives.

Mayor Arndt stated we are in a highly volatile time and the future of federal grants is uncertain. She stated she would support the motion as it stands and commented on the importance of designing regulations for the city we want, not the city we have.

The motion carried 6-1.

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

Nays: Ohlson.

Mayor Pro Tem Francis made a motion, seconded by Councilmember Pignataro, to adopt Ordinance No. 173, 2024, Amending Chapter 26 of the Code of the City of Fort Collins Regarding Calculation and Collection of Development Fees Imposed for the Construction of New or Modified Electric Service Connections, on First Reading.

Councilmember Ohlson asked if this item is presented as the study showed. Storin replied in the affirmative.

The motion carried 7-0.

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

Nays: None.

Mayor Pro Tem Francis made a motion, seconded by Councilmember Pignataro, to adopt Ordinance No. 174, 2024, Amending Chapter 26 of the Code of the City of Fort Collins to Revise Stormwater Plant Investment Fees.

The motion carried 7-0.

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

Nays: None.

(Secretary’s Note: The Council took a brief recess at this point in the meeting.)

23. Appeal of the Historic Preservation Commission’s Landmark Design Review Decision Denying Metal-clad window replacement at 201 Linden Street (aka the Linden Hotel), a Fort Collins Landmark.

The purpose of this quasi-judicial item is to consider an appeal of the decision of the Historic Preservation Commission (“HPC”) on August 21, 2024, denying the applicant’s/appellant’s request to replace all of the second and third-story windows at 201 Linden Street, also known as the Linden Hotel, with pre-fabricated metal-clad window units.

The Appellant, Linden Street Treehouse, LLC, the owner of the Property, via OneSeven Advisors and their attorney, raise nine issues on appeal:

1. The HPC failed to conduct a fair hearing under all 5 grounds:

a. The HPC exceeded its authority or jurisdiction as contained within City Code by improperly using the U.S. Secretary of the Interior’s Standards for the Treatment of Historic Properties and Old Town Design Standards to justify its denial of window replacement, required repair of interior features not subject to Chapter 14, Article IV, and that the HPC failed to adequately consider Municipal Code 14-2 (Preservation Purposes), the City’s Climate Action Plan, or International Building Codes; and

b. The HPC substantially ignored its previously established rules of procedure by failing to initially accept the Applicant’s proffered window exhibit; and

c. The HPC considered evidence relevant to its findings which was substantially false, grossly misleading, specifically by utilizing the erroneous and false information in the 2018 Barlow report and 2024 Deep Roots Craftsmen report in their final decision-making; and

Item 1.

d. The HPC improperly failed to receive all relevant evidence offered by the appellant by initially refusing to review and accept the Applicant's proffered window exhibit into the record; and

e. The HPC was biased against the appellant by reason of conflict of interest or other close business, personal, or social relationship that interfered with their independence of judgement; and

2. That the HPC failed to properly interpret and apply provisions of City Code, specifically:

a. Applicable sections of the Building Code,

b. Municipal Code Section 14-2 establishing the purpose of the City's historic preservation program,

c. The U.S. Secretary of the Interior's Standards (adopted by the City for historic preservation use in Municipal Code 14-53), and

d. The Old Town Design Standards.

City Attorney Daggett provided information regarding the appeal and related procedures.

STAFF PRESENTATION

Kim Meyer, Interim Director of Community Development and Neighborhood Services, provided an overview of the appeal related to the Historic Preservation Commission's denial of a proposed window replacement project at 201 Linden Street. Meyer discussed the site location and area properties and discussed the history of the building and its character-defining features.

Meyer outlined the proposal for window replacement with new metal clad units on the second and third floors of the building. Meyer stated it is believed there was some confusion at the Commission hearing and noted there was a second motion to approve full in-kind wood window replacement which failed.

Meyer outlined the role of Council as a quasi-judicial body and discussed the applicable Municipal Code standards and Old Town Design Standards. She noted the goal with historic preservation is to repair windows first and maintain as much of the existing material as possible with replacement only occurring as necessary. Meyer stated the appeal allegations revolve around fair hearing issues and failure to properly interpret and apply the relevant provisions of the Municipal Code.

Mayor Arndt noted there was no organized site visit but asked Councilmembers to disclose any observations made if they visited the site on their own. She stated she has observed the building many times but has not focused on the upper floor windows.

Claire Havelda introduced herself as the attorney representing the applicant/appellant team, including David Diehl, the owners' representative, and Mark Wernimont, their window expert.

No parties in interest opposing the appeal were present.

Havelda stated there is a mistake in the agenda packet as it identifies the appeal as of the aluminum clad windows when in fact there were two products put before the Commission, one wood clad and one aluminum clad. She outlined the confusion that occurred at the Commission hearing.

Jim Bertolini, Senior Historic Preservation Planner, stated the first motion brought forward at the Commission hearing was to approve an in-kind wood replacement, and the transcript reflects some confusion during discussion, and the motion ultimately failed 2-4. The second motion was to process the request for a metal clad replacement product, which also failed 2-4.

APPELLANT PRESENTATION

Havelda stated the appellants are requesting a reversal of the Historic Preservation Commission's denial of the certificate of appropriateness of the wood and aluminum clad replacement window products. She commented on the owners' efforts to preserve the building and opposed the suggestions made in the 2018 City-commissioned Barlow window report that the windows were in poor condition due to a lack of maintenance.

Havelda commented on a 2023 incident in which a third-floor window failed and fell to the ground. She discussed the proposed wood clad product and stated it will be virtually impossible to tell the difference between it and the existing windows from the street level. She also discussed the City's 2024 window report from Deep Roots Craftsmen which found that full in-kind replacement would be appropriate based on the condition of the windows. Additionally, the staff report included information that the applicant presented an alternative all wood replacement product that does meet the requirements of the Old Town Design Standards.

Havelda discussed the safety concerns with the existing windows and stated the Commission's decision ignores those concerns, the environmental impacts of having windows that meet none of the City's environmental standards, and private property rights. She discussed the history of requests for window replacement and noted the applicants' window expert, Mark Wernimont, has stated there is a fundamental design flaw with the existing windows.

Havelda discussed the defined purposes of the Historic Preservation Commission, one of which is to promote and encourage continued private ownership and utilization of historic sites and structures. She commented on the Secretary of the Interior standards and stated window rehabilitation is not appropriate where the window design is fundamentally flawed, energy efficiency is not considered, and attempts at rehabilitation have proven to be not sustainable. Additionally, she noted repair would not allow for the windows to be opened. She stated window replacement does align with the Secretary of Interior standards for replacement, the Historic Preservation Commission goals, the building safety standards, the energy sustainability standards, and the Old Town Design Standards.

Havelda outlined the appellants' desire to not have this matter remanded back to the Commission and discussed the unfair hearing concerns related to the Commission exceeding its jurisdiction, including prejudgment of a matter and consideration of substantially false information. She also noted Council was presented with a letter regarding what the appellants see as errors in the Deep Roots Craftsmen report. Havelda also stated the Commission is overreaching and not reading Codes in harmony.

COUNCIL QUESTIONS

Councilmember Pignataro asked if the item is automatically remanded if Council determines there was not a fair hearing. City Attorney Daggett replied in the affirmative but noted some language was added related to some allegations of bias on the Planning and Zoning Commission which

acknowledged that Council may not want to remand an item back to a body where there w

Item 1.

Havelda stated she believes it is the appellants' privilege to waive whether it gets remanded. She stated she would consider withdrawing the fair hearing item if Council is inclined to decide on the interpretation piece.

Councilmember Potyondy asked if the applicant is amendable to the wood window replacement option. Havelda replied in the affirmative.

Councilmember Gutowsky asked if the Commission's decision was because either of the two proposed window products would not meet historic integrity of the building. Bertolini replied the Commission was clear that the metal clad windows do not meet the Old Town Design Standards. In terms of the wood windows, the question was related to salvageable historic material and the environmental cost of producing new windows for those units. However, there was recognition that an in-kind replacement would meet the standards.

Councilmember Gutowsky questioned what options the building owner has if the windows are too damaged to be repaired but the Commission is stating they cannot be replaced. Bertolini noted several window experts were involved and stated historic preservation practice prioritizes repair over replacement. He noted the City's window expert report had a top recommendation of using a mixed approach to replace some deteriorating portions and rehabilitating the remainder. The report's secondary recommendation was to replace in-kind and staff's recommendation to the Historic Preservation Commission mirrored the two recommendations in that report.

Councilmember Gutowsky asked why the in-kind wood windows were not deemed to be acceptable given they will be visually identical to the existing windows. Bertolini replied that the Commission's concerns were related to the loss of historic material. He noted the in-kind replacement with a small expansion in dimensions is expected in terms of meeting federal preservation standards and Old Town Design Standards given the need for dual glazing.

Councilmember Gutowsky asked if the proposed replacement windows are much more energy efficient than a repaired window. Bertolini replied that studies from the National Parks Service and the National Trust for Historic Preservation find that keeping wood windows in good repair and adding a storm window can come close to meeting modern international energy conservation code, which would also be met with a replacement window. He added repair is emphasized to recognize that there is also an environmental cost to constructing new windows.

Havelda stated the Deep Roots Craftsmen report suggested replacing the bottom sashes, repairing the top sashes, and adding a storm window would meet the energy efficiency goals. However, she stated the Commission and the building owners both believe storm windows are inappropriate, and if they are not part of the equation, energy efficiency goals cannot be met.

Mark Wernimont, Colorado Sash and Door, stated he has looked at these windows multiple times over several years and noted the windows have components that were sized for windows that would be in a residential house and are not adequate for windows of this size. He commented on the need for larger check rails due to glass and wind loading requirements.

Wernimont stated the building owners have a desire to make the building look historically correct and stated the new windows would meet current building and energy standards and would look identical to the existing windows. He commented on the advantages of the aluminum clad windows, including a 30-year finish guarantee. He noted those windows have an exterior clad that looks like wood and they look virtually identical to the wood clad windows.

Councilmember Gutowsky asked if the Commission found that the installation of new windows would conflict with the preservation codes and would interfere with the integrity of the building.

Bertolini replied the Commission's motions did not reflect the general statement that replacement would not meet the preservation codes; however, the Commission did not believe the point of replacement had been met.

Councilmember Gutowsky stated she would prefer to see the building as a pristine quality piece of architecture rather than a cobbled together structure with piecemeal window replacement.

Councilmember Canonico asked if the existing windows could be salvaged and reused elsewhere if they are replaced. Bertolini replied there is nothing in the Code preventing that, and it is encouraged.

COUNCIL DISCUSSION

Councilmember Potyondy thanked the participants and stated the fair hearing issue does not seem to be the central issue. She stated replacement with the in-kind wood windows strikes a balance with aesthetics and meeting other City goals. She stated the existing windows, despite being historic, do not seem to be fit for purpose at this point, and the building's historic charm and appearance would not be compromised with new windows.

Councilmember Pignataro stated she did not see that there was not a fair hearing and would support providing a certificate of appropriateness for replacement with the in-kind wood windows.

Mayor Arndt concurred with the previous comments and agreed the codes should be read in harmony. She questioned why the Commission would only approve repair when a higher performing replacement that will function identically from an aesthetic standpoint exists.

Councilmember Canonico concurred and noted safety is also an issue.

Councilmember Ohlson noted staff's primary recommendation was repair and replace and requested clarification on that recommendation. Bertolini replied that was the recommendation going into the August Commission hearing; however, had staff had the evidence discussed during that hearing prior to making a recommendation, an in-kind replacement would likely have been recommended.

Councilmember Ohlson commented on being part of a team that renovated about a dozen buildings in Old Town between 1979 and 1985 and learning about historic preservation which values the details and maintenance of historic fabric. He referred to the various landmark designations of the property and discussed the dollars the City has provided for renovations to the building. He stated the environmental impacts do not play a role in his thought process and asked about the bottom line of the Deep Roots Craftsmen report and what staff learned that made that recommendation change. Bertolini replied it came down to the condition of the windows and the practicality of the rehabilitation process, which was the new evidence that came out in the August hearing discussion. He noted the rehabilitation process presented some challenges in keeping the windows operable for owners.

Councilmember Ohlson asked if the replacement windows would fit the Secretary of Interior and Old Town Design Standards. Bertolini replied in the affirmative.

Councilmember Ohlson asked who is going to ensure the windows look the same before they are installed. Bertolini replied the applicant provided the specification sheets for the new window products, including measurements.

Councilmember Ohlson requested assurance someone from staff will check the windows before they go in. Bertolini replied window replacement in Fort Collins requires a building permit which will also be reviewed.

Havelda stated the applicants would absolutely stipulate to having an inspection but stated disconcerting that Council is doubting what will be provided.

Item 1.

Councilmember Ohlson clarified he is only speaking for himself, not for the Council.

David Diehl, representative for the building owners, stated he would personally assure this.

Mayor Pro Tem Francis made a motion, seconded by Councilmember Pignataro, that Council find that the Historic Preservation Commission conducted a fair hearing in its consideration of the Linden Street Treehouse, LLC application for a certificate of appropriateness to replace the second and third story windows on the Fort Collins historic landmark at 201 Linden Street, and further that Council find the appellants did not establish with competent evidence in the record that any of the fair hearing allegation has merit and that the Council deny and dismiss all the fair hearing allegations.

The motion carried 7-0.

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

Nays: None.

Mayor Pro Tem Francis made a motion, seconded by Councilmember Potyondy, that Council find the Historic Preservation Commission did not properly interpret or apply the following historic preservation standards raised in the Linden Street Treehouse, LLC appeal of the Commission's decision denying a certificate of appropriateness to replace the second and third story windows on the Fort Collins historic landmark at 201 Linden Street: the U.S. Secretary of Interior standards for the treatment of historic properties and the Old Town Historic District Design Standards, and further to overturn the Commission's decision denying a certificate of appropriateness to replace the second and third story windows on the Fort Collins historic landmark at 201 Linden Street, and to issue a certificate of appropriateness to replace the second and third story windows on the Fort Collins historic landmark at 201 Linden Street with the condition that the replacement windows must be an in-kind wood, not metal clad window replacement, and further, that except as so stated based on the evidence in the record and presented at this hearing, any other issues raised in the appeal are hereby found to be without merit and are denied and dismissed.

Councilmember Gutowsky commented on the importance of preserving these buildings so they can be occupied for years to come, and this would enable the building to be comfortable and secure for the occupants.

The motion carried 7-0.

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

Nays: None.

P) 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.

OB 2. Consideration of a motion to adjourn to 6:00 p.m. on November 26, 2024, for purpose of annual performance evaluations of Council's direct-report employees: Item 1.

Mayor Pro Tem Francis made a motion, seconded by Councilmember Canonico, that Council adjourn this meeting to 6:00 p.m. on Tuesday, November 26, 2024, in order to consider a motion to go into executive session to conduct annual performance reviews of the Council's direct report employees, and for such other business as may come before the Council.

The motion carried 7-0.

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

Nays: None.

Q) ADJOURNMENT

There being no further business before the Council, the meeting was adjourned at 8:57p.m.

Mayor

ATTEST:

City Clerk

COUNCIL OF THE CITY OF FORT COLLINS, COLORADO

Council-Manager Form of Government

Adjourned Meeting – 6:00 PM

A) CALL MEETING TO ORDER

Mayor Jeni Arndt called the adjourned meeting to order at 6:00 p.m. in the City Council Chambers at 300 Laporte Avenue, Fort Collins, Colorado. Due to the nature of the meeting, hybrid participation via the City’s Zoom platform was not offered.

B) ROLL CALL

PRESENT

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

STAFF PRESENT

- City Manager Kelly DiMartino
- City Attorney Carrie Daggett
- Senior Deputy City Clerk Cecilia Good

C) ITEMS FOR DISCUSSION

1. Consideration of a motion to adjourn into executive session.

The meeting of November 19, 2024 was adjourned to this date to consider going into executive session to conduct the annual evaluations of the City Attorney, Chief Judge, and City Manager.

City Manager 75 minutes

City Attorney 60 minutes

Chief Judge 60 minutes

Note: Times are approximate with breaks, as necessary.

Mayor Pro Tem Francis made a motion, seconded by Councilmember Pignataro, to enter into executive session, as permitted under Article Two, Section Eleven of the City Charter, Section 2-31(a)(1) of the City Code and Colorado Revised Statutes Section 24-6-402(4)(f)(roman numeral one), for the purpose of conducting annual performance reviews of the Chief Municipal Judge, City Attorney and City Manager.

The motion carried 7-0.

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

Nays: None.

D) OTHER BUSINESS

None.

E) ADJOURNMENT

There being no further business before the Council, the meeting was adjourned at 9:07 P.M.

Mayor

ATTEST:

City Clerk

File Attachments for Item:

2. Second Reading of Ordinance No. 169, 2024, Appropriating Unanticipated 2024 Revenue in the Recreation Fund to Support Increased Recreation Expenses.

This Ordinance, unanimously adopted on First Reading on November 19, 2024, appropriates \$600,000 of unanticipated revenue in 2024 from the Recreation Fund to support expenses related to higher participation rates than anticipated during the 2023-2024 Budgeting for Outcomes cycle.

December 3, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

LeAnn Williams, Director, Recreation
Victoria Shaw, Sr FP&A Manager, Community Services

SUBJECT

Second Reading of Ordinance No. 169, 2024, Appropriating Unanticipated 2024 Revenue in the Recreation Fund to Support Increased Recreation Expenses.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on November 19, 2024, appropriates \$600,000 of unanticipated revenue in 2024 from the Recreation Fund to support expenses related to higher participation rates than anticipated during the 2023-2024 Budgeting for Outcomes cycle.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

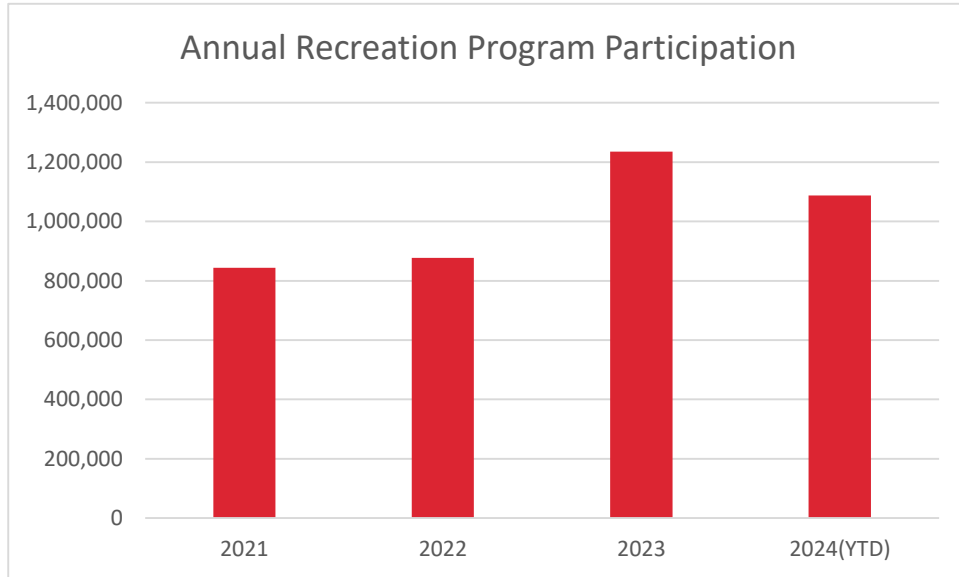
BACKGROUND / DISCUSSION

The Recreation department offers a wide range of educational and recreational programs for adults and youth including licensed childcare, preschool programs, recreational sports, aquatics, fitness, ice, arts and crafts, dance, adaptive programs and inclusion, as well as adult social, sports, aquatic, ice and educational programs. These programs create community and a sense of belonging at City Recreation facilities (including The Farm at Lee Martinez, Northside Aztlan Community Center, Senior Center, Pottery Studio, Rolland Moore Racquet Facility, EPIC, Mulberry Pool, City Park Pool, Foothills Activity Center and Club Tico), City parks, and at other community partner facilities such as Poudre School District facilities.

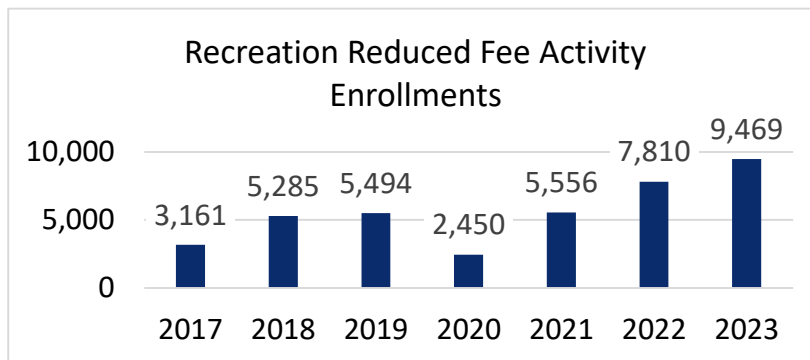
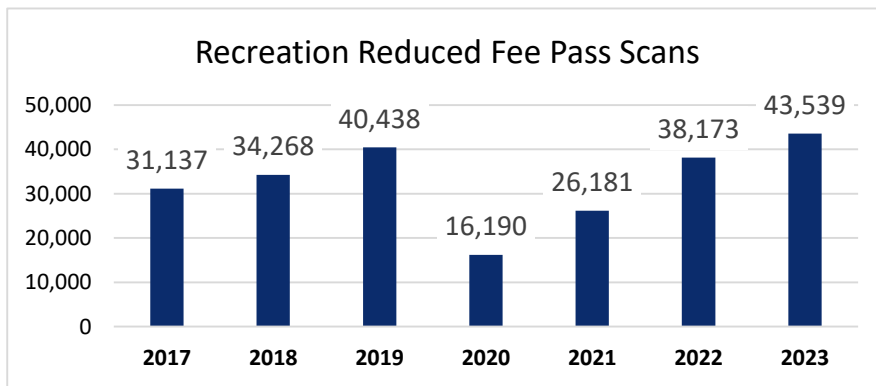
The Recreation department's full year budget for 2024 is approximately \$11M, including General Fund contribution of approximately \$3M. When the 2023/2024 budget was set in 2022, the department had not seen a full year of returning participation following the pandemic and forecasted participation rates, revenues, and associated expenses conservatively to avoid shortfalls which could have created additional burden on the General Fund. Recreation participation levels have increased across all facilities in 2024 vs. the originally forecasted and budgeted amounts and are close to pre-pandemic levels. To support this increased participation, staff recommend increasing the expense budget appropriated by \$600,000 from the increased Recreation fund revenue to support associated higher expenses.

The rebound from pandemic level participation has been faster and much greater than was anticipated during the 2023-2024 Budgeting for Outcomes (BFO) cycle Staff projected participation, revenue and expenses to grow by 20% between 2022 and 2024.

Recreation participation has increased post pandemic.



Recreation is currently projected to finish 2024 with surplus revenue of ~\$800,000 and appropriating a portion of that revenue would support the expenses related to increased participation, such as contractual labor and recreation supplies. The additional revenue upside will also help the Recreation Fund absorb additional participation in the Reduced Fee program. A critical function of the Recreation Department is access and inclusion. The Department administers a reduced fee program to provide access to those who are not able to financially participate. Participation in this program is strong, and exceeded pre-pandemic levels in 2023. General Fund contribution to this program is estimated to cover ~50% of the need, however this program does not turn away any participants based on funding availability, and additional participation is absorbed within the Recreation Fund when feasible.



Between 2022 and 2024 year-to-date September actual expenses increased 37% (or \$2,127,310), while the projected budget between 2022 and 2024 increased 20% (or \$1,275,109). Through the end of September 2024, actual expenses exceeded budget by \$382,694, if that trend continues through the end of 2024, staff anticipates \$431,013 of spending over budget.

Without an additional appropriation, Recreation would need to defer planned asset management to absorb the expense overage related to increased participation. This would cause the deferred asset management gap to continue to increase, which may negatively impact customer experience and future revenue if facilities are down for extended maintenance and safety issues.

Facility/ Program \$ in Thousands	2024 Revenue		Variance	%	2024 Expense		Variance	%
	Current Projection	Budget			Current Projection	Budget		
Foothills Athletic Center & Sports	1,888	1,602	286	18%	1,771	1,593	178	11%
Edora Pool & Ice Center (EPIC)	1,735	1,785	(49)	-3%	1,836	2,008	(173)	-9%
Senior Center & Adult Programming	1,559	1,168	391	33%	1,733	1,639	95	6%
Northside Aztlan Community Center & Youth Programming	889	1,057	(168)	-16%	1,788	1,604	184	11%
City Park Pool	376	306	69	23%	271	161	111	69%
Lee Martinez Farm	314	356	(42)	-12%	505	505	1	0%
Mulberry Pool	308	220	88	40%	359	363	(4)	-1%
Adaptive Recreation Opportunities	80	81	(1)	-1%	311	369	(58)	-16%
General Fund Subsidy	3,239	3,239	-	0%	-	-	-	-
Administration/ Other	673	450	224	50%	2,833	2,736	97	4%
Total Recreation	11,062	10,264	798	8%	11,408	10,977	431	4%

CITY FINANCIAL IMPACTS

If adopted, this Ordinance will appropriate \$600,000 in unanticipated revenue generated by Recreation to cover higher expenses in support of increased participation rates. Recreation is forecasting approximately \$800,000 of revenue above budget in 2024, therefore this appropriation will still provide a net positive impact to the Recreation Fund and require no additional subsidy from the General Fund.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 169, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING A SUPPLEMENTAL APPROPRIATION OF ADDITIONAL
REVENUE RECEIVED IN THE RECREATION FUND TO
SUPPORT RECREATION PROGRAMS AND SERVICES

A. Public participation at the City's Recreation Facilities is higher than the City anticipated in its 2023-2024 Budget. Both Recreation's revenues and expenses are higher than anticipated. The Recreation Department is currently projected to finish 2024 with surplus revenue of approximately \$800,000 and expenses that are more than \$400,000 over budget. A supplemental appropriation of \$600,000 from this additional revenue is needed to cover the Recreation Department's higher-than-anticipated expenses.

B. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose maintaining all current recreation services to the public.

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

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that there is hereby appropriated from new revenue or other funds in the Recreation Fund the sum of SIX HUNDRED THOUSAND DOLLARS (\$600,000) to be expended in the Recreation Fund to cover expenses for Recreation Programs and Services.

Introduced, considered favorably on first reading on November 19, 2024, and approved on second reading for final passage on December 3, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: December 13, 2024
Approving Attorney: Ted Hewitt

File Attachments for Item:

3. Second Reading of Ordinance No. 170, 2024, Making a Supplemental Appropriation of Additional Revenue Received by the Forestry Division to be used for Various Programs and Services.

This Ordinance, unanimously adopted on First Reading on November 19, 2024, appropriates \$73,902 in unanticipated revenue in 2024 received via various programs and services by the Forestry Division, Community Services.

December 3, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Victoria Shaw, FP&A Sr Manager, Community Services
Kendra Boot, City Forester

SUBJECT

Second Reading of Ordinance No. 170, 2024, Making a Supplemental Appropriation of Additional Revenue Received by the Forestry Division to be used for Various Programs and Services.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on November 19, 2024, appropriates \$73,902 in unanticipated revenue in 2024 received via various programs and services by the Forestry Division, Community Services.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

BACKGROUND / DISCUSSION

Trees are an important community infrastructure and provide invaluable benefits to the community. The unanticipated revenue was collected by public tree damage cases, payment in lieu via development, arborist licensing and Work for Others.

Per City Code, the Forestry Division can receive restitution for public trees that are damaged on City property. This most commonly happens through vehicles coming in contact with street trees (accompanied by a police report) in the public rights-of-way but can also occur within the limits of development projects. Similar with payment in lieu, there are times where not all trees can be planted on a development site and the developer may decide to provide payment in lieu to get trees planted back into the community or plant off site. In 2024, \$20,500 was collected via these revenue sources. The revenue associated with public tree damage and payment in lieu is directly associated with canopy loss throughout the community and will support tree replacement back into the community on public property.

In addition, the Forestry Division also administers and maintains Arborist Licensing requirements for private tree care companies to perform tree work within City limits per City Code. The fee associated with the arborist license is \$105 per year to help cover administrative costs. In 2024, along with Work for Others (e.g. work for other departments to support their efforts) efforts, \$55,001.91 was collected via these revenue sources and will help cover personnel and non-personnel budget that was utilized to support these various services and programs.

The revenue varies from year to year and on average is around \$40,000 each year. In total, the Forestry Division is requesting an appropriation of \$73,902 in unanticipated revenue that was collected in 2024.

CITY FINANCIAL IMPACTS

The Forestry Division is requesting an appropriation in the General Fund of \$73,902 in unanticipated revenue that was collected in 2024.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 170, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING A SUPPLEMENTAL APPROPRIATION OF ADDITIONAL
REVENUE RECEIVED BY THE FORESTRY DIVISION TO BE
USED FOR VARIOUS PROGRAMS AND SERVICES

A. This Ordinance appropriates unanticipated revenue from damages recovered in tree cases, development payment-in-lieu (“PIL”) funds, funds associated with the arborist licensing program, and funds received from the City’s Work for Others program.

B. The Code allows the Forestry Division to pursue and receive restitution when public trees are damaged on City property.

C. The Forestry Division receives PIL funds when a developer cannot plant enough trees on a development site to meet City requirements. These funds are used to support planting trees elsewhere in the City.

D. In 2024, the Forestry Division collected \$20,500 through restitution and PIL funds. Staff plan to use these funds to support tree replacement on public property and mitigate canopy loss in the community.

E. In 2010, Council adopted Ordinance No. 127, 2010, which requires that any business performing tree work in the City must first obtain an arborist license from the City. These City-issued arborist licenses are managed by Forestry Division staff.

F. The City created the Work for Others program to streamline departments supporting each other on projects. The Forestry Division has assisted a variety of departments on different projects.

G. In 2024, approximately \$55,002 was received from the arborist licensing program and the Work for Others efforts. Staff plan to use these funds to assist in covering personnel and non-personnel budget items.

H. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of ensuring the community continues to have canopy coverage throughout the City and that the Forestry Division can continue to assist other departments on a variety of projects throughout the City.

I. 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.

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

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that there is hereby appropriated from new revenue or other funds in the General Fund the sum of SEVENTY-THREE THOUSAND NINE HUNDRED TWO DOLLARS (\$73,902) to be expended in the General Fund by the Forestry Division for Various Programs and Services.

Introduced, considered favorably on first reading on November 19, 2024, and approved on second reading for final passage on December 3, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: December 13, 2024
Approving Attorney: Ted Hewitt

File Attachments for Item:

4. Second Reading of Ordinance No. 171, 2024, Authorizing the Extension of the Contract Term with Otak, Inc. for the Power Trail and Harmony Road Grade Separated Crossing Project for Not More Than Ten Years.

This Ordinance, unanimously adopted on First Reading on November 19, 2024, extends the contract term with Otak, Inc. for the Power Trail and Harmony Road Grade Separated Crossing Project (the "Project") for a period greater than five years not to exceed a total of ten years.

December 3, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Adam Hill, Purchasing
 Dillon Willett, Project Manager
 Dana Hornkohl, Director, Civil Engineering

SUBJECT

Second Reading of Ordinance No. 171, 2024, Authorizing the Extension of the Contract Term with Otak, Inc. for the Power Trail and Harmony Road Grade Separated Crossing Project for Not More Than Ten Years.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on November 19, 2024, extends the contract term with Otak, Inc. for the Power Trail and Harmony Road Grade Separated Crossing Project (the "Project") for a period greater than five years not to exceed a total of ten years.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

BACKGROUND / DISCUSSION

The Project will design, acquire any necessary right-of-way for, and construct a trail underpass for the Power Trail crossing at Harmony Road. A separate project will construct trail connections north and south of Harmony Road to connect the underpass with the existing Power Trail.

The current route for the Power Trail directs bicycles and pedestrians to use the City roadway network north and south of Harmony Road, and cross Harmony Road at-grade at McMurry Avenue. Several residential neighborhoods are south of Harmony Road near the Project location, and several destinations are north of Harmony Road including multiple schools, businesses, a park and a golf course. The existing at-grade crossing has been the scene of several severe crashes involving vulnerable road users in recent years, resulting in a cyclist fatality. This Project will complete a low stress missing segment in the Power Trail, providing connectivity from the Poudre River Corridor to the Big Thompson Corridor. The City is also working through design and construction of multiple projects to connect the Power Trail to the local trail network and residential communities in southeast Fort Collins, including the pedestrian overpass crossing the Union Pacific Railroad tracks south of Harmony Road connecting the Mail Creek Trail heading east to Bacon Elementary, a future school side park, and several existing communities via an underpass of Timberline Road (completed in 2022). Additionally, several residential developments near the Power Trail are in design and construction, adding to future trail demand and potential diversion of vehicle trips. Finally, the Power Trail is regionally significant and identified in the North Front Range Metropolitan Planning

Organization (NFRMPO) Regional Active Transportation Plan as part of the Front Range Trail (West) adopted in July 2021.

The Project was awarded \$800,000 through the federal Transportation Alternatives Program (TAP), \$2,700,000 through the Congestion Mitigation and Air Quality Improvement Program (CMAQ) and additional \$3,239,300 through CMAQ to be appropriated as part of the City's 2025-2026 Budget.

In July 2018, the City completed a competitive purchasing process and awarded a Professional Services Agreement Work Order Type to Otak, Inc. in July 2018 for the design of the Power Trail Grade Separation at Harmony Road. The City received six proposals and Otak, Inc. was deemed to be best qualified for the Project.

The design of the Project was not completed within the five year period due to delays from the COVID19 Pandemic, delays in securing funding, and staff turnover which resulted in alternatives reassessment of cost estimates for City utility relocations.

The Project is in final design review, fully funded for construction and intended to be advertised for public construction bid in February of 2025. This Project will be publicly bid in as two separate packages, one to include the trail underpass at Harmony Road and the other to include the trail segments north and south of the crossing. All construction will be coordinated with the Street Maintenance Program and repaving of Harmony Road throughout 2025.

CITY FINANCIAL IMPACTS

It is in the best interest of the City to extend the contract with Otak, Inc. to complete the Project design because construction documentation is 90% complete, and the Project is scheduled to be publicly advertised for bid no later than March of 2025.

Readvertising for design consulting services would have significant impacts on both Project cost and schedule at this point in the Project delivery.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

- Bicycle Advisory Committee
- Commission on Disabilities
- Transportation Board
- Parks and Recreation Advisory Board

PUBLIC OUTREACH

Staff has developed a Public Engagement Plan for the Power Trail and Harmony Road Project. Staff has discussed and presented conceptual level drawings and renderings at several public outreach events including Kinard MS FC Moves Outreach Event, 2023 and 2024 Transportation Project Fairs and an upcoming Kruse ES Bike to School Day Open House. A Project website is regularly updated with Project information and upcoming milestones.

ATTACHMENTS

First Reading amendments not included.

1. Ordinance for Consideration

ORDINANCE NO. 171, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE EXTENSION OF THE CONTRACT TERM
WITH OTAK, INC. FOR THE POWER TRAIL AND HARMONY
ROAD GRADE SEPARATED CROSSING PROJECT FOR NOT
MORE THAN TEN YEARS

A. The current route for the Power Trail directs bicycles and pedestrians to use the City roadway network north and south of Harmony Road and to cross Harmony Road at-grade at McMurry Avenue. The existing at-grade crossing has been the scene of several severe crashes involving vulnerable road users in recent years, even resulting in a cyclist fatality. The Power Trail and Harmony Road Grade Separated Crossing Project (the "Project") has been developed to address these safety concerns and to complete a missing segment in the Power Trail, providing connectivity from the Poudre River Corridor to the Big Thompson Corridor.

B. In July 2018, the City completed a competitive purchasing process and awarded a Professional Services Agreement Work Order Type (the "Contract") to Otak, Inc. in July 2018 for the design of the Project. The City received six proposals, and Otak, Inc. was determined to be best qualified for the Project.

C. City Code Section 8-186(a) limits contracts for professional services, including renewals, to no longer than five years, unless authorized by ordinance. The Contract had a term of five years, which expired on July 14, 2023.

D. City Code Section 8-186(a)(4) allows for master agreements with work order(s) in-process to be renewed for up to a maximum of one additional year if required to complete an in-process Work Order. The City did issue a one-year extension to complete any existing work orders. That extension expired on July 14, 2024.

E. The design of the Project was not completed within the five-year period due to delays from the COVID19 Pandemic, delays in securing funding, and staff turnover, which resulted in alternatives reassessment of cost estimates for City utility relocations.

F. It is in the best interest of the City to extend the Contract with Otak, Inc. from the date it last expired for a period of up to ten additional years to complete the Project, because the Project is in final design review, construction documentation is 90% complete, and the Project is fully funded for construction and intended to be advertised for public construction bid in February of 2025.

G. Readvertising for design consulting services would have significant impacts on both Project cost and schedule at this point in the Project delivery, because of the time and resources required to complete a competitive process and the break in continuity that would result.

H. There will be no financial impact for extending the existing Contract outside of already appropriated funding.

I. The City Manager has reviewed and approved the rationale and justification for this Contract extension and recommends authorization by this ordinance to extend the Contract term with Otak, Inc. for the design of the Project from the date it last expired for up to ten additional years.

In light of the foregoing Recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that the Director of Purchasing is authorized to enter into an extension of the Professional Services Agreement Work Order Type with Otak, Inc. for up to ten additional years.

Introduced, considered favorably on first reading on November 19, 2024, and approved on second reading for final passage on December 3, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: December 13, 2024
Approving Attorney: Heather N. Jarvis

File Attachments for Item:

5. First Reading of Ordinance No. 175, 2024, Appropriating Philanthropic Revenue Received by City Give for the Lincoln Center's Various Programs and Services as Designated by the Donors.

The purpose of this item is to request an appropriation of \$33,266.00 for the Lincoln Center in philanthropic revenue received by City Give. These charitable gifts 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.

December 3, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Nina Bodenhamer, City Give Director

SUBJECT

First Reading of Ordinance No. 175, 2024, Appropriating Philanthropic Revenue Received by City Give for the Lincoln Center's Various Programs and Services as Designated by the Donors.

EXECUTIVE SUMMARY

The purpose of this item is to request an appropriation of \$33,266.00 for the Lincoln Center in philanthropic revenue received by City Give. These charitable gifts are aligned with both the City's strategic priorities and the respective donors' designation.

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

STAFF RECOMMENDATION

Staff recommends the adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

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

This item requests an appropriation of donations totaling \$33,266.00 to support Lincoln Center programs, and these funds are currently unappropriated. As acknowledged by Section 2.5 of the City's Fiscal Management Policy 2-revenue approved by City Council, the City Manager has adopted the Philanthropic Governance Policy to provide for the responsible and efficient management of charitable donations to the City.

The respective donors have directed the City to apply these amounts for the purposes designated in the donation and with the general intent to benefit City service areas and programs.

CITY FINANCIAL IMPACTS

This Ordinance will appropriate in current fiscal year into Cultural Services and Facilities Fund new philanthropic revenue received by City Give in 2024 in the amount of \$33,266 and authorize expenditures against those revenues for the Lincoln Center's various programs and services.

The donations shall be expended from the designated fund solely for the donors' directed intent. The funds have been received and accepted per City Give Administrative and Financial Policy.

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

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ordinance for Consideration

ORDINANCE NO. 175, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING PHILANTHROPIC REVENUE RECEIVED BY
CITY GIVE FOR THE LINCOLN CENTER'S VARIOUS
PROGRAMS AND SERVICES AS DESIGNATED BY THE
DONORS

A. The City has received generous donations in 2024 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 cultural programs and services at a City performing arts venue.

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

D. The City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated from the Cultural Services and Facilities Fund and will not cause the total amount appropriated in the Cultural Services and Facilities 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 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.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that there is hereby appropriated from new philanthropic revenue in the Cultural Services and Facilities Fund the sum of THIRTY-THREE THOUSAND TWO HUNDRED SIXTY-SIX DOLLARS (\$33,266) to be expended in the Cultural Services and Facilities Fund for the Lincoln Center's various programs and services.

Introduced, considered favorably on first reading on December 3, 2023, and approved on second reading for final passage on December 17, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: December 27, 2024
Approving Attorney: Dianne Criswell

File Attachments for Item:

6. First Reading of Ordinance No. 176, 2024, Making a Supplemental Appropriation of Additional Revenue and Appropriating Prior Year Reserves in the Self Insurance Fund for Unanticipated Insurance Expenses.

The purpose of this item is to request additional appropriation of \$462,711 in the City's Self Insurance Fund to be used for unanticipated increases in fourth quarter insurance premiums and various forecasted claim payments.

December 3, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Joe Wimmer, Senior Financial Analyst
 Jim Byrne, Director Emergency Preparedness & Security
 Travis Storin, Chief Financial Officer

SUBJECT

First Reading of Ordinance No. 176, 2024, Making a Supplemental Appropriation of Additional Revenue and Appropriating Prior Year Reserves in the Self Insurance Fund for Unanticipated Insurance Expenses.

EXECUTIVE SUMMARY

The purpose of this item is to request additional appropriation of \$462,711 in the City's Self Insurance Fund to be used for unanticipated increases in fourth quarter insurance premiums and various forecasted claim payments.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

City insurance premiums and claim settlements are projected to exceed the 2024 budget within the Self Insurance Fund. 2024 Fund revenues in the amount of \$307,152, and prior year reserves of \$155,559 are available for appropriation to cover excess insurance expenses. Self Insurance Fund reserves exceed the City's target reserve level, and surplus revenues are not needed to contribute to fund balance at year end.

CITY FINANCIAL IMPACTS

This Ordinance will appropriate \$462,711 for Self Insurance Fund expenses in 2024, including \$307,152 in unanticipated current year revenues and \$155,559 in prior year reserves.

Fund reserves are projected to end the year above the City's fund reserve target.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ordinance for Consideration

ORDINANCE NO. 176, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING A SUPPLEMENTAL APPROPRIATION OF ADDITIONAL
REVENUE AND APPROPRIATING PRIOR YEAR RESERVES IN
THE SELF INSURANCE FUND FOR UNANTICIPATED
INSURANCE EXPENSES

A. Chapter 8, Division 3 of the City Code authorizes and establishes a self-insurance program and fund for the City.

B. The City's Self Insurance Fund is used to pay the City's uninsured portion of various types of "covered expenses," as set forth in Section 8-106 of the City Code, including settlement of claims against the City and insurance premiums for policies purchased by the City.

C. City insurance premiums and claim settlements are projected to exceed the 2024 budget within the Self Insurance Fund.

D. 2024 Fund revenues in the amount of \$307,152, and prior year reserves of \$155,559 are available for appropriation to cover these excess insurance expenses.

E. Self Insurance Fund reserves exceed the City's target reserve level, and surplus revenues are not needed to contribute to fund balance at year end.

F. 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.

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

H. Article V, Section 9 of the City Charter permits the City Council, upon 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 appropriation described herein and determined that this appropriation is available and previously unappropriated from the Self Insurance Fund and will not cause the total amount appropriated in the Self

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

J. The City Council believes that the appropriation recommended by the City Manager is in the best interests of the City.

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

Section 1. There is hereby appropriated from new revenue or other funds in the Self Insurance Fund the sum of THREE HUNDRED SEVEN THOUSAND ONE HUNDRED FIFTY-TWO DOLLARS (\$307,152) to be expended in the Self Insurance Fund for unanticipated insurance expenses.

Section 2. There is hereby appropriated from prior year reserves in the Self Insurance Fund the sum of ONE HUNDRED FIFTY-FIVE THOUSAND FIVE HUNDRED FIFTY-NINE DOLLARS (\$155,559) to be expended in the Self Insurance Fund for unanticipated insurance expenses.

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

Mayor

ATTEST:

City Clerk

Effective Date: December 27, 2024
Approving Attorney: Aaron Guin

File Attachments for Item:

7. First Reading of Ordinance No. 177, 2024, Making a Supplemental Appropriation of Additional Revenue Received in the Benefits Fund for the City's Medical, Dental, and Life Insurance Plans.

The purpose of this item is to appropriate \$1,137,041 from unanticipated revenue collected in the Benefits Fund to cover Medical/Dental claims and various Life Insurance premium expenses that could potentially exceed 2024 budgeted appropriations.

The City's Benefits Plan is a self-funded health plan in which premiums collected from both employees and employers are recorded as revenue in the Benefits Fund to pay for plan administration, medical/dental claims, and insurance premiums. As such, this is a self-funded appropriation request requiring no use of reserves.

December 3, 2024



AGENDA ITEM SUMMARY

City Council

STAFF

Teresa Roche, Human Resources Executive
 Kelley Vodden, Director of Compensation, Benefits, and Wellbeing
 Chris Martinez, IES Financial Planning and Analysis Manager

SUBJECT

First Reading of Ordinance No. 177, 2024, Making a Supplemental Appropriation of Additional Revenue Received in the Benefits Fund for the City's Medical, Dental, and Life Insurance Plans.

EXECUTIVE SUMMARY

The purpose of this item is to appropriate \$1,137,041 from unanticipated revenue collected in the Benefits Fund to cover Medical/Dental claims and various Life Insurance premium expenses that could potentially exceed 2024 budgeted appropriations.

The City's Benefits Plan is a self-funded health plan in which premiums collected from both employees and employers are recorded as revenue in the Benefits Fund to pay for plan administration, medical/dental claims, and insurance premiums. As such, this is a self-funded appropriation request requiring no use of reserves.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

As the City operates under a self-funded health plan, the Benefits team must project and budget for all benefit plan expenditures based on market trends in medical, dental, and pharmaceutical expenses, insurance premiums, and the projected number of plan subscribers. Forecasting these variables is required to calculate the revenue the City will need to collect from the employer and employees to meet the budgeted plan expenditures. This is accomplished during the Budgeting for Outcomes (BFO) process.

For the 2023-2024 BFO, these projections took place in Q1 of 2022, where the variables and data used to project out anticipated '23-'24 enrollees and cost growth were influenced by the COVID pandemic. During that time, claims activity and costs were still below what would be considered normal in 2021. At the advisement of the City's benefits consultant, the Benefits team applied a level of increases based on industry recommendations, anticipating a bounce back in medical, dental, and insurance costs and subscribers. Those budget projections were enough to cover 2023 plan performance. However, higher subscribers and activity levels in 2024 are driving the potential for inadequate expenditure authority to cover 2024 costs even though the City has collected adequate premium revenues from employees, the organization, and the Poudre Fire Authority (PFA). Please see the breakdown below of the identified plan overages this request is addressing:

Benefit Plan Component	Unanticipated Expenses above Budget
Medical Claims	\$ 822,020
Dental Claims & Dental Plan Administration	\$ 166,000
Life, FPPA AD&D, and FAMLI	\$ 149,021
Total YTD Benefit Expenses Above Budget	\$ 1,137,041

The higher claims activity and premiums have a direct correlation to the number of subscribers in the benefits plan, which has increased by approximately 6% (140 subscribers) over the last 1.5 years as compared to a budgeted 2-3% subscriber growth as what was originally projected by the Benefits team. When this happens, the plan collects enough premium revenue to cover the number of subscribers; however, the plan is bound by the original expenditure appropriation based on 2-3% subscriber growth.

In evaluating both Medical and Dental plan performance through October 2024, the City is experiencing higher claims activity than projected for the 2024 Benefits budget. The Medical Plan is experiencing a 100% increase in the number of high-dollar claimants (>\$100k) with 23 active claimants when, in a typical year, the plan budgets for 10-13 high-dollar claimants. This has had a YTD impact of approximately \$822,020 in unanticipated medical claims expenses that is continuing through Q4 of 2024. On the Dental side of the plan, the plan saw a 9% increase in overall expenses, where dental administrative expenses are over by \$6,000, and claims are over by approximately \$160,000, attributed to higher claims activity driven by enrollment increases of 4.5% and the natural variability of plan utilization. Historically, both medical and dental plans experience higher claim expenses in Q4, resulting from participants reaching plan deductibles and scheduling procedures before year-end. The benefits team's budgets for this seasonal activity increase in the final quarter of each year.

The City carries ten (10) lines of Life Insurance and Accidental Death and Dismemberment (AD&D) on the insurance side. Each line has variabilities, considerations, and levels of insurance coverage based on what an employee may select during enrollment that the benefits team must evaluate when projecting out potential enrollees and premium costs growth. Below is a breakdown of each insurance line:

City Paid Benefit

- Basic Life Insurance
- Accidental Death & Dismemberment (AD&D)
- Fire & Police Pension AD&D (Police Only)

Employee Paid Benefit

- Spouse Life Insurance
- Child Life Insurance
- Supplemental Life Insurance
- Voluntary AD&D
- Voluntary AD&D – Spouse
- Voluntary AD&D – Chil

PFA Paid Benefit

- Fire & Police Pension AD&D (PFA Only)

The employee paid Voluntary AD&D lines' costs, and the Child Life Insurance was relatively flat and had no material effect on YTD 2024 overages, so the focus will be on the rest of the lines of coverage. Below is a table that reflects enrollee and cost changes from 2023 to 2024:

Insurance Line	2023 Enrollees	2024 Enrollees	Enrollee Growth	Cost % Increase	YTD Over Budget
AD&D *	2054	2188	7%	10%	\$ 5,352
Basic Life *	2054	2188	7%	11%	\$ 10,596
Dependent Life: Spouse	540	542	0%	10%	\$ 5,175
Supplemental Life	1059	1079	2%	6%	\$ 27,476
FPPA D&D - Police *	257	264	3%	8%	\$ 47,722
FPPA D&D - PFA	211	206	-2%	8%	\$ 51,699
Total YTD Insurance Costs over Budget					\$ 148,021

* City Paid

The majority of the overages on the Basic Life and AD&D are attributed to higher enrollee growth than what was originally projected in the forecast cost model. Employee paid Dependent Life and Supplemental Life insurance line cost changes can be a result of employees selecting higher levels of coverage to which the employee pays those higher premiums to the City on their behalf. The FPPA D&D cost differential was also the delta between what industry standard was advising for budgeted increases compared to what has transpired through 2024. Insurance lines, in general, saw increases, which is consistent with inflation pressures. Insurance premium increases are being felt by all insurers, whether it's automobile, life, or home in both the private and public sectors. Again, the premium revenues for all these lines have already been collected throughout the year and are held in the Benefits revenue account.

Lastly, the City chose to participate in the Colorado Family and Medical Leave Insurance Program (FAMLI), which was not budgeted and has added over \$1,000 in unbudgeted administrative costs.

For the remainder of 2024, cost projections show the plan will still come very close to hitting initial budget projections; however, there is a very thin margin of error, and is also dependent upon the variability of claims activity. The YTD overages, as explained, represent just a 2% variance to the 2024 Benefits budget. Given the impact of the number of high-dollar claimants, growth of enrollees, and inflationary cost pressures, the Benefits team recommends appropriation of the excess \$1,137,041 in Benefit revenue as a protection provision to cover any potential expenditure overages and to avoid violating Article V, Section 8 of the City Charter.

CITY FINANCIAL IMPACTS

Through September 2024, the City has collected excess Benefits Fund revenue of \$1,137,041, broken down as follows:

Benefit Plan Contributions	YTD 2024 Unanticipated Revenue
Contributions to PPO/HDHP Plans	\$ 854,480
Contributions to Dental Plans	\$ 112,705
Contributions to Life Insurance & FPPA	\$ 169,856
Total Unanticipated Benefit Plan Revenue	\$ 1,137,041

This is a self-funded appropriation request requiring no use of reserves.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ordinance for Consideration

ORDINANCE NO. 177, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING A SUPPLEMENTAL APPROPRIATION OF ADDITIONAL
REVENUE RECEIVED IN THE BENEFITS FUND FOR THE
CITY'S MEDICAL, DENTAL, AND LIFE INSURANCE PLANS

A. The City's Benefits Plan is a self-funded health plan in which collection of premiums from both the employer and employees are recorded as revenue in the Benefits Fund to pay for plan administration, medical/dental claims, and insurance premiums. Accordingly, the Benefits team makes efforts to project out and budget for all benefit plan expenditures based on market cost trends of medical, dental, and pharmaceutical expenses, insurance premiums, and the projected number of subscribers to the plan. Forecasting these variables is required to calculate the amount of revenue the City will need to collect from both the employer and employees to meet the budgeted plan expenditures. This is accomplished during the Budgeting for Outcomes (BFO) process.

B. Evaluation of Medical and Dental plan performance through September 2024 demonstrates that the City has experienced higher claims activity than what was projected for the 2024 Benefits budget, resulting in a year-to-date overage in Dental claims of roughly \$170,000 and Life Insurance and Fire & Police Pension Association Insurance premiums of roughly \$296,000.

C. In addition, the Medical Plan has experienced a 100% increase in the number of high-dollar claimants (>\$100,000), with 23 active claimants. In a typical year, the plan would have only 10-13 high-dollar claimants. For this reason, there has been a year-to-date impact of over \$700,000 in unanticipated medical claims expenses.

D. The higher claims activity and insurance premiums have a direct correlation to the number of subscribers in the Benefits Plan, which has increased by approximately 6% (140 subscribers) over the last 1.5 years, as compared to a budgeted 2-3% subscriber growth. When this happens, the Plan collects enough premium revenue to cover the number of subscribers. The Plan is bound, however, by the original expenditure appropriation based on 2-3% subscriber growth, as was projected back in the first quarter of 2022 during the 2023-24 BFO process. As a result, the Benefits Fund has collected year-to-date unanticipated revenue of \$1,137,041 for Medical, Dental, and Life Insurance premiums.

E. Historically, both Medical and Dental plans experience higher claim expenses in Q4 resulting from participants reaching plan deductibles and scheduling procedures before year-end. The Benefits team budgets for this seasonal increase, and our projections are showing the plan will come very close to hitting budget. Given the impact of the number of high-dollar claimants and growth of subscribers, however, it is recommended that the excess \$1,137,041 in unanticipated Benefits Fund revenue be appropriated to cover any potential expenditure overages in the City's Medical, Dental and Life Insurance Plans. This appropriation would be a "self-funded" appropriation requiring no use of reserves.

F. 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.

G. The City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated from the Benefits Fund and will not cause the total amount appropriated in the Benefits 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. The City Council believes that the appropriation recommended by the City Manager is in the best interests of the City.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that there is hereby appropriated from new revenue or other funds in the Benefits Fund the sum of ONE MILLION ONE HUNDRED THIRTY-SEVEN THOUSAND FORTY-ONE DOLLARS (\$1,137,041) to be expended in the Benefits Fund for the City's Medical, Dental, and Life Insurance Plans.

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

Mayor

ATTEST:

City Clerk

Effective Date: December 27, 2024
Approving Attorney: Aaron Guin

File Attachments for Item:

8. First Reading of Ordinance No. 178, 2024, Making a Supplemental Appropriation of Funds Received from the Edward Byrne Memorial Justice Assistance Grant Program for Fort Collins Police Services.

The purpose of this item is to support Fort Collins Police Services in work performed as a member of the Northern Colorado Drug Task Force.

The Northern Colorado Drug Task Force is managed by Larimer County Sheriff Department, with both Fort Collins Police Services and Loveland Police being members. These member agencies support a broad range of activities to prevent and control drug-related crimes.

In 2022, Larimer County applied for and was awarded \$53,616 through the Edward Byrne Memorial Justice Assistance Grant (JAG) program in support of operating the Northern Colorado Drug Task Force (Attachment 3). In 2024, the City of Fort Collins, City of Loveland and Larimer County entered an intergovernmental agreement (Attachment 2), demonstrating the allocation of the \$53,616 awarded under JAG in support of the Northern Colorado Drug Task Force. Fort Collins Police Services received \$16,313. to support personnel costs and other operating costs directly attributed to the Northern Colorado Drug Task Force.

December 3, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Adam Ruehlen, Lieutenant, Police Services
 Kerri Ishmael, Senior Analyst, Grants Administration

SUBJECT

First Reading of Ordinance No. 178, 2024, Making a Supplemental Appropriation of Funds Received from the Edward Byrne Memorial Justice Assistance Grant Program for Fort Collins Police Services.

EXECUTIVE SUMMARY

The purpose of this item is to support Fort Collins Police Services in work performed as a member of the Northern Colorado Drug Task Force.

The Northern Colorado Drug Task Force is managed by Larimer County Sheriff Department, with both Fort Collins Police Services and Loveland Police being members. These member agencies support a broad range of activities to prevent and control drug-related crimes.

In 2022, Larimer County applied for and was awarded \$53,616 through the Edward Byrne Memorial Justice Assistance Grant (JAG) program in support of operating the Northern Colorado Drug Task Force (Attachment 3). In 2024, the City of Fort Collins, City of Loveland and Larimer County entered an intergovernmental agreement (Attachment 2), demonstrating the allocation of the \$53,616 awarded under JAG in support of the Northern Colorado Drug Task Force. Fort Collins Police Services received \$16,313. to support personnel costs and other operating costs directly attributed to the Northern Colorado Drug Task Force.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The Northern Colorado Drug Task Force comprises of members from Larimer County Sheriff Office, Fort Collins Police Services and Loveland Police Department support safer Northern Colorado communities through work to prevent and control drug-related crimes. Sworn officers with each member agency serve on the drug task force, which requires overtime pay and other operating costs. The \$16,313 in JAG grant funds supports Fort Collins Police Services covering some of the operational costs incurred as a member of the Northern Colorado Drug Task Force.

CITY FINANCIAL IMPACTS

This item appropriates \$16,313 in unanticipated revenue from the JAG program in support of work performed by Police Services as a member of the Northern Colorado Drug Task Force.

There is no match requirement by the City under this grant. Larimer County, the direct recipient of these federal funds, is passing the \$16,313 to Police Services. Therefore, the City is deemed a subrecipient of federal funds under the JAG program.

This grant is a reimbursement type grant, meaning General Fund expenses will be reimbursed up to \$16,313.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ordinance for Consideration
2. Intergovernmental Agreement
3. Justice Assistance Grant Application

ORDINANCE NO. 178, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING A SUPPLEMENTAL APPROPRIATION OF FUNDS
RECEIVED FROM THE EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE GRANT PROGRAM FOR FORT COLLINS POLICE
SERVICES

A. The Northern Colorado Drug Task Force (the “Drug Task Force”) is managed by the Larimer County Sheriff Department, with both Fort Collins Police Services and Loveland Police being members. These member agencies support a broad range of activities to prevent and control drug-related crimes.

B. Larimer County applied for and was awarded \$53,616 through the Edward Byrne Memorial Justice Assistance Grant (“JAG”) program in support of operating the Drug Task Force.

C. The City of Fort Collins, City of Loveland, and Larimer County have entered into an intergovernmental agreement demonstrating the allocation of the \$53,616 awarded under JAG in support of the Drug Task Force. Fort Collins Police Services received \$16,313 to support personnel costs and other operating costs directly attributed to the Drug Task Force.

D. The \$16,313 in JAG grant funds supports Fort Collins Police Services covering some of the operational costs incurred as a member of the Drug Task Force.

E. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of keeping Northern Colorado communities safer through work to prevent and control drug-related crimes.

F. 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.

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

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

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

I. The City Council wishes to designate the appropriation herein for the Edward Byrne Memorial Justice Assistance Grant (JAG) 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 SIXTEEN THOUSAND THREE HUNDRED THIRTEEN DOLLARS (\$16,313) to be expended in the General Fund for the Fort Collins Police Services Property Crimes Unit.

Section 2. The appropriation herein for the Edward Byrne Memorial Justice Assistance Grant (JAG) 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 December 3, 2024, and approved on second reading for final passage on December 17, 2024.

Mayor

ATTEST:

City Clerk

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

GMS APPLICATION NUMBER 15PBJA-22-GG-02267-JAGX

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF FORT COLLINS, CO, CITY OF LOVELAND, CO,
AND LARIMER COUNTY, CO REGARDING THE 2021 BYRNE JUSTICE
ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 24 day of October, 2024, by and between Larimer County (hereinafter, "the County"), the City of Fort Collins, a municipal corporation, (hereinafter referred to as "Fort Collins"), and the City of Loveland, a municipal corporation, (hereinafter referred to as "Loveland") all of Larimer County, Colorado.

WITNESSETH:

WHEREAS, the County is a political subdivision of the State of Colorado duly organized and existing in accordance with Colorado law. The City of Fort Collins is a home rule municipality duly organized and existing in accordance with Colorado law. The City of Loveland is a home rule municipality duly organized and existing in accordance with Colorado law; and

WHEREAS, pursuant to C.R.S. Section 29-1-203(1), the County, Fort Collins and Loveland are authorized to cooperate with one another to provide any function or service lawfully authorized to each and are therefore each authorized under C.R.S. Section 29-1-203(1) to enter into this Agreement; and

WHEREAS, above-listed public agencies recognize that a cooperation and coordinated multi-jurisdiction drug task force is the most effective and efficient way to impact the existing drug problem that crosses jurisdictional boundaries within Larimer County; and

WHEREAS, the objectives of the parties are to impact the availability of drugs locally and regionally through a balanced enforcement approach which targets the highest level dealer/wholesaler possible, as well as neighborhood drug problems; provide a deterrent to the distribution of drugs by increasing the risk of detection, apprehension, prosecution and conviction, as well as through asset forfeiture when appropriate; continue active collaboration with community groups involved in drug treatment, education, prevention and intervention ; and cooperate with other local and federal agencies and task forces in the enforcement of drug laws; and

WHEREAS, the parties to this Agreement have previously entered into intergovernmental agreements providing for the formation and operation of the Northern Colorado Drug Task Force (NCDTF); and

WHEREAS, those agreements have been mutually beneficial and the parties desire to provide for the continued existence and operation of the NCDTF; and

WHEREAS, the parties have jointly applied for grant funding in order to provide funding to assist in the continued existence and operation of the NCDTF; and

WHEREAS, the parties understand that this disparate Agreement is entered into as a requirement of the Edward Byrne Memorial Justice Assistance Grant ("JAG") and does not replace, alter nor supersede the terms, conditions and obligations of the parties with respect to any other intergovernmental agreements entered into by the parties; and

WHEREAS, each party, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each party finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public; and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the County, Fort Collins and Loveland believe it to be in their best interests to reallocate the JAG funds as described below.

NOW THEREFORE, the parties agree as follows:

Section 1.

The parties agree that the County, Fort Collins and Loveland are partners in any application for JAG grant awards and that Larimer County shall apply for and receive any JAG grant awards. The parties agree that upon the County of Larimer receipt of the entire JAG award, anticipated to be a total of Fifty three thousand, six hundred and sixteen dollars (\$16,312.50 : City of Fort Collins, \$9,321.40 : City of Loveland, and \$27,982.10 : Larimer County), 100% of the award will be presented to Larimer County for re-appropriation, and in the event of approval, will go to appropriate agencies for the benefit of the NCDTF for the fiscal years 2022-2025. In the event there is no such re-appropriation, this IGA is null and void.

Section 2.

The parties agree that the JAG award funds re-appropriated for the Northern Colorado Drug Task Force (NCDTF) Colorado Drug Task Force Program shall be used to fund operating costs of the NCDTF.

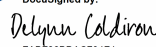
Section 3.

The parties further agree that this Agreement does not replace, alter nor supersede the terms, conditions and obligations of the parties with respect to any other intergovernmental agreements entered into by the parties. Each party's obligations under any other agreement remain in full force and effect.

In witness whereof, the parties have executed this amendment as of the date show above.

CITY OF FORT COLLINS, COLORADO

BY: 
City Manager, **Kelly DiMartino**

DocuSigned by:  11/13/2024
City Clerk, **Delynn Coldiron**

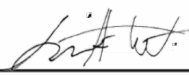
APPROVED AS TO FORM:


Attorney, **Dawn Downs**

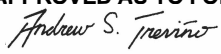
CITY OF LOVELAND, COLORADO

BY: 
Acting City Manager, **Rod Wensing**



 11.05.2024
Assistant City Clerk,

APPROVED AS TO FORM:


Assistant City Attorney, **Andrew S. Trevino**

BOARD OF COMMISSIONERS OF LARIMER COUNTY, COLORADO

BY: 
County Manager, **Lorenda Volker**

APPROVED AS TO FORM:


Deputy County Attorney, **David Ayraud**







MOU_IGA_15PBJA-22-GG-02267-JAGX

Final Audit Report

2024-10-24

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2024-10-24 - 6:03:53 PM GMT
-  Signer dayraud@larimer.org entered name at signing as David Ayraud
2024-10-24 - 6:04:41 PM GMT
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MOU_IGA_15PBJA-22-GG-02267-JAGX

Final Audit Report

2024-10-24

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-  Agreement completed.
2024-10-24 - 6:36:49 PM GMT



Department of Justice (DOJ)

Item 8.

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	LARIMER, COUNTY OF 2501 MIDPOINT DR
City, State and Zip:	FORT COLLINS, CO 80525
Recipient UEI:	TJTHWRMWHY5S1
Project Title: NCDTF to take a three prong approach to educate, police, and aid in drug treatment to help reduce the drug problem in America.	Award Number: 15PBJA-22-GG-02267-JAGX
Solicitation Title: BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation	
Federal Award Amount: \$53,616.00	Federal Award Date: 9/23/22
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: O	
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/21	Project Period End Date: 9/30/25
Budget Period Start Date: 10/1/21	Budget Period End Date: 9/30/25
Project Description: The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams; and 9) implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to: mental health courts; drug courts; veterans courts; and extreme risk protection order programs.	

Award Letter

September 23, 2022

Dear Brei Kennedy,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by LARIMER, COUNTY OF for an award under the funding opportunity entitled 2022 BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation. The approved award amount is \$53,616.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General
Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

LARIMER, COUNTY OF

UEI

TJTHWRMWY5S1

Street 1

2501 MIDPOINT DR

Street 2

City

FORT COLLINS

State/U.S. Territory

Colorado

Zip/Postal Code

80525

Country

United States

County/Parish

Province

Award Details

Federal Award Date

9/23/22

Award Type

Initial

Award Number

15PBJA-22-GG-02267-JAGX

Supplement Number

00

Federal Award Amount

\$53,616.00

Funding Instrument Type

Grant

Assistance Listing Number

Assistance Listings Program Title

16.738

Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2022 BJA FY 22 Edward Byrne Memorial Justice

Application Number

GRANT13684618

Grant Manager Name

Kathy Mason

Phone Number

[202-598-7538](tel:202-598-7538)

E-mail Address

Kathy.Mason@usdoj.gov

Project Title

NCDTF to take a three prong approach to educate, police, and aid in drug treatment to help reduce the drug problem in America.

Performance Period Start

Date

10/01/2021

Performance Period End Date

09/30/2025

Budget Period Start Date

10/01/2021

Budget Period End Date

09/30/2025

Project Description

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams; and 9) implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to: mental health courts; drug courts; veterans courts; and extreme risk protection order programs.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project

1

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

2

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

4

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

5

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

7

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqtts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621,

and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Item 8.

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

10

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

11

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

12

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

13

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

14

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

15

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

17

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

18

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically include (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

24

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated

to any business or non-profit organization that he or she may own or operate in his or her name).

25

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

27

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

28

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical

cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

29

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

30

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

31

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

32

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

33

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

34

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

35

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

36

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

37

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

38

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

39

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

40

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation activities within this project.

41

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

42

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

43

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

44

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its base use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

45

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

46

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

47

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

48

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

49

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2021

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2021), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

50

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

51

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

52

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

53

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

54

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

55

Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

56

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

57

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

58

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two

additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

59

BJA- JAG - Withholding of Funds for MOU

Withholding of funds: Memorandum of Understanding

The recipient may not expend or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and an Award Condition Modification has been issued to remove this condition.

60

BJA- JAG - Withholding of Funds for Chief Executive Certification

Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

61

BJA- JAG - Withholding of funds for budget documentation

Withholding of funds: Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

62

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

[X]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and

belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/19/22 9:07 PM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official

Sr. Accounting Technician

Name of Authorized Entity Official

Brei Kennedy

Signed Date And Time

4/10/2023 5:42 PM

File Attachments for Item:

9. First Reading of Ordinance No. 179, 2024, Making Supplemental Appropriations of Prior Year Reserves and Unanticipated Revenue and Authorizing Transfers of Appropriations for the Licensing Permitting and Code Enforcement System.

An appropriation ordinance is being brought for Council consideration by Planning, Development, and Transportation Services to implement and modernize a new licensing, permitting, and code enforcement system. The existing funding for this project was originally allocated as part of the 2023/2024 Budget Cycle's 'Digital Transformation' initiative.

After an almost two-year procurement process, the City has selected Tyler Technologies (Tyler) as the 'Vendor of Choice' (VOC) and is currently in contract negotiation. This appropriation request will provide the anticipated funding needed for software deployment, testing, training, temporary staffing backfill and organizational change management.

The total amount being requested is approximately \$4M. This includes:

- Software as a Service 19-month Implementation
- Software as a Service two-year Subscription Costs
- City Staff Backfill for two-year Implementation
- Third Party Professional Implementation Services
- Change Management

With this appropriation, the project implementation will begin during the first quarter of 2025 and is anticipated be fully operational by Fall of 2026.

The new system is expected to modernize current business processes, improve efficiency, reduce errors, enhance customer experience, and save staff and customer time.

December 3, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Monica Martinez, Sr. Financial Planning & Analysis Manager PDT
Kevin Wilkins, Chief Information Officer

SUBJECT

First Reading of Ordinance No. 179, 2024, Making Supplemental Appropriations of Prior Year Reserves and Unanticipated Revenue and Authorizing Transfers of Appropriations for the Licensing Permitting and Code Enforcement System.

EXECUTIVE SUMMARY

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With this appropriation, the project implementation will begin during the first quarter of 2025 and is anticipated be fully operational by Fall of 2026.

The new system is expected to modernize current business processes, improve efficiency, reduce errors, enhance customer experience, and save staff and customer time.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

Summary of Original Budget Offer

In FY2023/2024, Council approved a \$2.1 million enhancement offer to initiate the transformation of current permitting, licensing, and development review processes and software. The City's legacy platform, Accela, will reach end-of-life service of the on-premises system December 2025 and requires either a significant upgrade to a cloud-based version of their system or conversion to a new system.

The consequences of not modernizing include IT security risks, falling behind increasing demands from businesses and residents, inability to integrate new business processes, and increased operational inefficiencies. This initiative aims to modernize business processes and adopt a more sustainable software ecosystem through simplification, standardization, and a customer self-service approach.

This is envisioned as a transformational project that will set the stage for the next 10-20 years on how the City provides services to our business and development community. Key outcomes cited from the 2023/2024 Budget, InfoTech Strategy Roadmap (Attachment A), and the Discovery Phase of Change Management (Attachment B) include:

- **Streamlined, Standardized Processes:** Simplify, consolidate, and automate licenses and permits to eliminate redundancies and improve staff efficiency.
- **Self-Service for All:** Empower residents and businesses with low-touch, self-service options, advancing community digital equity.
- **Smart Digital Workflows:** Transition from paper to digital, ensuring accessible, sustainable, and simplified services.
- **Scalability & Speed:** Accelerate processing times to meet rising demands consistently across all service areas.
- **Unified, Cohesive Platform:** Implement a citywide, integrated system that enhances collaboration and responsiveness.
- **Modernized Legacy Systems:** Shift to a future-ready solution that supports a more accessible, equitable, and efficient digital government, adopting leading industry solutions.

Actions Since BFO Approval

Following the Council's support of the FY2023/2024 enhancement offer, City staff initiated the procurement process by conducting a three-day Development Review, Licensing, Permitting, and Inspections Digital Strategy Workshop which was facilitated by Info-Tech Research Group. The workshop results were used to create a business model, identify current challenges, document the rationale for issuing an RFP, and provide key recommendations (Attachment A).

Based on this work, TMG Consulting and City staff developed and issued an RFP in January 2024. During the first half of 2024, City staff evaluated eleven RFP respondents, narrowing respondents down to three finalists. These finalists were invited to demonstrate their products over a three-week period.

After product demonstrations, staff scored each vendor and selected an initial Vendor of Choice (Accela). However, after a subsequent week-long workshop, months of scope of work development, and clarifications regarding staffing and implementation timelines, the costs of the original proposal escalated significantly while the modernization objectives embodied by the vision and goals of the project were greatly reduced. These changes virtually eliminated Accela's competitive advantage around pricing and ease of implementation causing the City to re-engage in conversation with the second place Vendor of Choice (Tyler Technologies).

Discussions with the second-place Vendor of Choice (Tyler Technologies) were conducted under an abbreviated 60-day methodology facilitated by TMG Consulting, where a core team of City staff worked with Tyler to clarify costs for implementation, scope of work, subscriptions, optional products, and refine

staffing needs for the project. The result of these conversations resulted in a competitive package that provided full alignment with the City’s requirements of a future system.

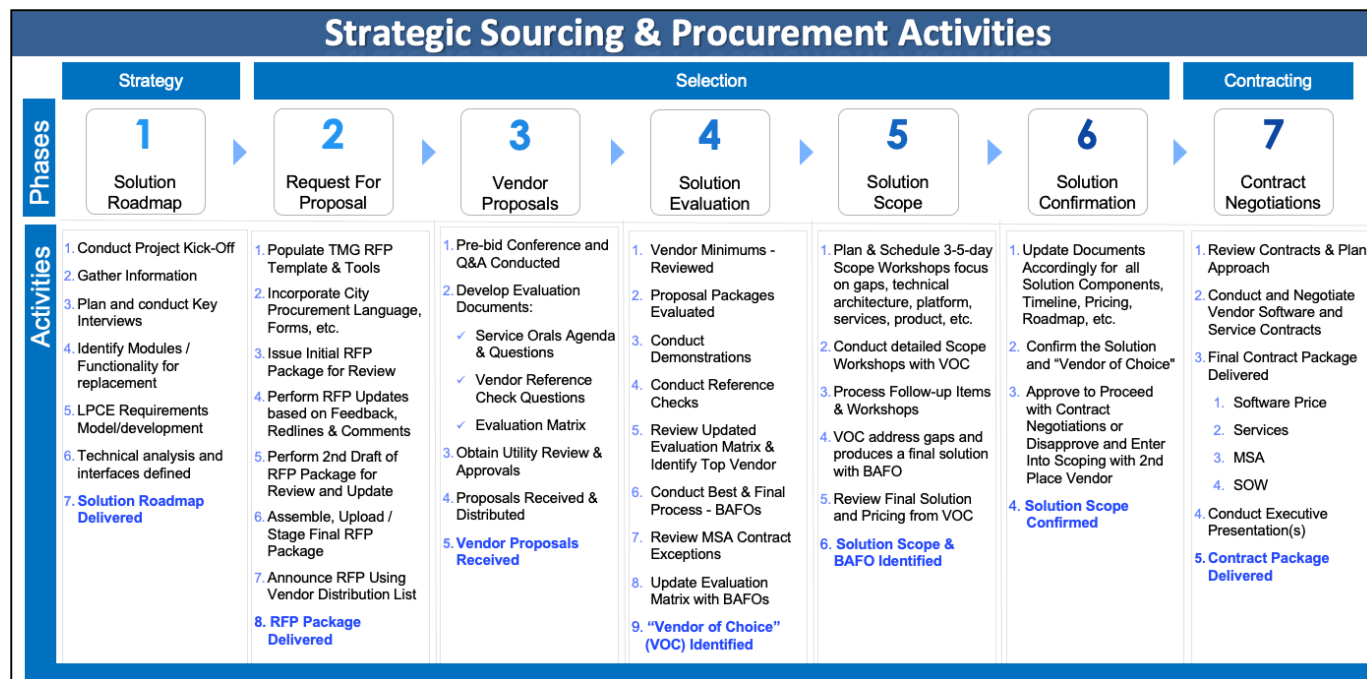
Today, staff have been able to reach a firm estimation of all costs associated with the full scope of the solution, including data migration, software interfaces, business process mapping and modernization, organizational change management, staff backfill, a preliminary estimate of implementation professional services, as well as the direct implementation of the selected product. The funds being requested for this appropriation are described in greater detail below and are summarized in table format at the end of this section.

FY23/24 Enhancement Funding and Original Assumptions (\$2.1M)

The original budget development of this offer was based on feedback from the industry solution providers who examined the scope of the City’s vision for change and provided rough cost estimates as guidance for writing the offer. Although the original \$2.1 million could adequately cover implementation costs, the original budget offer lacked considering other components that would need funding to mitigate project risks. These components can be characterized as lessons learned from initial unsuccessful procurement and implementation of the CIS Utilities project as well as risk and mitigation strategies that were also highlighted by the July 2023 Info-Tech Research Group Report (Attachment A). These additional cost considerations are meant to ensure project success by pairing the implementation with organizational change management, adequate internal staff backfill, and Tyler specific third-party professional services.

Strategy Roadmap & Procurement Process (\$475K)

The City of Fort Collins contracted with TMG who conducted six of seven phases of the procurement process. The following diagram illustrates the three distinct parts (strategy, selection, and contracting) of the process and describes TMG’s methodology within each phase of the procurement process:



Staff have worked with TMG to complete 6 of 7 phases of the project with the final phase being conducted internally, utilizing Tyler-specific implementation specialists to review the final contract package. This approach is intended to get vendor specific resources to evaluate the project for risks during the implementation phase of the project.

Today, Phase 7 is largely complete and hinges on the project's ability to secure additional funds as requested from Council.

Vendor of Choice Software as a Service Implementation (\$2M)

Tyler's implementation services include approximately 9,200 hours of professional services for an estimated period of 19- months. Primary resources allocated to the project include the following roles and responsibilities:

- **Project Manager:** Oversees the project, manages budget and schedule, coordinates resources, and is the primary point of contact.
- **Consultant:** A team of 4-6 resources that will develop and configure the product. This team completes all Tyler related tasks assigned by the project manager, provides support during go-live, and facilitates training.
- **Change Management Lead:** The Vendor's change management expert will work to integrate with the City's organizational change management resources. The City is operating under the following assumptions:
 - The City will continue contracting with Prosci who will lead and develop a multi-phased plan to implement changes successfully.
 - The City will need to resource an internal Change Management Lead (.50 FTE) who will execute the plan and act as a liaison between Prosci, City, and Tyler's team.

Software Licensing (\$1.34M or \$670K annually)

Tyler's software offer includes the configuration and go-live of the following components:

- **Enterprise Permitting & Licensing Core Software**
 - **Enterprise Permitting & Licensing Foundation:** Acts as a central hub to the different suites GIS, civic access, dashboards, cashiering, all configuration tools, report toolkit, and standard reports.
 - **Business Management Suite:** Provides functionality such as electronic license requests, automated routing, and responses. The suite manages licensing types, including business contractors, environmental, alcohol, and marijuana. It provides tools for revenue collection, business tax management, and regulated services. The suite will be able to provide GIS capabilities to track business locations and visualize business distribution within the city.
 - **Community Development Suite:** Platform that manages all aspects of the City's planning, permitting, and development processes. Integrates with the Business Management Suite for streamlined operation i.e., centralized property information, centralized contacts, and centralized Dashboards across the suites.
 - **Rental Management Module:** The rental management module is a part of the business management suite. The rental management module allows management and tracking of landlords, license properties for operations, track and monitor life safety components such as fire inspections, health, or code enforcement related activities against the landlord or the property. In addition, the rental management module can track multiple units to one landlord. Or multiple units in the same dwelling. The module has its own Hub feeds, integrates with GIS, civic access, mobile apps, and other central components.
- **Enterprise Permitting & Licensing Extensions (extensions that add functionality to core software)**
 - **eReviews:** This is required to facilitate the City's electronic plan review process. This component of the system manages the routing, distribution, versioning, and integration into either DigEplan or Bluebeam.
 - **Decision Engine:** A digital permit guide that seamlessly integrates with Tyler's Enterprise Permitting & Licensing software to navigate applicants through the development entitlement,

permitting, and licensing application and approval processes. Through a simple interface, applicants can navigate through a series of questions or selections to arrive at the appropriate permitting or licensing task, whether it's applying, renewing, paying, requesting a meeting or inspection, or just providing more information.

- **Enterprise Permitting & Licensing Civic Access Payment Toolkit:** This allows the City to take online payments through Civic Access.
- **Enterprise Permitting & Licensing Document Management API Connector:** This allows the City to plug our existing Laserfiche application into the overall solution so that documents can be passed into our permanent records when completed.
- **Enterprise API Connector w/ Selectron:** Allows contractors to call in and schedule appointments from an automated system.
- **SSRS Reporting Access:** This is access to the Vendor's data dictionary + data redundancy for inhouse reporting needs.

Selected Optional Components

- Enterprise Permitting & Licensing Extension
 - **Citizen Connect – Community Development:** Allows the community to monitor development locations and trends through an interactive map and set up notifications if a project is created within a customizable search area. This tool is intended to enhance transparency into the development review and permitting process for everyone in the community.
- Integrated Plan Review
 - **DigEplan Pro:** Allows all reviewers to use a centralized toolset for the collaboration, review, and markup of plans. This tool is seen as a 'game changer' by City Building Services staff due to the system's ability to allow slip-sheeting, overlay from previous rounds of review, and ability to select multiple sheets from separate rounds of review to create one final 'approval' plan set that can be stamped and signed by the plan review department.
 - These tools will streamline communication between staff and applicants, enable customers to independently update their project plans without having to reprocess entire plan sets, and significantly reduce the review process and project backlogs for building permit plan review and development review staff.

Organizational Change Management (\$386K)

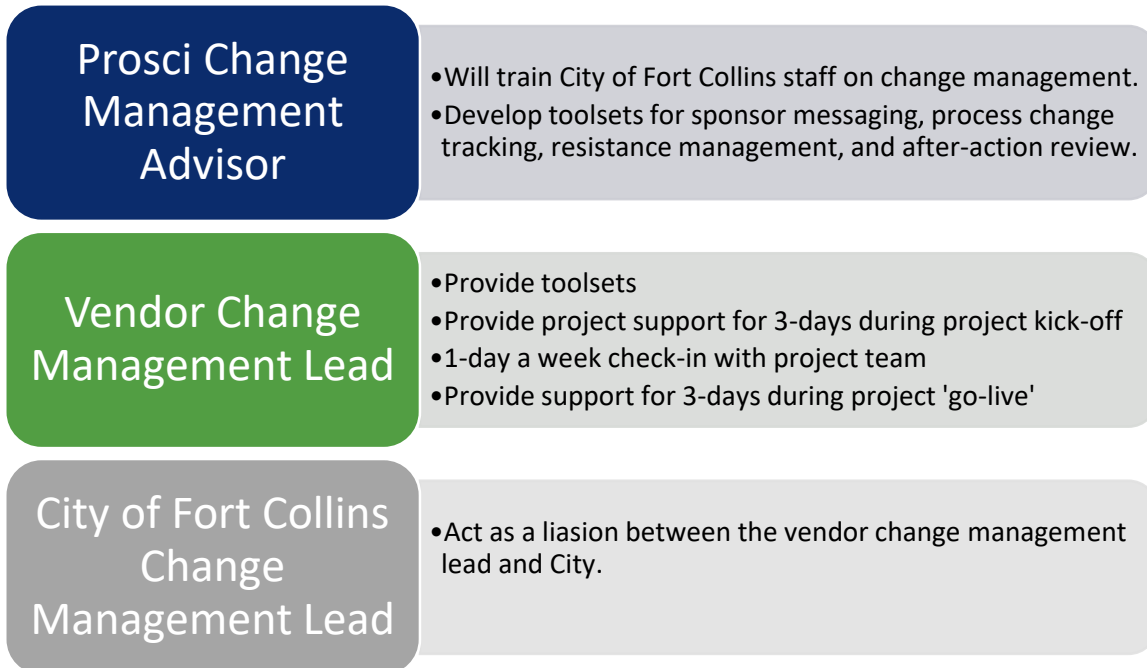
The City has not made organizational change management (OCM) standard practice in project implementation and therefore was not reflected in the original appropriation request for this project. Through the challenges of the Utilities Customer Information System project and additional work during strategy development for this project, the City recognizes the importance of this methodology in ensuring successful outcomes

OCM is a structured approach to helping individuals, teams, and organizations adopt change successfully. It involves planning, communicating, engaging stakeholders, providing training, and monitoring progress to minimize disruption and maximize benefits. The goals of OCM are to understand the impacts and scope of change, ensure adoption and usage, and increase employee understanding and engagement throughout the project. OCM increases the likelihood of successful outcomes.

Enterprise OCM is being proposed as part of the baseline offering from the Vendor, however, it does not provide the level of support and resourcing that is anticipated for this project. As part of this agenda item,

staff are recommending a .5 FTE Change Management Lead (internal City resource), and services provided by Prosci for a Change Advisor and team.

Below is a diagram of how OCM will be resourced and anticipated responsibilities of each party.



Third Party Professional Services (\$864K)

Hiring a third party project implementer with specific expertise with migrations from Accela to Tyler Technologies will backfill gaps in system knowledge that City staff does not currently possess, ensure that the project stays on schedule and within scope, configuration, follow's industry best practices, and hold the Tyler Technologies accountable with the technical deliverables of the project, with the project's configuration, hold the Tyler Technologies responsible, mitigate risks, prevent scope creep, and ensure timely delivery of the system.

Staff assume a 20% contingency on this item bringing the requested total to \$864k and is noted in the table below.

City Staff Backfill for 19-month Implementation Period (\$721K)

A key finding of the Info-Tech Report highlights the importance of resourcing and staff bandwidth. Insufficiently addressing this aspect of the project poses a significant risk to its success.

The proposed backfill strategy aims to provide departments with the necessary resources to support their anticipated project involvement. A contractual entry-level position is suggested to help alleviate the day-to-day workload of functional team members from Code Compliance, Permitting, Development Review, and other departments as assigned. Several other leadership positions will be needed from internal City Staff which include a part time project manager, communications lead and change management lead.

In addition, Human Resources has estimated "Supplement Pay" for departments that will have short-term involvement in the project beyond their regular duties. As part of internal backfill, staff is also requesting funding for 24-months as a contingency should timelines slip during implementation.

Summarized Estimated Costs

Item	Implementation Cost
Strategy Roadmap & Procurement Process	\$475,106
Tyler Technologies SaaS Implementation Professional Services	\$2,522,040*
Software Licensing through Implementation	\$1,342,912
City backfill for the two-year implementation period (4 FTE) <ul style="list-style-type: none"> • Business Support I • Business Support I • Building Technician I • Development Review Coordinator I 	\$539,532*
City, Change Management Lead .50 FTE	\$67,500 *
City, Communications Lead .25 FTE	\$47,000*
City, Project Manager .50 FTE	\$67,000*
Third Party Implementation Professional Services <ul style="list-style-type: none"> • Project Manager • Integration Developer • Training Manager • Test Manager • Business Process Analyst 	\$864,000*
Prosci Change Management Professional Services <ul style="list-style-type: none"> • Phase 1 - \$110,200 • Phase 2 – \$106,000 • Phase 3 - \$106,000 	\$386,640*
Total Estimated Project Cost	\$6,311,730
Previously Appropriated Funds (including ARPA funds)	\$2,269,419
Supplemental Appropriation Request:	\$4,042,311

*Items assume a 20% contingency. For FTE items, contingency is represented by assuming a 24-month implementation period as compared to the estimated 19- month planned implementation period.

CITY FINANCIAL IMPACTS

The financial impact of implementing a new software system involves both upfront costs over the estimated 19-month implementation period and subsequent ongoing expenses. Initial investments include the software license, professional services, and internal staffing backfill/support. After the first two years, there will be fixed annual subscription costs for a 3-year period which will then increase at an anticipated 3% rate annually starting year 6.

This supplemental appropriation will transfer all previously appropriated 2024 revenue and expense budgets and their corresponding actuals from a lapsing business unit into the new, non-lapsing business unit.

Implementation Period Suggested Funding

Previously Appropriated Funds	Amount
Data & Communications Fund Reserve – 2023/2024 BFO (<i>reserve generated by prior system fee</i>)	\$700,000
General Fund Reserves – 2023/2024 BFO	\$1,395,206
Change Management Funds	\$40,000
Total Previously Appropriated Funds (to be transferred)	\$2,135,206
Suggested Funds to be Appropriated	Amount
General Fund Reserves	\$1,400,000
Light and Power Fund Unanticipated Revenue	\$559,148
Water Fund Unanticipated Revenue	\$120,012
Wastewater Fund Unanticipated Revenue	\$369,392
Stormwater Unanticipated Revenue	\$251,448
Transportation Fund Reserves	\$942,311
Capital Expansion Fees Unanticipated Revenue (<i>CEF Administrative Allowance</i>)	\$400,000
Total Funds to be Appropriated With this Action	\$4,042,311
ARPA Funds (previously appropriated, now dedicated to this project)	\$129,419
General Fund Reserves (previously appropriated & spent in 2023)	\$4,794
Total Estimated Project Cost	\$6,311,730

**These sources are comprised of multiple funding streams that fall within the category. The exact breakdown within categories is still to be decided.*

Tyler Technologies also offers managed professional services for on-going system support that will require additional consideration from City IT Leadership. This is an optional cost and could mitigate the need for hiring additional personnel for ongoing maintenance and servicing of the software.

System Funding for Ongoing Subscription Costs

The system will require a yearly subscription cost which is estimated to be approximately \$700k for the first five years. At the conclusion of five years, a yearly inflationary rate of 3% will be applied. At this time, subscription cost is estimated to \$700K as there are Tyler support add-ons that could increase prices by approximately \$200k. The necessity of these add-ons continues to be evaluated. The ongoing subscription cost is anticipated to be managed in one or two ways:

1. Reinstatement of a 1.5% fee on all eligible transactions for system payment. There is historical precedence for this fee as it has been previously assessed to pay for the existing legacy system. The exact percentage of the fee could be adjusted to meet and not exceed cost recovery. Certain items such as capital expansion fees would not be subject to the fee due to concerns surrounding the legality of capital expansion fee usage.
2. A model that assigns cost based on system usage. The two implementation years will allow for further development of a suggested methodology.

In both scenarios, it is anticipated that at a minimum the General Fund, Utilities Funds, & the Transportation Fund would contribute to ongoing subscription costs.

As part of the scope of the project, the system is anticipated to fold in departments who have had a limited use case under the existing legacy system. The scope identified providing functionality to the following user groups:

- Environmental Services
- Community Development and Neighborhood Services
- Poudre Fire Authority
- Engineering
- Utilities
- City Clerk's Office

- City Manager's Office
- Natural Areas
- Parks
- Information Technology
- External Agencies

Tyler Technologies will bring expertise and experience to the project. The documented business processes will serve as the basis for testing, training, and future process improvements.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

At Council Finance Committee’s November 6, 2024, regular meeting, this item was discussed and was recommended to proceed to Council for appropriation.

PUBLIC OUTREACH

Over the years, the City has conducted numerous surveys centered around external customer experience with the development review process and most recently, the evaluation of our Current State of Customer Service that is being led by the City Manager’s Office.

Development Review Public Outreach

The Development Review Group has conducted numerous surveys that have consistently identified pain points in our development review process. These surveys revealed that staff struggled to keep pace with the administrative demands of reviewing development projects, and inefficient tools further contributed to lower-than-expected satisfaction within the development community.

Since the introduction of Development Review Coordinators in 2018, a significant administrative gap has been filled. However, several key pain points exist, which include:

- Excessive Review Cycles and Subjective Reviews Respondents frequently cited too many rounds of review, overly lengthy processes.
- Ineffective Meetings: Poorly organized and unproductive meetings wasted valuable time and resources.
- Need for a Simplified Process for Small Projects: Respondents suggested streamlining the review process for smaller projects to reduce administrative burdens.
- Limited Electronic Options: A lack of robust online tools hindered efficiency and user experience.

This project is anticipated to help re-engineer processes, streamline tasks, and introduce more automated workflows to significantly reduce the administrative burden on staff, and free up time to focus on critical discussions with our community. We also anticipate greater emphasis on self-serve workflows and tools for customers which will save time, walk customers through the process, and identify the status of their project without exchanging emails or calls with staff. Below is a high-level summary of the most recent surveys and studies completed.



Current State of Customer Service

The current state of customer service report gathered information from 43 participants from departments such as finance, utilities, community services, police services, planning, development, and transportation. The implementation of this project aims to align the City's objectives by modernizing our technology, providing a standardized level of service to customers, unifying the customer experience, and breaking down departmental silos that impede collaboration.

Future Communications Plan

As part of this appropriation request, staff proposes to fund a communication lead who will develop a communications plan that will include a public outreach component. A significant shift in how customers interact with the City is anticipated, requiring a clear and concise communication strategy to inform residents and businesses about these changes. This strategy will include a variety of channels, such as the City's website, social media, email newsletters, and traditional media outlets. Additionally, public meetings and training workshops may be held to provide opportunities for direct feedback and input from the community.

ATTACHMENTS

1. Ordinance for Consideration
2. Workshop Report
3. Prosci – Discovery Report
4. Presentation

ORDINANCE NO. 179, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING SUPPLEMENTAL APPROPRIATIONS OF PRIOR YEAR
RESERVES AND UNANTICIPATED REVENUE AND
AUTHORIZING TRANSFERS OF APPROPRIATIONS FOR THE
LICENSING PERMITTING AND CODE ENFORCEMENT SYSTEM

A. City Council authorized expenditures in the 2023/2024 City Budget for the implementation and modernization of a new licensing, permitting, and code enforcement (LPCE) system. This authorization and funding were part of the 'Digital Transformation' initiative.

B. The City's Digital Transformation initiative seeks to leverage new technologies to enable new or modify existing business processes, culture, and customer experiences to meet changing market and business requirements.

C. The City's current on-premise LPCE system will reach end-of-life at the end of 2025. This existing system requires either a significant upgrade to a cloud-based version of the system or conversion to a new system.

D. The City envisions this new LPCE system as a transformational project that will set the stage for the next 10-20 years on how the City provides services to its business and development community.

E. This appropriation request will provide the anticipated funding needed for software deployment, testing, training, temporary staffing backfill and organizational change management.

F. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of modernizing current business practices, improving efficiency, reducing errors, enhancing the customer experience, and saving both staff and customer time.

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 these appropriations are available and previously unappropriated from the Light and Power Fund and the Water Fund and the Wastewater Fund, and the Stormwater Fund and the Capital Expansion Fee Fund as applicable, and will not cause the total amount appropriated in the Light and Power Fund, the Water Fund or the Wastewater Fund, the Stormwater Fund, the Capital Expansion Fee 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.

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

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

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

L. The City Manager has recommended the transfer of \$559,148 from the Light and Power Fund; \$120,012 from Water Fund; \$369,392 from the Wastewater Fund; \$251,448 from the Stormwater Fund; \$942,311 From the Transportation Fund; \$400,000 From the Capital Expansion Fee Fund to the General Fund and \$2,135,206 from General Fund Operating Budget to General Fund Project Budget 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 the City Council to designate in the ordinance when appropriating funds for ta capital project, so 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 Licensing Permitting and Code Enforcement System Project. The City's Financial Officer has determined that the Licensing Permitting and Code Enforcement System Project is a capital project to which the non-lapsing exception under Article V, Section 11 of the City Charter applies

N. The City Council wishes to designate the appropriation herein for Licensing Permitting and Code Enforcement System Project as an appropriation that shall not lapse until the completion of the Licensing Permitting and Code Enforcement System 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 new revenue or other funds in the Light and Power Fund the sum of FIVE HUNDRED FIFTY-NINE THOUSAND ONE HUNDRED FORTY-EIGHT DOLLARS (\$559,148) to be expended in the Light and Power Fund for transfer to the General Fund for the Licensing Permitting and Code Enforcement System Project.

Section 2. There is hereby appropriated from new revenue or other funds in the Water Fund the sum of ONE HUNDRED TWENTY THOUSAND TWELVE DOLLARS (\$120,012) to be expended in the Water Fund for transfer to the General Fund for the Licensing Permitting and Code Enforcement System Project.

Section 3. There is hereby appropriated from new revenue or other funds in the Wastewater Fund the sum of THREE HUNDRED SIXTY-NINE THREE HUNDRED NINETY-TWO DOLLARS (\$369,392) to be expended in the Wastewater Fund for transfer to the General Fund for the Licensing Permitting and Code Enforcement System Project.

Section 4. There is hereby appropriated from new revenue or other funds in the Stormwater Fund the sum of TWO HUNDRED FIFTY-ONE THOUSAND FOUR HUNDRED FORTY-EIGHT DOLLARS (\$251,448) to be expended in the Stormwater Fund for transfer to the General Fund for the Licensing Permitting and Code Enforcement System Project.

Section 5. There is hereby appropriated from new revenue or other funds in the Capital Expansion Fee Fund the sum of FOUR HUNDRED THOUSAND DOLLARS (\$400,000)] to be expended in the Capital Expansion Fee Fund for transfer to the General Fund for the Licensing Permitting and Code Enforcement System Project.

Section 6. There is hereby appropriated from prior year reserves in the General Fund the sum of ONE MILLION FOUR HUNDRED THOUSAND DOLLARS: (\$1,400,000) to be expended in the General Fund for the Licensing Permitting and Code Enforcement System Project.

Section 7. There is hereby appropriated from prior year reserves in the Transportation Services Fund the sum of NINE HUNDRED FORTY-TWO THOUSAND THREE HUNDRED ELEVEN (\$942,311)] to be expended in the Transportation Services Fund for transfer to the General Fund for the Licensing Permitting and Code Enforcement System Project.

Section 8. The unexpended and unencumbered appropriated amount of TWO MILLION ONE HUNDRED THIRTY-FIVE THOUSAND TWO HUNDRED SIX DOLLARS (\$2,135,206) is authorized for transfer from the General Fund Operating Budget to the General Fund Licensing Permitting and Code Enforcement System Project Budget and

appropriated therein to be expended for Licensing Permitting and Code Enforcement System Project.

Section 9. The appropriation herein for Licensing Permitting and Code Enforcement System 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 December 3, 2024, and approved on second reading for final passage on December 17, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: December 27, 2024
Approving Attorney: Sara Arfmann

Development Review, Licensing, Permitting and Inspection Strategy and Roadmap Workshop Report

City of Fort Collins

July 21, 2023

Disclaimer: This is a typical report expected from an engagement. Final results may vary depending on the statement of work (SOW) between Info-tech & the client.

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Engagement Overview

Info-Tech Research Group (ITRG) conducted a three-day Development Review, Licensing, Permitting and Inspections Digital Strategy workshop with the City of Fort Collins during the period of 10st July – 12th July 2023. The stakeholders who participated in the three-day engagement provided valuable organizational knowledge and subject matter expertise. These stakeholders came from the following departments within the City of Fort Collins.

- Environmental Services
- Community Development and Neighborhood Services
- Poudre Fire Authority
- Engineering
- Utilities
- Customer Support
- Planning Services
- Meter Division
- City Clerks Office
- City Mangers Office
- Information Technology

Participating stakeholders contributed towards furthering the following objectives during the workshop:

- Holistic view of Development Review, Licensing, Permitting and Inspections concepts and set expectations
- Understanding of departmental capabilities and processes
- Understand current state, gaps and opportunities
- Validate and high-level Development Review, Licensing, Permitting and Inspections requirements
- Identify desired target state and develop Development Review, Licensing, Permitting and Inspections Operating Model
- Determine Development Review, Licensing, Permitting and Inspections guiding principles and critical success factors
- Understand stakeholders and identify risk mitigation strategies
- Discuss and agree upon future state options
- Align the Development Review, Licensing, Permitting and Inspections roadmap with organizational needs and capabilities

Development review, licensing, permitting and inspection system use cases:

- Development review, licensing, permitting and inspection systems facilitate the flow of information across business units. It allows for seamless integration of systems and creates a holistic view of the enterprise to support decision making
- In many organizations, these systems are considered the lifeblood of the organization. Lack of functionality around these functions will have a dramatic impact on the ability of the city to provide services to their customers.
- A licensing, permitting and inspection system:

- Supports these processes through technology
- Automates workflows
- Streamlines processes
- Allows for digital enablement

- A development review, licensing, permitting and inspection system does NOT include CRM (Customer Service Management) capabilities

USE CASES



PERMITS & INSPECTIONS

Streamline and automate permit approval and inspections process.

COMMUNITY DEVELOPMENT & PLANNING

Keep track of planning applications and milestones and adhere to comprehensive development plans.

CODE/ BYLAW ENFORCEMENT

Track and manage enforcement incidents from citizen complaint to case resolution.

LICENSING

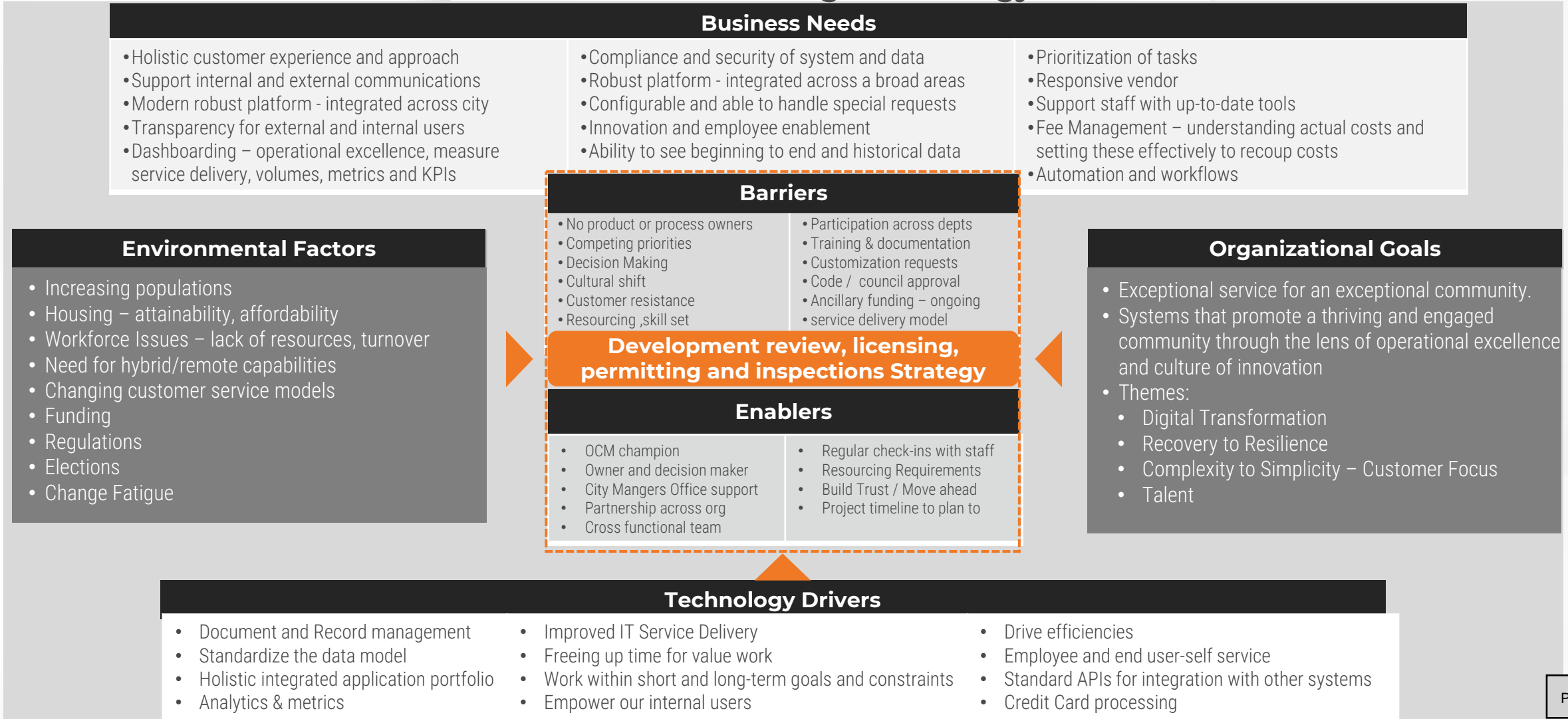
Automate business licensing from application and approvals to payments and renewals.

SERVICE REQUESTS

Uphold community standards by providing easily accessible mechanisms for constituents to make requests, complaints, and inquiries.

Development review, licensing, permitting and inspections are about much more than just technology

Business Model and Aligned Strategy



The **City of Fort Collins** discussed and identified their development, review, licensing, permitting and inspection related challenges

Current State Challenges

- **Manual processes** – many processes are manual and not being facilitated by the current tool.
- **Gaps in technology** - some processes are not able to be supported within current tools and software.
- **Lack of centralized customer information (CRM)**– Lack of CRM system hinders visibility and communication channels for supporting departments.
- **Lack of product ownership** – product ownership lack centralization creating lack of knowledge and enablement with current tools.
- **Minimal transparency and visibility across and within business capabilities** – lack of visibility across city functions and within capability areas (for example status and requirements across different departments difficult to see)
- **Lack of process ownership and governance** – gap in overarching strategic process ownership, design, and metrics. Process design is often reactive and approached with guard rails rather than from a proactive customer-centric perspective.
- **No single source of truth** - data residing in multiple systems and formats across city departments
- **Varying customer service delivery models** – customer service requirements currently vary across the organization from high-touch to desiring self-service. Alignment across departments and services would be beneficial.
- **Disjointed digital experience for consumers of city services** – varying methods and levels of customer engagement create a confusing and difficult to navigate experience for customers of these processes.
- **Voice of the customer not understood** (unified vision in progress)
- **Lack of digital enablement** - gaps in technology for those who cannot make it into the office in person
- **Confusing website navigation and content**
- **Disjointed Metrics** - lack of operational “metrics that matter”
- **Reporting and Analytics** –reporting and analytics is cumbersome and difficult.
- **No common data model** – efforts are in motion to correct this.
- **Lack of integrations** – enterprise architecture has been identified as playing a critical role in this initiative.

The City of Fort Collins explored options and decided to replace their current system to achieve their ideal future state

Development review, licensing, permitting and inspection Option Selection (Future State)

Strategy	Potential future state description
Maintain current system	The existing application satisfies both functionality and integration requirements. The processes surrounding it likely need attention, but the system should be considered for retention.
Augment current system	The existing application is, for the most part, functionally rich, but may need some tweaking. Spend time and effort building and enhancing additional functionalities or consolidating and integrating interfaces.
Optimize: Consolidate & current systems	The development review, licensing, permitting and inspection application portfolio consists of multiple apps serving the same functions. Consolidating applications with duplicate functionality is more cost efficient and makes integration and data sharing simpler.
Replace current system	The current configuration does not meet the long term needs of the organization. It would likely be more cost and time efficient to replace the application and its surrounding processes altogether.

Replace current system	
Replace the system to address gaps in the existing processes and various pain points	
Indicators	Potential solution
Technology pain points	
<ul style="list-style-type: none"> Existing implementation and software version lacks functionality Poor integration in place with other applications. Not aligned with technology direction or enterprise architecture plans. 	<ul style="list-style-type: none"> Evaluate the development review, licensing, permitting and inspection technology landscape. Determine if you need to replace the current system with a point solution or an all-in-one solution. Align development review, licensing, permitting and inspection technologies with enterprise architecture.
Data pain points	
<ul style="list-style-type: none"> Limited capability to store, retrieve data. 	<ul style="list-style-type: none"> Understand the data requirements.
Process pain points	
<ul style="list-style-type: none"> Insufficient tools to manage workflow. 	<ul style="list-style-type: none"> Review end-to-end processes. Assess user satisfaction.

Info-Tech recommends that the **City of Fort Collins** undertake the following steps to improve its development review, licensing, permitting and inspection effectiveness

Key Recommendations

- **Develop a cross-functional team with strong governance.** This will include a steering team, a selection committee and implementation resources. Leadership and key positions are imperative to push vision and coordinate change from the top down.
- **Establish product and process governance.** Include the city roadmap and overarching goals and objectives.
- **Build out a resourcing plan.** This is a significant effort that will require input from stakeholders and subject matter experts (SMEs) in many areas of the city departments. Develop an approach to handle the additional workload to avoid employee turnover and burnout. Look to ensuring success by including the following roles:
 - Team leads and decision makers
 - Subject matter experts
 - External resources including - organizational change management champion, project manager, process engineer, and training resources
 - Backfilling and cross training for key internal positions.
 - Bring in external resources to move the initiative forward including the roadmap and project plan selection and implementation phases.
- **Allow adequate time for selection and implementation.** This will be a multi-year implementation. Given the high number of affected users and participants, participation, training and change management will be essential for the success of the future state.
- **Take a broad approach to business process reengineering.** View processes across the city as they interact with each other and refrain from siloed thinking. Encourage senior leadership to push changes down from the top. Be proactive in process design and avoid reactive changes
- **Start with the end in mind and take an agile approach to this initiative.** Include the customer journey, customer service delivery models, departmental and technical needs to inform the project, and forge ahead with implementing systems that offer exceptional service and operational excellence.
- **Clarify Metrics that Matter.** Clearly define and understand metrics around customer service, efficiencies, resourcing that will deliver on excellence.
- **Embrace Organizational Change Management.** This is a large effort that is going to affect many parts of city processes. Develop an OCM strategy to ensure that employees support rather than resist the changes to systems and processes.
- **Consider the needs around CRM** and customer information. Customer Relationship Management has been identified as a gap in scope and will need to be addressed.
- **Find the best fit solution for city processes and embrace native best in class functionality with minimal customization.**
- **Encourage process and system integration** across the city.
- **Document Use Cases** attached to Mega Processes and departmental functions.
- **Continue to build out requirements** and identify high-priority requirements.
- **Develop an integration strategy** including the data model and enterprise architecture.
- **Include Master Data Management Strategy:** Continue to develop and enforce a master data management and data strategy to improve data availability and retention schedules.

As per the chosen option, the **City of Fort Collins** developed a future state roadmap to operationalize development review, licensing, permitting and inspection Strategy

Strategy Roadmap

Initiative	Owner	Others	Start Date	Duration	Target Completion Date
Complete Homework slides	SMEs	Dept. Teams	July 11, 2023	3 days	July 14, 2023
Create final workshop deliverable	Lisa	Jerry	July 12, 2023	1 week	July 21, 2023
Establish Governance	Alyssa	Malinda, Paul, Denzel others as needed/project team	July 19,2023	2 weeks	July 28, 2023
Engage with third party resources to define scope of work and preliminary costs for the project facilitation. (Determine PM Role and requirements)	Alyssa	Malinda	July 19, 2023	2 weeks	July 28, 2023
Refine the project team	Alyssa	Malinda, Paul, others as needed	July 17, 2023	1.5 weeks	July 21, 2023
Put together initial Communication Plan	Alyssa	Malinda, Paul, Denzel	July 17, 2023	2 weeks	July 28 th , 2023
Draft of the Project Charter	Alyssa	Malinda, Paul, Denzel others as needed/project team	July 17,2023	1 weeks	July 28, 2023
Review Workshop Deliverable with ITRG	Lisa	Alyssa Malinda	July 24, 2023	1 week	July 28 th , 2023
Meet with executive sponsors and CMO office to debrief on the initiative.	Alyssa (to coordinate)	Malinda, Paul, (utilize existing team for this)	~Mid-August		

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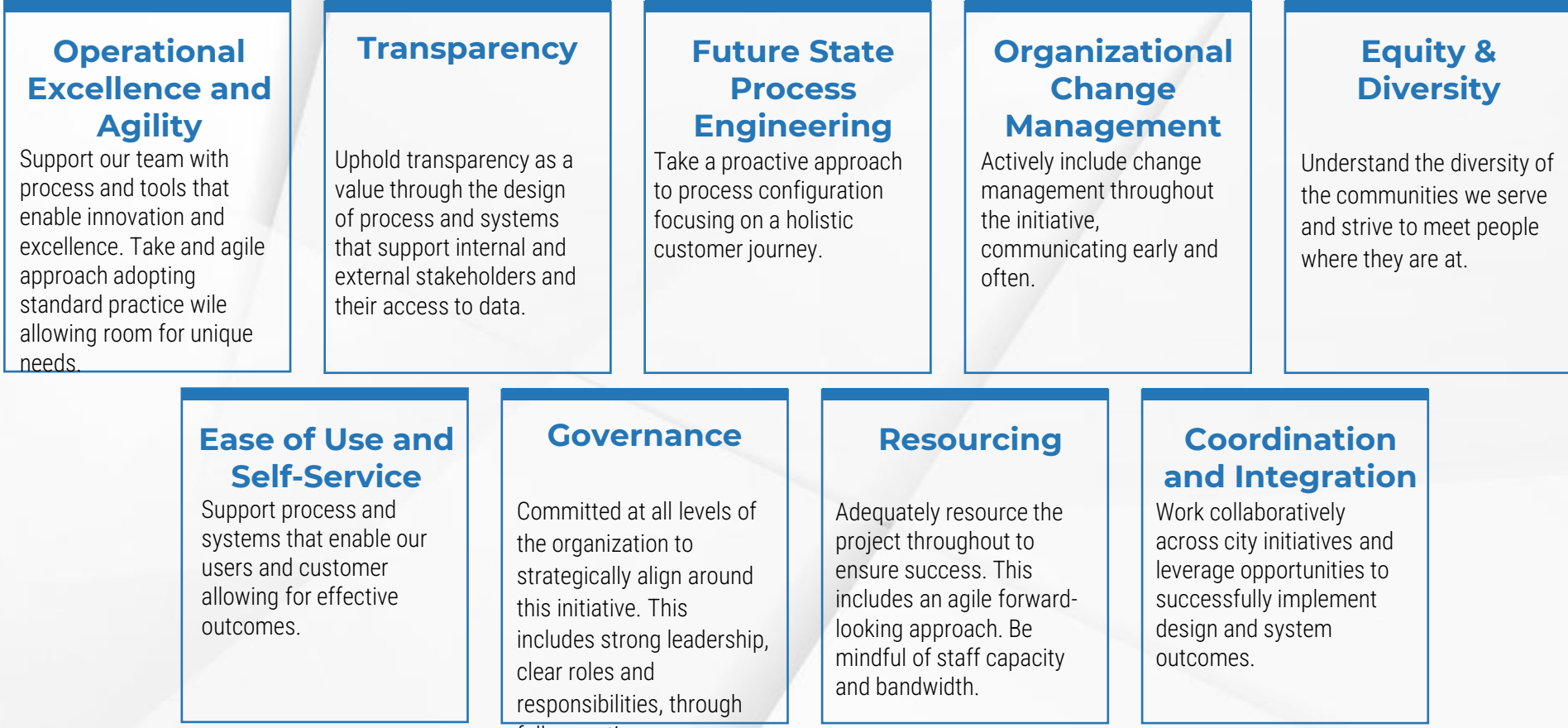
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- ❖ Future State Requirements

- Vendor landscape
- Related Info-Tech research

The City of Fort Collins's development review, licensing, permitting and inspection Vision & Guiding Principles

“The City of Fort Collins, will select and implement an integrated software suite moving toward an efficient, user-friendly system that meets our standards for excellence and allows staff to focus time on the most valuable activities.”



The City of Fort Collins's development review, licensing, permitting and inspection benefits directly support its corporate goals

Benefits

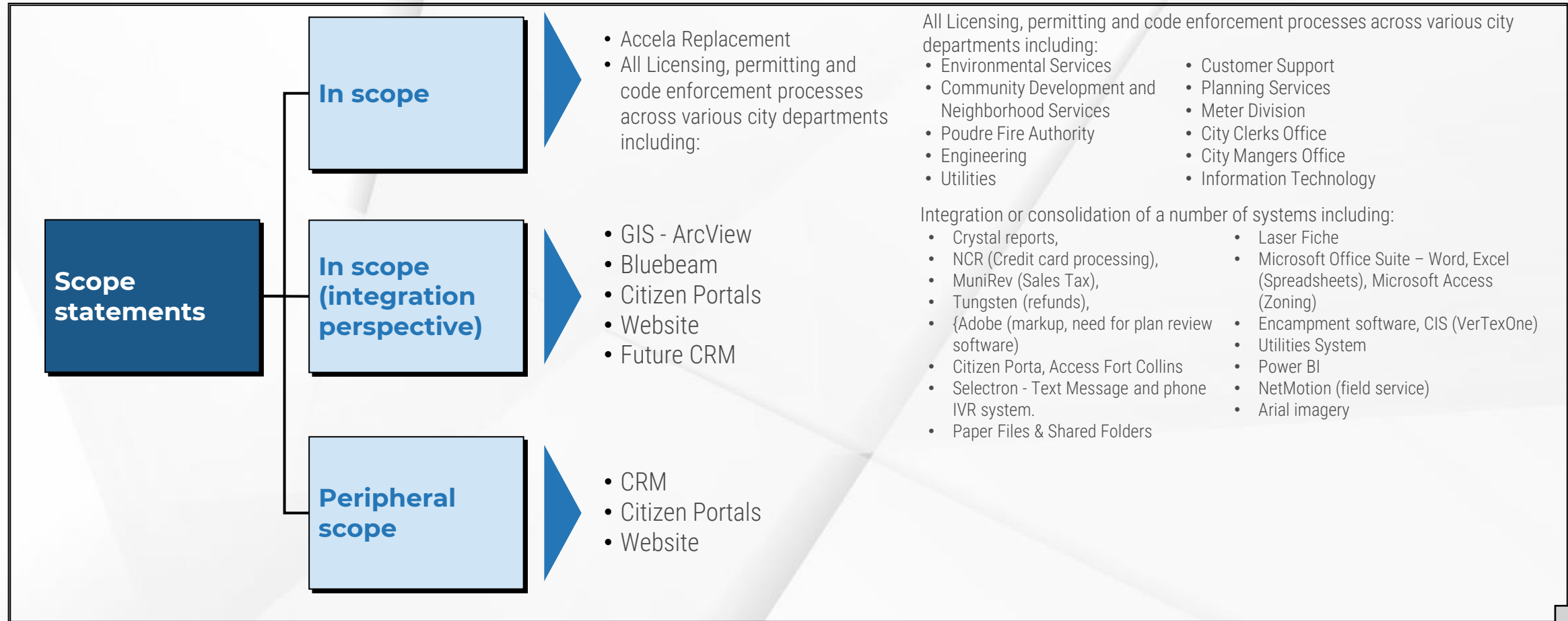
Goals

Benefits

Mission: Exceptional service for an exceptional community			
Vision: Systems that promote a thriving and engaged community through the lens of operational excellence and culture of innovation			
Digital Transformation	Recovery to Resilience	Complexity to Simplicity – Customer Focus	Talent
<ul style="list-style-type: none"> • Meet the need of a diverse customer population - allow the city to meet the expectations of a diverse community through digital services • Transparency and visibility – ease of use, integrated operations across city departments, clear understanding of who to go to, what the process is and status • Automate and create efficiencies - create bandwidth for staff to focus on high-value services • Embrace best in class technology and industry standards – commitment to business process engineering and adoption of technology with minimal customization • Ease of use – support our staff and customers by developing easy to use and navigate systems • Standardize service delivery – offer our customers strategic service delivery models • Access to information – allow our internal and external stakeholders easy to access information around processes • Integration across departments and systems– reduce handoffs between departments and integrate systems across the city 	<ul style="list-style-type: none"> • Compliance – ensure compliance and checkpoints are built into the system and processes. Test automation and learn what will work best. • Efficient and Timely Service – create automated efficiencies to help ease the burden on staff to deliver on tight targets. Allow the system to handle agile processes. • Data and Reporting –pull reports easily and efficiently. Allow for more self-service and access to data. • Established Data Model and Architecture including retention policy. • Usability - Consistent and streamlined service experience • Documentation and Training - support city wide system and software documentation and training • System Access – across departments and enabling field employees • Customer Information and History – (CRM needs) one source of truth for customer data including historical records and case management. • Operational Support – consistent SAAS systems and support services across the city. 		

The City of Fort Collins formulated scope statements to decide which people, processes, and functions the development review, licensing, permitting and inspection strategy will address

Scope definition



The City of Fort Collins identified competing priorities to ascertain appropriate resources and attention from business and the IT organization

Competing projects

Project	Timeline	Implications
Departmental Specific Projects	Ongoing	Resourcing bandwidth
CX, Website and Content management, Etc.	Ongoing	There are some dependencies, but we cannot wait. -Resourcing Requirements -Purchasing Department / Legal bandwidth will be important
Land Development Code (CDNS team)	Ongoing	Process design engineering, resourcing impacts
Rental Registration Program	Ongoing	Process design engineering, resourcing impacts
Utilities Billing	Ongoing	Integrations impacted
Building Code Adoption	Bi-Annual	Process design engineering, resourcing impacts
GIS Modernization Project	Ongoing	Integrations impacted
Other enterprise with system replacements and integrations (example ERP upgrade, credit card/finance processes)	Future State	Process design engineering, resourcing impacts Integrations impacted

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Development review, licensing, permitting and inspection operating model reflects the complete list of mega-processes and their prioritization at the **City of Fort Collins**



Capability maturity description

Capability Level	Process	Technology
Weak	<ul style="list-style-type: none">• The process is undocumented• Exceptions to the process result in fire fighting• There is no process consistency	<ul style="list-style-type: none">• The process is not handled by software• The process is manual using ad hoc tools such as Excel
Moderate	<ul style="list-style-type: none">• The process has some documentation• Exception handling not documented• Process somewhat consistently executed	<ul style="list-style-type: none">• The process is partially executed in software• Certain steps happen outside the software, e.g., Approvals via email
Strong	<ul style="list-style-type: none">• Process full documented• Exception handling is documented• Process executed consistently	<ul style="list-style-type: none">• The process executes completely within the software• All steps, approvals, and documentation are captured and accessible in the software

The City of Fort Collins discussed business capabilities, value streams, and business processes to generate an organization wide development review, licensing, permitting and inspection process inventory

Development Review, Licensing, Permitting and Inspection Process inventory

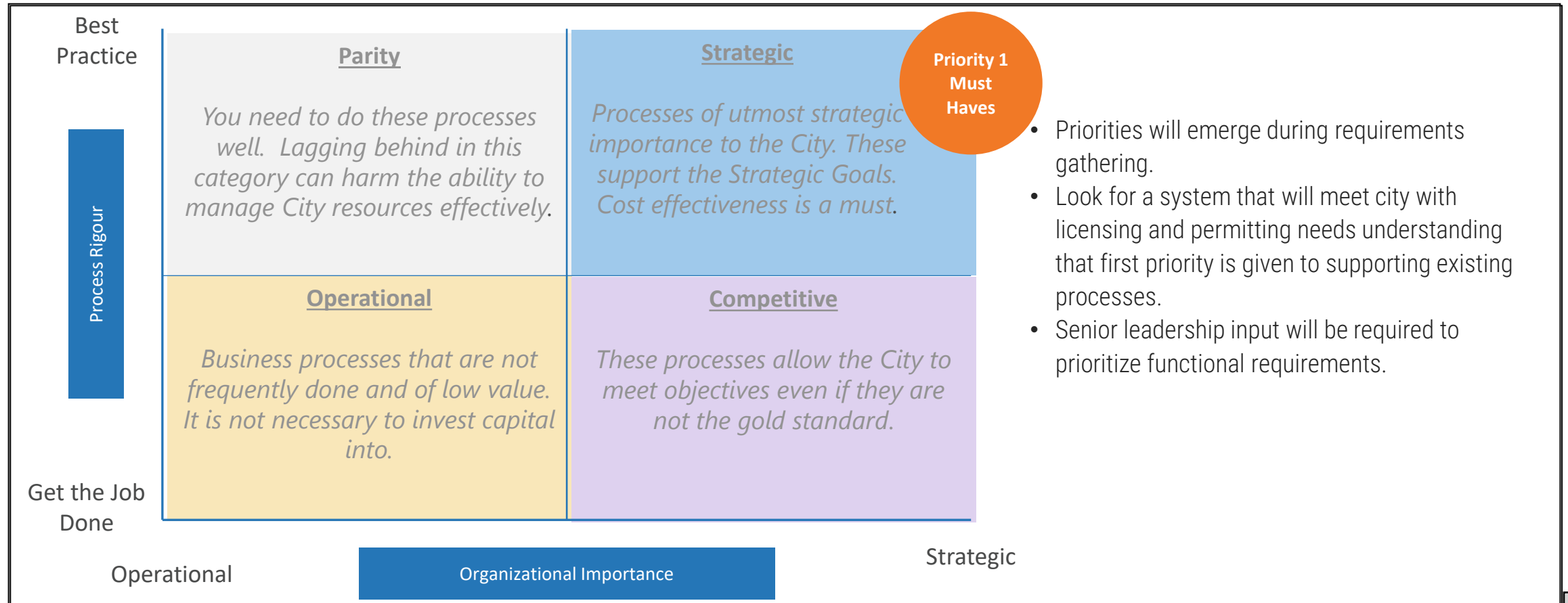
Planning and Development		Permits and Licensing		Code Enforcement		Customer Service and Shared Functionality	
Process	Technology	Process	Technology	Process	Technology	Process	Technology
<ul style="list-style-type: none"> • Land Development Applications • Lot/Land Management - Attributes • Schedule / Conduct Planning Inspections • Manage application details • New Lot/Land Creation • Subdivision Plan Management • Maintain Fee Schedule • Accept Payments • Land Use Inquiries (Also land use app's w/ a charge) • Zoning Violations 		<ul style="list-style-type: none"> • Manage Permit/License Applications • Receive/validate • Process applications • Issue Permits/ License • Renew Permits/ License • Maintain Fee Schedule • Calculate/Manage Application Fees • Manage Parking Passes • Track Permits • Receive Payment • Manage Inspections • Schedule Inspections • Perform Inspections 		<ul style="list-style-type: none"> • Manage Complaints • Identify Infractions • Issue Tickets • Perform Adjudication / Provincial Court • Conduct Inspections • Maintain Fee Schedule • Accept Payments 		<ul style="list-style-type: none"> • Other Service Requests Intake • Assign/Route/Schedule (Internal/External) • Perform Service • Complete Service Request • Service Request Tracking – (internal and external users, transparency) • Maintain Fee Schedule • Accept Payments • Customer Service (example walk-ins) • -- • Records management • Accessibility • Self/Service Usability • Portal • Credit Card Services 	

Current State capability maturity

● Strong
 ● Moderate
 ● Weak

The City of Fort Collins prioritized development review, licensing, permitting and inspection processes which can potentially impact vendor selection and implementation roadmap

Process and Requirement Prioritization



The City of Fort Collins developed an inventory of their applications that support the development review, licensing, permitting and inspection business processes

Application Portfolio (Applications currently being used to support in-scope processes)

- Accela
- ArcView
- JDE
- Microsoft Office
- Utilities System
- Customer Portals, Access Fort Collins
- Accela, Accela Mobile (inspectors code compliance)
- crystal reports,
- NCR (Credit card processing),
- MuniRev (Sales Tax),
- Tungsten (refunds),
- Accela electronic document review software {Building}
- BlueBeam (Dev Review)
- Adobe (markup, need for plan review software)
- Scheduling (current) Citizen Portal, Text Message and phone IVR system. (vendor Selectron)
- Paper Files
- Shared Folders – S Drive.
- Laser Fiche)
- Microsoft Access (Zoning)
- IVR (Scheduling) / Cisco IVR (Integration will be important in the future)
- Encampment tool and software (ties into GIS), used for field locations
- CIS (VerTexOne) (will be an integration)
- Power BI
- Login credentials for external users – Google etc.
- NetMotion (field service)
- Arial imagery
- Other

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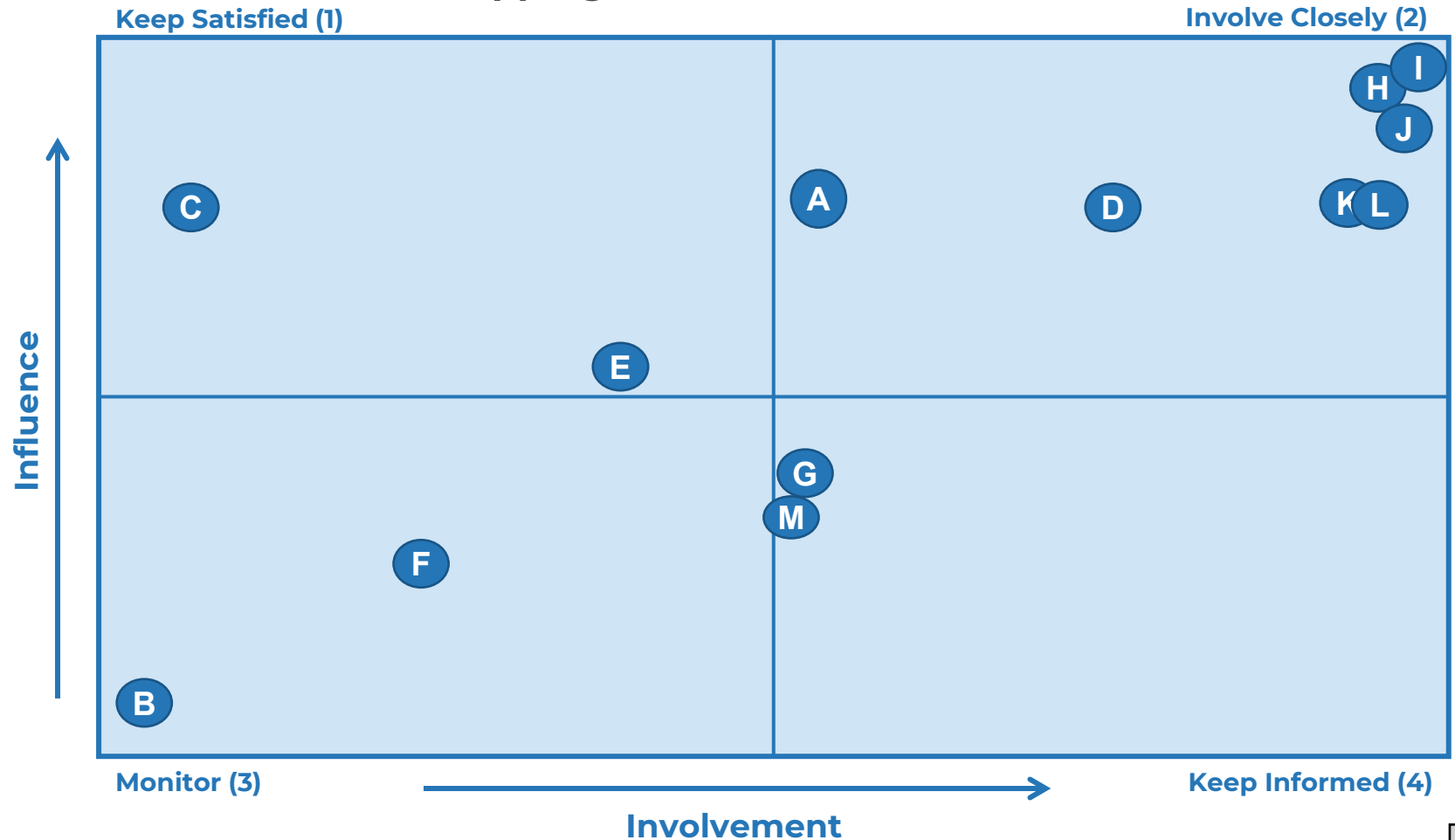
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- Related Info-Tech research

The City of Fort Collins mapped the stakeholders based on their expected Influence and involvement in the development review, licensing, permitting and inspection project

Stakeholder mapping

- List of Stakeholders**
- a. Applicants – Engaging Customers, Developers, Builders, Contractors, Homeowners
 - b. Non-compliant Customers
 - c. Informational Customers
 - d. Super User
 - e. Standard /Casual User
 - f. Other Government agencies
 - g. Council
 - h. Decision Makers/Senior Stakeholders/Upper Management
 - i. Project Sponsor
 - j. Project Team
 - k. OCM Resource
 - l. Process Engineer Resource
 - m. Boards and Commissions



The City of Fort Collins identified potential risks that may impede the successful completion of project and for each risk, planned mitigation tactics

Potential risks and mitigation strategies

Potential Risk	Impact	Likelihood	Mitigation Effort
Resourcing and staff bandwidth	1	1	Look at backfilling, cross training, any opportunities to free up bandwidth from critical team members. Decrease regular duty obligations. Look for consultants and external resources.
Full Time Project Manager	1	2	Look for support for this early. Look for external resourcing. Ask for resourcing early along with OCM and Process Engineer Consultant.
Budget	1	2	Work to be aware of costs early. Ask for additional budget and resourcing.
Governance	1	2	Past failures have helped us learn that this is critical to our success. Build in governance model as soon as possible. Work with core team and executive sponsors to get this in place.
Vendor Management	1	1	Lack of product owner has led to issues on other projects. A product owner should be identified. Vendor management should be coordinated between IT and the business. (Coordinate release plans, test plans (internal and external), etc.) Measure vendor performance, SLAs, PSAs. Escalate support. Use concepts such as MVP, iterate over time.

Rating Scale:

Impact: **1- High Risk**

Likelihood: **1- High/Needs Focus**

2- Moderate Risk

2- Can Be Mitigated

3- Minimal Risk

3- Remote Likelihood

The City of Fort Collins identified potential risks that may impede the successful completion of project and for each risk, planned mitigation tactics

Potential risks and mitigation strategies

Potential Risk	Impact	Likelihood	Mitigation Effort
Internal and External Organization Change Management (Including: Messaging/Communications/Training)	1	1	Look for an external resource to manage OCM.
Involving appropriate resources throughout the project and initiative	1	2	Ongoing resourcing plan. Requesting form vendor and SI what the internal resource requirements will be.
CRM Functionality	2	1	Full functionality around these capability areas may not be realized without CRM functionality. Communicate this to the team. Include CRM in future project plans and budgeting.
User Resistance	2	2	This may vary across user groups (for example developers). User resistance will require additional effort to mitigate. Make sure we have strong training tools and OCM for all user groups. (user believability that this will move forward also a risk)

Rating Scale:

Impact: **1- High Risk**

2- Moderate Risk

3- Minimal Risk

Likelihood: **1- High/Needs Focus**

2- Can Be Mitigated

3- Remote Likelihood

The City of Fort Collins identified potential risks that may impede the successful completion of project and for each risk, planned mitigation tactics

Potential risks and mitigation strategies

Potential Risk	Impact	Likelihood	Mitigation Effort
Loss of a key stakeholder/knowledge	2	3	Identifying key stakeholders, regular pulse checks on the team, measuring the health of the team, cross training, knowledge transfer, documentation.
Council and electoral changes	2	3	Be aware of risk. Communicate with new members the importance of this project in relation to other projects.
CMO Philosophy	1	3	Communication, include in the governance of the project.

Rating Scale:

Impact: **1- High Risk**

2- Moderate Risk

3- Minimal Risk

Likelihood: **1- High/Needs Focus**

2- Can Be Mitigated

3- Remote Likelihood

The City of Fort Collins explored the success factors related to the development review, licensing, permitting and inspection initiative

Critical success factors

Critical Success Factors for Large Enterprise Initiatives

1. Top Management Support
2. Inter-division communication and cooperation
3. Commitment to business process reengineering
4. Implementation project management from initiation to post go live
5. Change management program
6. Project team competence
7. Education and training for stakeholders
8. Project champion to lead implementation and resources
9. Project vision and mission
10. Consultants and expertise
11. Minimum level of customization
12. System selection (professional requirements-based selection)
13. Consideration of culture in the process (norms, values, beliefs)
14. User involvement and participation throughout the project
15. Vendor support and Partnership



Fort Collins Critical Success Factors

- Better linkages between the permitting and Land Development processes. Ability to see history and background information on a property.
- Coordination of permits that might be happening under a project umbrella. Keep these processes consolidated and centrally visible.
- Leadership and key positions helping push that coordination and change from the top down.
- Integrated processes and solutions.
- Autonomous coordination of processes
- Centralizing application process
- Create resourcing bandwidth to address process and subprocess reengineering
- Letting go of the history and stay focused on the future
- Support from above
- Approval to not to be reactionary when there is an issue and pressure to change process
- Maintain the ability to communicate and build relationships between the formal processes
- Hearing from the customer to understand what they need, what information they need to find, the customer experience feedback
- Build our internal support infrastructure – ensure we have people in the right positions to help support this initiative and ensure its success

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- Related Info-Tech research

Planning and Development

Planning and Development

Stakeholder Name:

- Brandy

Department:

- .

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Description/Use Case	All activities linked to land and building development and management. Development review, planning, long range planning. USE CASE: DEVELOPMENT REVIEW
Key Success Indicators	<ul style="list-style-type: none"> • Status and understanding of where a process is at (with the City or with the applicant), how to size the projects – match scale of the project to requirements,
Current Pain Points	<ul style="list-style-type: none"> • Some use of Accela but not all of the process is handled there (Bluebeam), development review not able to accept payments online automatically currently, communications very manual/email etc., Bluebeam collaboration not fully available, Process contacts not searchable or visible, information access limited and cumbersome, Access to records and ability to approve documents cumbersome (Laserfiche is a monster of its own), behind the times in technology, generating comment letters manual (validate this), coordination difficult, shared folders, lots of extra work and effort trying to understand status and move a process along, Task assignment difficult, GIS integration, searching difficult,
Future State Requirements	<ul style="list-style-type: none"> • Having one system be able to handle process from beginning to end, Information and record keeping, workflow, approvals process, document management, task assignment, correspondence tracking, fee schedules, payment processing, integration with GIS, online submittals for internal staff (? (access for applicants) (intake process, upload documents, view status)), handle rounds of review, be able to identify bad players, automated reminders, customer centered design, compliance

Rank the *Process Maturity* for current processes. (highlight appropriate choice)

- Strong Process - Formalized, documented, optimized, audited.
- Moderate Process - Process is poorly documented and resides with individuals. Inefficient and error prone
- Weak Process - Ad hoc, not formalized, inconsistent

Rank the *Technology Maturity* for current processes. (highlight appropriate choice)

- Strong – The process executed entirely within the technology stack with no manual processes
- Moderate – Some technology support with little automation
- Weak – manual execution and often paper-based

- Note conceptual review and minor amendment may be different

Planning and Development

Stakeholder Name:

- Brandy

Department:

- .

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Process Step	Application	Review	Enter Information	Review Workflows start	Meetings Scheduled	Letters Generated to applicant team	Applicant resubmits	Hearing Decision Making /Recording	Accept Payments	Close Application	Customer Service	Supporting Services	Detailed Notes about your specific process. How is it similar/where does it differ?
Details	Includes: (Post conceptual review) Application received via email with supporting files Receive application and enter information Email, S Drive Fees required at this stage		Information is entered in to Accela and Blue beam	Team works within Accela and Bluebeam There are set timeframes for the work process At these milestones, the status is reviewed, (Workflow tracked through excel (manual))	Coordination and scheduling of meetings	Microsoft word used for letters (Redlines with Bluebeam now being tested)			Accept and process payment. Reconcile with issue.	180 days (extension request or expired)	<ul style="list-style-type: none"> • Intake applications • Intake inquiries • Correspond to citizens • Offer information • Update on Status 	<ul style="list-style-type: none"> • Policies and Procedures • Record Keeping and document management • Letter and correspondence templates • Status Tracking • Assign/Route/ (Internal/External) • Perform Service • Complete Service Request • Service Request Tracking • Maintain Fee Schedule • Walk in Requests 	

Planning and Development

Stakeholder Name:

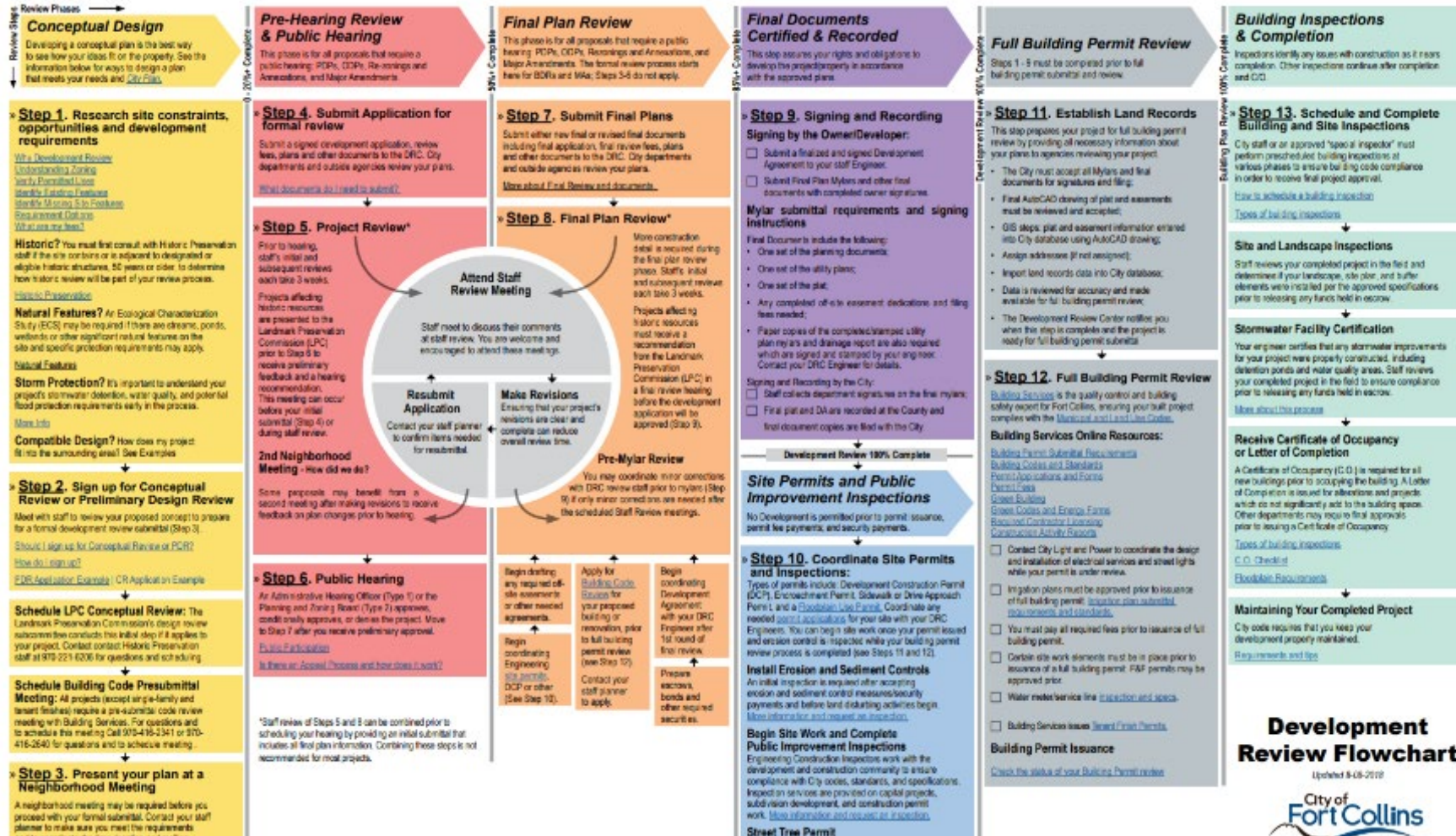
- Brandy

Department:

-

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability



Planning and Development




Stakeholder Name:

Justin Moore/ Rob Bianchetto

Department:

- Zoning

LEGEND

-  Strong Capab Item 9.
-  Moderate Capability
-  Weak Capability

Description/Use Case	Land Use Review Commission variances
Key Success Indicators	<ul style="list-style-type: none"> • Ensuring applicant is requesting the correct variances, checking application for completeness
Current Pain Points	<ul style="list-style-type: none"> • Getting applicants to follow instructions
Future State Requirements	<ul style="list-style-type: none"> • One program to do it all (create/upload packet in same program)

Rank the *Process Maturity* for current processes. (highlight appropriate choice)

- Strong Process- Formalized, documented, optimized, audited.
- Moderate Process - Process is poorly documented and resides with individuals. Inefficient and error prone
- **Weak Process - Ad hoc, not formalized, inconsistent**

Rank the *Technology Maturity* for current processes. (highlight appropriate choice)

- Strong – The process executed entirely within the technology stack with no manual processes
- **Moderate – Some technology support with little automation**
- Weak – manual execution and often paper-based

Planning and Development

Stakeholder Name:

Justin Moore/ Rob Bianchetto

Department:

- Zoning

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Process Step	Development Applications	Communications and Inquiry Management	Lot/Land Management	Schedule / Conduct Inspections	Manage application details	New Lot/Land Creation	Subdivision Plan Management	Make Determination	Accept Payments	Close Application	Customer Service	Supporting Services	Detailed Notes about your specific process. How is it similar/where does it differ?
Details	<p>Variance applications received via email or in-person</p> <p>They are usually submitted after an initial conversation about one being required. Generally do not receive variances without expecting them</p>	Confirm receipt of electronic submissions via email		<p>Once review is complete, confirm with applicant date of hearing</p> <p>Schedule on-site visit for photographs to be taken by Zoning Inspector for hearing presentation</p>	<p>Review application for completeness</p> <p>Is variance required? Are the correct variances being requested? Are additional variances required based on scope of request? Can the request even be made via a variance?</p>			<p>Enter application information into Accela</p> <p>Create folder in cloud drive to house all documents that are submitted</p> <p>Assign fees</p>	<p>Link to online portal provided in email, for online payment</p> <p>Can pay over the phone with a credit card</p> <p>Can pay in-person with cash, check or credit card</p> <p>Can send check via USPS</p>	<p>Admin combines all documents into a presentation. Sends out postcards with hearing information to neighboring properties. Uploads documents for public viewing.</p>	<ul style="list-style-type: none"> • Intake applications • Explains variance process • Determines if variance would be required, if the request can be considered as part of a variance • Offer information • Update on Status 	<ul style="list-style-type: none"> • Policies and Procedures • Record Keeping and document management • Letter and correspondence templates • Status Tracking • Assign/Route/ (Internal/External) • Perform Service • Complete Service Request • Service Request Tracking • Maintain Fee Schedule • Walk in Requests 	<ul style="list-style-type: none"> • Application reviewed and processed • Applicant attends hearing at assigned date/time • City presents, applicant discusses proposal with the commission • Commission makes decision • Zoning Inspector needs to follow up in case a building permit or minor amendment was on hold pending approval of a variance

Planning and Development

Stakeholder Name:

- Historic Preservation Services (Jim Bertolini)

Department:

- Community Development & Neighborhood Services

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Description/Use Case	Historic Preservation is an input in the Development Review process. Our role is to ensure compliance with LUC 3.4.7 protecting cultural resources on development sites. Typically, this includes a Resubmittal requirement for historic survey (an evaluation of whether a property is an historic resource; usually handled at the Conceptual/Preliminary Development Review stage of a process (or earlier informal inquiry), and then the HP staffer reviewing the project against the historic preservation standards (if they apply) like a normal reviewer in Accela. Depending on the scale/scope of the project, the review may be referred to the Historic Preservation Commission (HPC - an all-volunteer quasi-judicial commission with certain land use duties). While there are some cases where HP staff/the HPC are decision-makers, in most cases of development review, HP staff/the HPC provide a recommendation to the decision-maker during the development review process.
Key Success Indicators	<ul style="list-style-type: none"> • Completion of historic survey prior to a PDP or similar submittal (i.e., avoiding an "Incomplete" when a development project submission comes in) • Preservation of Eligible resources on the development site/compatibility of new construction as required.
Current Pain Points	<ul style="list-style-type: none"> • 2 key points in our process are not counted in Accela and are processed manually: Historic survey (which includes an application and a fee payment; the fee is paid through Accela but it's a "miscellaneous" charge that requires coordination with the BDRT); and HPC documentation • Related to above – ancillary documents such as an historic survey form, or minutes from the HPC meeting, are not included in the Accela/development review record, unless they're manually added to a decision-maker packet for an admin hearing or P&Z hearing. • Connection between development review/development agreements is only manually connected to reviewing associated building permits.
Future State Requirements	<ul style="list-style-type: none"> • Get currently external project components (historic survey, HPC review) connected to development review process • More seamless link between development entitlement process and confirming construction documents during building permit review

Rank the *Process Maturity* for current processes. (highlight appropriate choice)

- Strong Process- Formalized, documented, optimized, audited.
- Moderate Process - Process is poorly documented and resides with individuals. Inefficient and error prone
- Weak Process - Ad hoc, not formalized, inconsistent

Rank the *Technology Maturity* for current processes. (highlight appropriate choice)

- Strong – The process executed entirely within the technology stack with no manual processes
- Moderate – Some technology support with little automation
- Weak – manual execution and often paper-based

Planning and Development

Stakeholder Name:

- Historic Preservation Services (Jim Bertolini)

Department:

- Community Development & Neighborhood Services

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Process Step	Identification of Historic Survey Need	Accept Payments	Historic Survey Completed	Project Review	HPC Review	Make Recommendation	Customer Service	Supporting Services	Detailed Notes about your specific process. How is it similar/where does it differ?
Details	Determine if historic survey is needed	Processed in Accela but not tracked (i.e., no formal category for fee payment; just marked as a MISC payment)	Typically takes 4-6 weeks from payment. Completed with 3rd party contractor.	Based on survey result, if further project review is needed, Preservation staff begin working as an input to development review in Accela.	For select projects, HP staff refer to HPC for decision. This may include a conceptual review with the HPC prior to securing a recommendation from the HPC. HPC meets once a month so entire HPC review can take 3 months or more.	Typically just tracked by HP staff entering requirements/recommendations in Accela during PDP/FDP process.	<ul style="list-style-type: none"> • Provide subject-matter expertise at development review meetings or in separate/external meetings to process detail issues. 	<ul style="list-style-type: none"> • Record-keeping – at present, Historic Preservation records are not included in Accela or Laserfiche. • Can a development review process include ability to upload key documents? If so, for Historic Pres, this would be a copy of an historic survey record, if one was produced and draft minutes of an HPC meeting where a recommendation was made. • Laserfiche is a larger issue (related to capacity to set up a cabinet and process legacy data into it), but aiming to integrate digital records (once digitized) with GIS and with permit applications when relevant. 	Largely, the Historic Preservation process itself is not separate from the larger development review process. Our section provides a recommendation to the decision-maker so it's a matter of getting the right info inputted at the right moment to be effective. The key drawbacks at present are 2 critical pathways that exist entirely outside of our development review tracking system.

Development Review

- Application,
- Planning process
- Review
- Infrastructure review process,
- Construction phase, acceptance,
- Building permit
- -> building/ zoning etc.

Planning and Development

Stakeholder Name: Marc Virata

Department: Engineering

LEGEND

- Strong Capability Item 9.
- Moderate Capability
- Weak Capability

Description/Use Case	Makes comments in occasion on development applications with respect to whether there is eligibility for reimbursement to developers on infrastructure being installed from the Transportation Capital Expansion Fee (TCEF) Program.
Key Success Indicators	<ul style="list-style-type: none"> Sufficient level of information on the plans to make the determination on eligibility for reimbursement. Coordination with Development Review Engineering on verification that the infrastructure is designed to meet standards and is considered "ultimate" and not "interim" improvements, which would not be eligible for reimbursement.
Current Pain Points	<ul style="list-style-type: none"> Ability to better link and find the Planning and Development case history through to the Permitting. They're treated as separate modules and linkages between the two are sometimes difficult to make connections.
Future State Requirements	<ul style="list-style-type: none"> Having one system be able to handle process from beginning to end

Rank the *Process Maturity* for current processes. (highlight appropriate choice)

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- Weak – manual execution and often paper-based

Process Step	Development Applications	Communications and Inquiry Management	Lot/Land Management	Schedule / Conduct Inspections	Manage application details	New Lot/Land Creation	Subdivision Plan Management	Make Determination	Accept Payments	Close Application	Customer Service	Supporting Services	Detailed Notes about your specific process. How is it similar/where does it differ?
Details	Includes providing comments on PDP level review, final plan review							Review drawings for determination of eligibility		Close review			<ul style="list-style-type: none"> Review of public infrastructure plans (utility plans) Review of Traffic Study

Planning and Development

Stakeholder Name:

- Tyler Siegmund

Department

Light and Power Engineering

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Description/Use Case	Coordinate with applicants to layout an electrical design for the proposed development Ensure electric service standards are being met
Key Success Indicators	<ul style="list-style-type: none"> • Design electric infrastructure for all projects so applicant can add to the development plans
Current Pain Points	<ul style="list-style-type: none"> • Some use of Accela but not all of the process is handled there (Bluebeam), , communications very manual/email etc., Bluebeam collaboration not fully available, Process contacts not searchable or visible, information access limited and cumbersome, Access to records and ability to approve documents cumbersome (Laserfiche is a monster of its own), behind the times in technology, coordination difficult, shared folders, lots of extra work and effort trying to understand status and move a process along, Task assignment difficult, GIS integration, searching difficult,
Future State Requirements	<ul style="list-style-type: none"> • Having one system be able to handle process from beginning to end, Information and record keeping, workflow, approvals process, document management, task assignment, correspondence tracking, fee schedules, payment processing, integration with GIS, online submittals for internal staff (? (access for applicants) (intake process, upload documents, view status)), handle rounds of review, be able to identify bad players, automated reminders, customer centered design, compliance

Rank the *Process Maturity* for current processes. (highlight appropriate choice)

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Process Step	Development Applications	Communications and Inquiry Management	Lot/Land Management	Schedule / Conduct Inspections	Manage application details	New Lot/Land Creation	Subdivision Plan Management	Make Determination	Accept Payments	Close Application	Customer Service	Supporting Services	Detailed Notes about your specific process. How is it similar/where does it differ?
Details	Provide comments related to electric design/service. Ensure electric service standards are being met							Review drawings and ensure electric standards are being met					<ul style="list-style-type: none"> • Review plans and coordinate electric design with applicants. • Provide markups in Bluebeam • Enter comments into Accela • Review preliminary electric loads to ensure electric design can handle proposed loads

Planning and Development




Stakeholder Name:

- Noah Beals, Development Review Manager

Department:

- CNDS (Planning and Zoning)

LEGEND

-  Strong Capab Item 9.
-  Moderate Capability
-  Weak Capability

Description/Use Case	All activities linked to land and building development and management. Development review, planning, long range planning.
Key Success Indicators	<ul style="list-style-type: none"> • Status and understanding of where a process is at (with the City or with the applicant), how to size the projects – match scale of the project to requirements,
Current Pain Points	<ul style="list-style-type: none"> • Some use of Accela but not all of the process is handled there (Bluebeam), development review not able to accept payments online automatically currently, communications very manual/email etc., Bluebeam collaboration not fully available, Process contacts not searchable or visible, information access limited and cumbersome, Access to records and ability to approve documents cumbersome (Laserfiche is a monster of its own), behind the times in technology, generating comment letters manual (validate this), coordination difficult, shared folders, lots of extra work and effort trying to understand status and move a process along, Task assignment difficult, GIS integration, searching difficult,
Future State Requirements	<ul style="list-style-type: none"> • Having one system be able to handle process from beginning to end, Information and record keeping, workflow, approvals process, document management, task assignment, correspondence tracking, fee schedules, payment processing, integration with GIS, online submittals for internal staff (? (access for applicants) (intake process, upload documents, view status)), handle rounds of review, be able to identify bad players, automated reminders, customer centered design, compliance

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- Weak – **manual execution** and often paper-based

Planning and Development

Stakeholder Name:

- Noah Beals, Development Review Manager

Department:

- CNDS (Planning and Zoning)

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Process Step	Conceptual Review	Neighborhood Meeting	Application Submittal	Rounds of Review	Public Hearing and/or decision	Appeal Period	Application Submittal	Rounds of Review	Final Approval /Recording	DCP Meeting and issuance	Building Permit Application submittal	Individual Department Review of Building	Building Permit Issuance	Building Inspections	Certificate of Occupancy
Details	Applicants submits a free submittal of proposed. Staff identifies the review process (TYPE 1, TYPE 2, BDR) and meets with the applicant	Required Neighborhood Meeting for TYPE 2 Reviews, Annexation, SPAR	Applicant submits formal application. A Completeness Check. Starts the first round of review	Hopefully 2 or 3 rounds, but may end up be more rounds	Notification of Public Hearing. The Hearing conducted.	Waiting	TYPE 1 and TYPE 2 require a FDP submittal	Hopefully 2 or 3 rounds, but may end up be more rounds	Route Plans for signatures and then take it County Records office for recording.	Meeting to discuss who is completing Public infrastructure, Possible phasing of infrastructure, and eventual issuance of Development Construction Permit	Building Permit Application Submitted	Departments begin review however, Zoning and Historic Preservation have required 1st reviews (gate keepers)	All Department s approve plans. Building permit issuance	As applicant completes work they can schedule inspections	All inspections are conducted and have passed. All fees have been paid. A certificate
	All Departments and Outside Agencies			All Departments and Outside Agencies	Planning, Engineering, Traffic and others as needed			All Departments and Outside Agencies		Engineering, Water Utilities, Forestry		All Departments and Outside Agencies		All Departments and Outside	

Planning and Development

Stakeholder Name:

- Noah Beals, Development Review Manager

Department:

- CNDS (Planning and Zoning)

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Process Step	Conceptual Review	Neighborhood Meeting	Application Submittal	Rounds of Review	Public Hearing and/or decision	Appeal Period	Application Submittal	Rounds of Review	Final Approval /Recording	DCP Meeting and issuance	Building Permit Application submittal	Individual Department Review of Building	Building Permit Issuance	Building Inspections	Certificate of Occupancy
Details	Applicants submits a free submittal of proposed. Staff identifies the review process (TYPE 1, TYPE 2, BDR) and meets with the applicant	Required Neighborhood Meeting for TYPE 2 Reviews, Annexation, SPAR	Applicant submits formal application. A Completeness Check. Starts the first round of review	Hopefully 2 or 3 rounds, but may end up be more rounds	Notification of Public Hearing. The Hearing conducted. If not public hearing required. A decision letter sent out.	Waiting	TYPE 1 and TYPE 2 require a FDP submittal	Hopefully 2 or 3 rounds, but may end up be more rounds	Route Plans for signatures and then take it County Records office for recording.	Meeting to discuss who is completing Public infrastructure, Possible phasing of infrastructure, and eventual issuance of Development Construction Permit	Building Permit Application Submitted	Departments begin review however, Zoning and Historic Preservation have required 1st reviews (gate keepers)	All Department s approve plans. Building permit issuance	As applicant completes work they can schedule inspections	All inspections are conducted and have passed. All fees have been paid. A certificate
	All Departments and Outside Agencies			All Departments and Outside Agencies	Planning, Engineering, Traffic and others as needed			All Departments and Outside Agencies		Engineering, Water Utilities, Forestry		All Departments and Outside Agencies		All Departments and Outside	

Process and technology maturity

Planning and Development

Process Maturity for current processes - **Moderate**

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- Weak Process - Ad hoc, not formalized, inconsistent

Rank the *Technology Maturity* for current processes. - **Moderate**

- Strong – The process executed entirely within the technology stack with no manual processes
- Moderate – Some technology support with little automation
- Weak – manual execution and often paper-based

Code Enforcement

Code Enforcement

Stakeholder Name:

- Jason Komes

Department:

- Environmental Services

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Description/Use Case	All activities linked to the receiving and actioning code enforcement / <i>Outdoor burning/air pollution</i>
Key Success Indicators	<ul style="list-style-type: none"> • Initial Response, Number of violations, communication with the fire authority, ratio of calls between complaints and fire response, measuring if community is getting the information on who to call
Current Pain Points	<ul style="list-style-type: none"> • Manual Processes, lack of access and lack of skill to navigate existing systems to find property information, multiple channels (emails, phone, access fort colins), communications not centralized, alignment with the rest of the city departments on similar.
Future State Requirements	<ul style="list-style-type: none"> • Information and record keeping, workflow, approvals process, document management, correspondence tracking, fee schedules, payment processing

Rank the *Process Maturity* for current processes. (highlight appropriate choice)

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Code Enforcement

Stakeholder Name:

- Jason Komes

Department:

- Environmental Services

LEGEND

- Strong Capability Item 9.
- Moderate Capability
- Weak Capability

Process Step	Intake Complaint or Violation notice	Communicate with Complainant or Violator	Manage Complaints Violations	Conduct Inspections	Make Determination of Violation	Written Response	Issue Fine or Ticket	Adjudication /Court Proceedings	Accept Payments	Close Violation	Customer Service	Supporting Services	Detailed Notes about your specific process. How is it similar/where does it differ?
Details	Receive and enter information Phone or online system (Access Fort Collins), Nuisance Hotline	Communicate with complainant or violator via phone or email	Add information, keep notes, refer to historical information	Schedule and conduct inspections (email/chat, non-automated) Elements of evidence gathering (violation assessment guide and information gathering is a gap)	Review violation against implementation and enforcement plan. First time complaint will be an educational letter. Review of evidence, relevance, enforceability. -if yes a notice of violation is issued	Educational Letter Stern warning letter (Home owner primary violator contact) Using Word doc templates Names, Addresses information are all gathered manually. (Complainant provides address)	Issue a determination including penalty and action item Certified letter/citation sent to owner/resident	Facilitate legal process Scheduling of court appearances	Accept and process payment. Reconcile with issue.	Mark violation as closed Use ArcView to indicate status of a complaint Note: Response times and resolution time guidelines are set. (initial response)	Intake complaints Correspond to complainant or violator Offer information Update on Status	<ul style="list-style-type: none"> • Supporting documentation very important/evidence of violations • Reporting and Tracking • Policies and Procedures • Record Keeping and document management • Letter and correspondence templates • Status Tracking • Assign/Route/Schedule (Internal/External) • Perform Service • Complete Service Request • Service Request Tracking • Maintain Fee Schedule • Walk in Requests 	<ul style="list-style-type: none"> • Systems: • ArcView Online, series of files in OneDrive, Word (Templates for letters), Access Fort Collins, Nuisance Hotline

Code Enforcement

Stakeholder Name:

- Justin Moore/ Rob Bianchetto

Department:

- Zoning

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Description/Use Case	All activities linked to the receiving and actioning code enforcement / Land Use Code Violations
Key Success Indicators	<ul style="list-style-type: none"> Example: Complaint to close time
Current Pain Points	<ul style="list-style-type: none"> Manual complaint tracking Re-inspection/follow-up workflow
Future State Requirements	<ul style="list-style-type: none"> Track violations, send violation letters, make notes all in one system

Rank the *Process Maturity* for current processes. (highlight appropriate choice)

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Process Step	Intake Complaint or Violation notice	Communicate with Complainant or Violator	Manage Complaints Violations	Conduct Inspections	Make Determination of Violation	Issue Fine or Ticket	Adjudication /Court Proceedings	Accept Payments	Close Violation	Customer Service	Supporting Services	Detailed Notes about your specific process. How is it similar/where does it differ?
Details	Email Phone Walk-in Access FC USPS Mail Word of mouth from other department	Confirm with complainant that investigation will begin Reach out to violator via USPS warning letter or phone call (if commercial business)	Excel Microsoft Access	Inspections done in-person by Zoning Inspector	Review violation against Land Use Code	No Zoning citations. Can issue court summons with a violation fee	Work with City Attorney prior to issuing court summons	N/A	Update notes in Excel stating that violation has been resolved	<ul style="list-style-type: none"> Intake complaints Correspond to complainant or violator Offer information Update on Status 	Access tracks older violations Excel tracks newer violations Photos stored on cloud server- accessible to all Zoning inspectors	

Code Enforcement

Stakeholder Name:
 Damien Wilson
 Department:
 • .Building Services

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Description/Use Case	Building code and municipal code violations
Key Success Indicators	<ul style="list-style-type: none"> Issuing building permits for unpermitted work or removing unpermitted work Correcting municipal code violation
Current Pain Points	<ul style="list-style-type: none"> Using manual spreadsheets for all violations tracking
Future State Requirements	<ul style="list-style-type: none"> Information and record keeping, workflow, approvals process, document management, correspondence tracking, fee schedules, payment processing

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Code Enforcement

Stakeholder Name:
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 Department:
 • .Building Services

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Process Step	Intake Complaint or Violation notice	Communicate with Complainant or Violator	Manage Complaints Violations	Conduct Inspections	Make Determination of Violation	Issue Fine or Ticket	Adjudication /Court Proceedings	Accept Payments	Close Violation	Customer Service	Supporting Services	Detailed Notes about your specific process. How is it similar/where does it differ?
Details	Receive complaints via phone call, email, comcate/access fort Collins, SARS, in person at 281 N College Ave	Up to two violation letters sent to violator, each letter provides 30 days to be in compliance	All done through excel spreadsheet which must be checked and updated on a daily basis	An in person inspection from public right of way is performed to confirm the violation	If in person inspection from right of way determines the violation is legitimate we move forward with violation letters. If the inspection determines there is no violation, communication will be sent to complainant informing them of no violation	If no building permit or corrective action is taken after two violation letters (each letter provides 30 days for compliance) a citation will be served	Once citation is served the city prosecutor takes over from there and we wait to hear the results of the court proceedings	We do not accept any payments, all fines are paid to the court	Mark violation as closed in the spreadsheet and send communication to violator	<ul style="list-style-type: none"> • Intake complaints • Correspond to complainant and/or violator • Offer information • Update on Status 	<ul style="list-style-type: none"> • Policies and Procedures • Record Keeping and document management • Letter and correspondence templates • Status Tracking • Assign/Route/Schedule (Internal/External) • Perform Inspection Service • Walk in Requests 	

Code Enforcement




Stakeholder Name:

- Kory T. Katsimpalis

Department:

- Neighborhood Services/Code Compliance

LEGEND

-  Strong Capab Item 9.
-  Moderate Capability
-  Weak Capability

Description/Use Case	All activities linked to the receiving and actioning code enforcement / Abatement Invoicing, Inc. Collections/Liens
Key Success Indicators	<ul style="list-style-type: none"> • Invoices paid by property owner one-time and/or successfully matriculated to collections process
Current Pain Points	<ul style="list-style-type: none"> • Manual Processes • Reliant on manual entry of notes and case inf • Process can be stalled by bad owner information and/or bad mailing address • Multiple hard copies created and stored in various locations, creates risk of error, misplacement
Future State Requirements	<ul style="list-style-type: none"> • Information and record keeping, workflow, approvals process, document management, correspondence tracking, fee schedules, payment processing

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Code Enforcement

Stakeholder Name:

- Kory T. Katsimpalis

Department:

- Neighborhood Services/Code Compliance

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Process Step	Intake Complaint or Violation notice	Communicate with Complainant or Violator	Manage Complaints Violations	Conduct Inspections	Make Determination of Violation	Issue Fine or Ticket	Adjudication /Court Proceedings	Accept Payments	Close Violation	Customer Service	Supporting Services	Detailed Notes about your specific process. How is it similar/where does it differ?
Details	Receive photographs and contractor invoice for each violation abatement performed. Materials are sent by Code Supervisor (J. Hernandez)	<i>I do not communicate directly with complainant or violator.</i>	Pictures are uploaded to Laserfiche; case workflow is processed to produce invoice and any relevant case notes, parcel notations, or status changes	<i>My process begins post-inspection, once an Inspector has ordered an abatement and the contractor has provided adequate documentation and invoicing.</i>	<i>This has happened prior to my invoicing processing.</i>	Once materials have been processed internally and cases updated, paper invoices are sent to the property owner of record and additional contracts assoc. With the address.	If payments are not paid within the 45 days set forth in Code, cases are turned over to a private collections agency. Each year, unpaid invoices over \$150 may be turned over to the complainant County for Liens.	Neighborhood Services Customer Service staff accept payments via check, phone, and walk-in. Invoices may also be paid on-line.	Once payment has been made on a case in invoiced status, the case will be closed.	<ul style="list-style-type: none"> • NS Cust Svc staff answer questions primarily via phone, and must effectively communicate code requirements. Some case require extra investigation and residents may request a formal Admin Review within 10 days. 	<ul style="list-style-type: none"> • Policies and Procedures • Record Keeping and document management • Letter and correspondence templates • Status Tracking • Assign/Route/ (Internal/External) • Perform Service • Complete Service Request • Service Request Tracking • Maintain Fee Schedule • Walk in Requests 	

Code Enforcement

Stakeholder Name:

- .Damien Wilson

Department:

- .Building Services

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Description/Use Case	All activities relating to dangerous buildings and complaint based rental inspections
Key Success Indicators	<ul style="list-style-type: none"> Notification/posting of dangerous building to corrective measures a posting removal Notification of rental inspection to corrective measures by landlord and case close out
Current Pain Points	<ul style="list-style-type: none"> Dangerous building cases are tracked manually via excel spreadsheets with no reminders of timeline Rental inspections are also tracked manually via excel spreadsheet. No case/tracking system is implemented within our platform.
Future State Requirements	<ul style="list-style-type: none"> Information and record keeping, workflow within platform, document management, correspondence tracking, timeline tracking,

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Process Step	Intake Complaint and communication for rental inspections	Intake notification for dangerous buildings	Manage Dangerous Buildings	Conduct Rental Inspections	Make Determination of rental inspection	Citations for dangerous buildings and rental properties	Follow up inspections for dangerous buildings and rental properties	Violation close out	Customer Service	Supporting Services	Detailed Notes about your specific process. How is it similar/where does it differ?
Details	Tenants will reach out via telephone or email to request a rental inspection A brief conversation with the tenant is had regarding the issues, tenant fills out rental inspection	Notified via phone, email or text from emergency services, PD drug task force or citizen complaint	Once dangerous building has been inspected and posted communication to the property owner via a 30 day notice will be sent regarding corrective measures	Meet with tenant and landlord to conduct rental inspection for minimum rental compliance	Review rental inspection results and proceed with a 30 day notice to the property management /owner regarding corrections needed to meet rental minimums. If corrections are not made	If corrective measures for dangerous buildings have not been done by the deadline set in the notice a citation will be issued to the property owner. If rental property corrections	Once corrections have been made to dangerous buildings and rental properties an inspection would be necessary to confirm compliance. This can be scheduled under the building permit (if one was required) or by reaching out directly to the	Once all corrections for dangerous buildings and rental properties have been confirmed via an inspection, permits will be closed out (if required) and a final letter is sent to the property owner confirming the closure of the violation case.	<ul style="list-style-type: none"> Intake complaints or communication from other city services Correspond to complainant and violator Offer information to both complainant and violator 	<ul style="list-style-type: none"> Policies and Procedures Record Keeping and document management Letter and correspondence templates Status Tracking Assign/Route/Schedule (Internal/External) Perform Service Complete Service Request Service Request Tracking Walk in Requests 	

Code Enforcement

Stakeholder Name:

- .Damien Wilson

Department:

- .Building Services

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Process Step	Intake Complaint and communication for rental inspections	Intake notification for dangerous buildings	Manage Dangerous Buildings	Conduct Rental Inspections	Make Determination of rental inspection	Citations for dangerous buildings and rental properties	Follow up inspections for dangerous buildings and rental properties	Violation close out	Customer Service	Supporting Services	Detailed Notes about your specific process. How is it similar/where does it differ?
Details	Tenants will reach out via telephone or email to request a rental inspection A brief conversation with the tenant is had regarding the issues, tenant fills out rental inspection request form and returns it to us for scheduling	Notified via phone, email or text from emergency services, PD drug task force or citizen complaint	Once dangerous building has been inspected and posted communication to the property owner via a 30 day notice will be sent regarding corrective measures and a timeline. Building permits may be required to perform the corrections.	Meet with tenant and landlord to conduct rental inspection for minimum rental compliance	Review rental inspection results and proceed with a 30 day notice to the property management /owner regarding corrections needed to meet rental minimums. If corrections are not made after the initial 30 day notice a final 30 day notice will be sent. Building permits may be required.	If corrective measures for dangerous buildings have not been done by the deadline set in the notice a citation will be issued to the property owner. If rental property corrections have not been made within the allotted time a citation will be served to the property owner	Once corrections have been made to dangerous buildings and rental properties an inspection would be necessary to confirm compliance. This can be scheduled under the building permit (if one was required) or by reaching out directly to the inspector that performed the initial inspection (this is if corrections did not require a permit)	Once all corrections for dangerous buildings and rental properties have been confirmed via an inspection, permits will be closed out (if required) and a final letter is sent to the property owner confirming the closure of the violation case.	<ul style="list-style-type: none"> Intake complaints or communication from other city services Correspond to complainant and violator Offer information to both complainant and violator Update on Status 	<ul style="list-style-type: none"> Policies and Procedures Record Keeping and document management Letter and correspondence templates Status Tracking Assign/Route/Schedule (Internal/External) Perform Service Complete Service Request Service Request Tracking Walk in Requests 	

Process and technology maturity

Code Enforcement

Process Maturity for current processes - **Weak**

- Strong Process- Formalized, documented, optimized, audited.
- Moderate Process - Process is poorly documented and resides with individuals. Inefficient and error prone
- Weak Process - Ad hoc, not formalized, inconsistent

Rank the *Technology Maturity* for current processes. - **Moderate**

- Strong – The process executed entirely within the technology stack with no manual processes
- Moderate – Some technology support with little automation
- Weak – manual execution and often paper-based

Permits and Licensing

Permits and Licensing

Stakeholder Name: Marc

Department: Engineering

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Description/Use Case	Building permit review for calculation/collection of capital expansion fee for Engineering.
Key Success Indicators	<ul style="list-style-type: none"> Currently manually review and sometimes override fee calculation for the Transportation Capital Expansion Fee, would be ideal if the permit intake can take into account the information I need to auto calculate the fee for more passive review.
Current Pain Points	<ul style="list-style-type: none"> Manual Processes, TCEF's calculation methodology is different than the other CEF's which are auto calc'd and collected Sometimes overriding the standard fee calculation too early under building permit review results in two fees being leveraged when the permit has to be "kicked back" and fees are auto-calc'd all over again. The system doesn't know that an override was created and adds the auto-calc'd fee back in along with override fee. Different point in which fee is leveraged compared to other CEF's (tenant finish vs. Core and shell)
Future State Requirements	<ul style="list-style-type: none"> Would like for the system to take into account the different methodology TCEF uses (finished basement square footage, finished square footage of each dwelling in a multi-family development) Would like to easily see historic instances of TCEF being paid with previous changes on the property

Rank the *Process Maturity* for current processes. (highlight appropriate choice)

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Rank the *Technology Maturity* for current processes. (highlight appropriate choice)

- Strong - The process executed entirely within the technology stack with no manual processes
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Questions or comments: Would love to see more cradle to grave coordination between the "Land Management" and "Permits and Licensing" which are currently in different modules in Accela and don't appear to be as closely integrated as they could be. An ability to find all case history in both "spheres" that are geospatially databased would be ideal.

Permits and Licensing

Stakeholder Name: Marc

Department: Engineering

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Process Step	Intake Application for a Permit or License	Communicate with Applicant	Manage application	Make Determination of Permit or License	Deny or Approve Permit or License	Enter Information in Accella	Issue permit or Licenses	Calculation of Fees and Payments	Accept Payments	Close Application	Maintain fee Schedules	Customer Service	Supporting Services	Detailed Notes about your specific process. How is it similar/where does it differ?
Details	Building permit is "turned on" for my review	Communicate with applicant sometimes to get specific info like square footages of individual dwellings		Currently use an Excel spreadsheet to calc the fee and also track collection over time		Either confirm the pre-calculated fee, or override with my calculated information				Mark as complete				<ul style="list-style-type: none"> Review square footage information in the application Contact BDRT's with any potential discrepancies in permit intake Contact applicant with any additional information needed to complete review Override auto calc in certain instances Mark complete

Permits and Licensing

Stakeholder Name:

- Jason Komes

Department:

- Environmental Services

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Description/Use Case	Construction Waste Management Plan (CWMP) review/management as part of a construction/demolition permit application process
Key Success Indicators	<ul style="list-style-type: none"> • Turnaround time, Voluntary compliance
Current Pain Points	<ul style="list-style-type: none"> • Manual processes (no notifications of workflow requirements), Unclear expectations, Lack of field tools/tech, Many touchpoints, Documentation management, work flow continuity, internal contacts/resource availability, formalized training, role clarity
Future State Requirements	<ul style="list-style-type: none"> • Information and record keeping, workflow, approvals process, document management, correspondence tracking,

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- Weak – manual execution and often paper-based

Process Step	Intake Application for a Permit or License	Communicate with Applicant	Manage application	Deny or Approve CWMP	Data/Document management	Inspection coordination	Accept Payments	Close Application	Maintain fee Schedules	Customer Service	Supporting Services	Detailed Notes about your specific process. How is it similar/where does it differ?
Details	Accela workflow and emails to dedicated email address (environmentalcompliance@fcgov.com). Manage completed Initial/final PDF CWMP forms	Acknowledgment of receipt of CWMP Questions/follow-ups as necessary via email and/or phone	Review against criteria to determine if CWMP meets requirements	Hold or approve within Accela	Manual management	Would follow a compliance process as necessary	N/A	N/A	N/A	<ul style="list-style-type: none"> • Intake plans • Correspond to applicants • Offer information • Update on Status • Internal comms, with internal stakeholders 	<ul style="list-style-type: none"> • Policies and Procedures • Record Keeping and document management • Letter and correspondence templates • Status Tracking • Assign/Route/ (Internal/External) • Schedule • Perform Service • Complete Service Request • Service Request Tracking 	<ul style="list-style-type: none"> • This is an interdependent part of the building permit application process. Stakeholders include internal departments and the applicant and associated contractors. Some permits and/or Certificates of Occupancy cannot be issued until our process is completed.

Permits and Licensing

Stakeholder Name:

- Linda Hardin

Department:

- Environmental Services

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Description/Use Case	Registration and annual renewal of registrations of all solid waste haulers
Key Success Indicators	<ul style="list-style-type: none"> • New registrations completed in a timely matter once we learn of a new hauler in FC. Renewals completed by November 30 of year prior to renewal year.
Current Pain Points	<ul style="list-style-type: none"> • Tracked on Excel spreadsheet collaborating with Sales Tax. Sales Tax collects fees through their payment portal and issues truck stickers.
Future State Requirements	<ul style="list-style-type: none"> • N/A

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Permits and Licensing

Stakeholder Name:

- Linda Hardin

Department:

- Environmental Services

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Process Step	Intake Application for a Permit or License	Communicate with Applicant	Manage application	Make Determination of Permit or License	Deny or Approve Permit or License	Enter Information in Accella	Issue permit or Licenses	Calculation of Fees and Payments	Accept Payments	Close Application	Maintain fee Schedules	Customer Service	Supporting Services	Detailed Notes about your specific process. How is it similar/where does it differ?
Details	<p>Receive report of new hauler operating in FC.</p> <p>Report may come from citizen observation or proactively by the hauler</p> <p>Contractor safety form, proof of insurance *specific requirements for the application being approved for.</p> <p>Hard copies are kept of the application papers. (Bonds have to be kept in paper format)</p>	<p>Communicate with Applicant</p> <p>Bonds checked</p> <p>Communications through phone or email</p>	<p>Enter information and send for approval</p>	<p>Review against criteria to determine if permit or license will be approved.</p>	<p>Deny or issue permit or license</p>	<p>Enter information in Accella</p>	<p>License is a copy of the approved application.</p> <p>Requested manually from the applicant and Connie sends it to them.</p>		<p>Pay online through portal</p>	<p>Mark enabled in Accella (status enabled or disabled)</p>	<p>Maintain list of fees, update on a regular basis</p>	<ul style="list-style-type: none"> Intake complaints Correspond to complainant or violator Offer information Update on Status 	<ul style="list-style-type: none"> Policies and Procedures Record Keeping and document management Letter and correspondence templates Status Tracking Assign/Route/Schedule (Internal/External) Perform Service Complete Service Request Service Request Tracking Walk in Requests 	<ul style="list-style-type: none"> Time Requirements: Applications 2 week turn around target. (small cell completely different process) Right of way contractor license – right of way bond expiration date/right of way license date – used to guide validity. If a new bond is received the license continues. **Reminders sent out manually from a report (Via email)

Permits and Licensing

Stakeholder Name:

- Brandy Bethurem Harras

Department:

- Development Review

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Description/Use Case	All activities linked to creating, managing and issuing permits and licenses / Use case Development Construction Permit
Key Success Indicators	
Current Pain Points	<ul style="list-style-type: none"> • Example: Manual Processes • Manual Process
Future State Requirements	<ul style="list-style-type: none"> • Information and record keeping, workflow, approvals process, document management, correspondence tracking, fee schedules, payment processing

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Questions or comments: Need other departments to provide additional review/ feedback

Process Step	Intake Application for a Permit or License	Communicate with Applicant	Manage application	Make Determination of Permit or License	Deny or Approve Permit or License	Enter Information in Accella	Issue permit or Licenses	Calculation of Fees and Payments	Accept Payments	Close Application
Details	Receive and enter information Email, no online application currently	Communicate with Applicant email				Enter information in Accella	manually			NA in Accela. No current workflow.

Permits and Licensing

Stakeholder Name: Rob Bianchetto, Justin Moore

Department: Zoning

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Description/Use Case	All activities linked to creating, managing and issuing permits and licenses / Sign permit
Key Success Indicators	<ul style="list-style-type: none"> Timely service
Current Pain Points	<ul style="list-style-type: none"> Example: Scheduling inspections, collecting fees (being alerted that fees have been paid), contractor cannot upload docs
Future State Requirements	<ul style="list-style-type: none"> One-stop shop (application, review, payment, inspection all in one)

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Permits and Licensing

Stakeholder Name: Rob Bianchetto, Justin Moore

Department: Zoning

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Process Step	Intake Application for a Permit or License	Communicate with Applicant	Manage application	Make Determination of Permit or License	Deny or Approve Permit or License	Enter Information in Accela	Issue permit or Licenses	Calculation of Fees and Payments	Accept Payments	Close Application	Maintain fee Schedules	Customer Service	Supporting Services	Detailed Notes about your specific process. How is it similar/where does it differ?
Details	<p>Application emailed</p> <p>Application dropped off in person</p>	<p>Email confirmation of application, update on anticipated turn-around time</p>	<p>We need to take files applicant submits and combine them into one PDF.</p> <p>Sometimes applicant sends multiple files in different file types</p> <p>We upload the combined application into Accela for later review</p>	<p>Determine zone and sign district for project location.</p> <p>Review sign permit plans against applicable Land Use Code to determine if it meets standards</p> <p>Review location as well (total sign area currently in place for address, number of detached signs). Usually need to rely on Google street view</p>	<p>Approved if it meets LUC standards</p> <p>If it does not meet standards, we place permit on hold in Accela. Then contact applicant and explain what is not in compliance</p> <p>Also use sign permit to determine if change of use is occurring (ex-previous restaurant, now a retail store). Sign permit may be put on hold if a change of use is occurring and development review is required</p>	<p>If application meets LUC standards, we update description of work with scope of work (type out description of each sign being applied for)</p> <p>Rename and upload final approved copy of plans</p>	<p>Permit is issued once review is complete and fees are paid</p>	<p>Fees are calculated automatically by Accela based on a flat rate of \$65, plus percentage of valuation of project provided by applicant on the application</p> <p>Applicant rarely tells us they are tax exempt; we typically research if certain applicants (churches, schools, etc.) are registered as tax exempt through Sales Tax</p>	<p>Pay online through portal</p> <p>Call and pay over the phone with a credit card</p> <p>Pay in person with cash, check, or credit card</p> <p>Mail in check</p> <p>Pay via account</p>	<p>Once payment is received, sign permit is issued.</p> <p>Accela does not alert us when payment is made, so if applicant makes payment through online portal, they need to reach out to us and let us know</p> <p>Once sign is installed, applicant needs to contact us to let us know so that we can schedule final inspection. Applicant cannot request inspection through online portal, so must call or email Zoning directly</p>	<p>\$65 flat fee</p> <p>Charge City and County sales tax based on project valuation</p>	<ul style="list-style-type: none"> • Intake applications • Answer contractor questions • Explain LUC standards • Answer questions about how to get sign permit to meet LUC standards • Intake payment • Schedule inspections 	<p>Applicant needs to be licensed through Contractor Licensing. Accela does not make it clear if license is current. If not, we need to direct them to Contractor Licensing</p>	<ul style="list-style-type: none"> • Aim for a 5-business day review period

Permits and Licensing

Stakeholder Name:

- Joni / Jamie

Department:

- Utilities Fees and Rates

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Description/Use Case	All activities linked to creating, managing and issuing permits and licenses / Building Permit. W/WW/SW Approvals & completed Tasks signed off through Accela / W/WW/SW Fees uploaded from W/WW Permit to Accela / Escrow payments / Covenant agreements
Key Success Indicators	<ul style="list-style-type: none"> Timely service, efficient service delivery,
Current Pain Points	<ul style="list-style-type: none"> Manual process, unable to upload documents to Accela, Paper files, county has a recorded copy as well, and a scan of the recorded (laser fiche), not able to tie records to address,
Future State Requirements	<ul style="list-style-type: none"> Information and record keeping, workflow, approvals process, document management, correspondence tracking, fee schedules, payment processing, collaboration between departments, customer self-service (ability for customers to upload documents online)

Rank the *Process Maturity* for current processes. (highlight appropriate choice)

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Process Step	Intake Application for a Permit or License	Communicate with Applicant	Manage application	Make Determination of Permit or License	Deny or Approve Permit or License	Enter Information in Accela	Issue permit or Licenses	Calculation of Fees and Payments	Accept Payments	Close Application	Maintain fee Schedules	Customer Service	Supporting Services	Detailed Notes about your specific process. How is it similar/where does it differ?
Details	Building Permit is changed to "Routed for Review" status	Email to Applicant informing them of items to be submitted to complete task signoff.	Applicant submits documentation. Approvals signed off by WUE and Erosion	Approvals signed off by WUE and Erosion. Fees assessed after review approval.	Work with a small portion of tasks for a bldg. permit. Many depts must sign off before approval. Approval completed by BDRTs.	N/A	Completed by BDRTs		Pay online through portal. W/WW Fees entered into W/WW Permit program which uploads to Accela	Completed by BDRTs	Maintain list of fees, update on a regular basis	<ul style="list-style-type: none"> Intake complaints Correspond to complainant or violator Offer information Update on Status 	<ul style="list-style-type: none"> Policies and Procedures Record Keeping and document management Letter and correspondence templates Status Tracking Assign/Route/Schedule (Internal/External) Perform Service Complete Service Request Service Request Tracking Walk in Requests 	<ul style="list-style-type: none"> Time Requirements: Applications 2 week turn around target. (small cell completely different process) Right of way contractor license – right of way bond expiration date/right of way license date – used to guide validity. If a new bond is received the license continues. **Reminders sent out manually from a report (Via email)

Permits and Licensing

Stakeholder Name:

- Rob, Justin

Department:

- Zoning

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Description/Use Case	All activities linked to creating, managing and issuing permits and licenses / Home Occupation License
Key Success Indicators	<ul style="list-style-type: none"> • Timely service
Current Pain Points	<ul style="list-style-type: none"> • No customer portal, applicant cannot pay online
Future State Requirements	<ul style="list-style-type: none"> • Information and record keeping, workflow, approvals process, document management, correspondence tracking, fee schedules, payment processing

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Process Step	Intake Application for a Permit or License	Communicate with Applicant	Manage application	Make Determination of Permit or License	Deny or Approve Permit or License	Enter Information in Accella	Issue permit or Licenses	Calculation of Fees and Payments	Accept Payments	Close Application	Maintain fee Schedules	Customer Service	Supporting Services	Detailed Notes about your specific process. How is it similar/where does it differ?
Details	Application emailed Received via USPS Walk-in applicants	Reach out to customer once application is processed-no queue to wait in	Check address to ensure it is within City Limits before entering information into Accela	Check nature of home occupation to ensure it is compliant with City standards If retail, ensure there are no retail sales occurring on site If clinical/massage, ensure class size management	Approved if it meets all requirements Denied if prohibited home business (in-person retail sales, vehicle repair, etc.)	Enter information in Accella	License is issued once payment is made	Flat rate of \$25.	Pay over the phone with credit card Pay in person with cash, check or credit card Send check via USPS (often included with applicants who mail-in application)	Once payment is received, generate license in Accela and close/ approve.	Flat rate of \$25	<ul style="list-style-type: none"> • Answer questions regarding license, including if a license is required • Process application • Open investigation to complains regarding illegal home occupations 	<ul style="list-style-type: none"> • Process applications 	

Permits and Licensing

Stakeholder Name:

- Shar Manno

Department:

- Community Development and Neighborhood Services

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Description/Use Case	All activities linked to creating, managing and issuing building department contractor licensing and registrations
Key Success Indicators	<ul style="list-style-type: none"> • Timely service, reduction in expiration of license/registrations, reduction in violations, increased knowledge of our code and process, high level of transparency (customer able to self-help), ease of collaboration with permit technicians and other city departments.
Current Pain Points	<ul style="list-style-type: none"> • Manual Process, paper process (even if received electronically, we print it to get through processing), no way for customer to access electronic certificates and other information, must scan and input into separate archive system. • There is no way to clean up. We cannot easily delete incorrectly entered files; we have 15+ Excel spreadsheets to create our license/registration numbers. • Daily entry of insurance – would like for customers to be able to upload into the portal with attachments backup, and we conduct a quick review to complete.
Future State Requirements	<ul style="list-style-type: none"> • Information and record keeping, workflow, approvals process, document management, correspondence tracking, fee schedules, payment processing, online application completion that goes directly into system, strong reporting ability, <u>violation tracking</u> from a licensing standpoint, that can also tie into inspector violations if contractor involved. Want system generated everything, like license/registration numbers.

COMPLETE

Rank the *Process Maturity* for current processes. (highlight appropriate choice)

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Permits and Licensing

Stakeholder Name:

- Shar Manno

Department:

- Community Development and Neighborhood Services

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Process Step	Intake Application for a License/Registration	Communicate with Applicant	Manage application	Make Determination of License/Registration	Deny or Approve License/Registration	Enter Information in Accella	Issue Licenses/Registration	Calculation of Fees and Payments	Accept Payments	Close Application	Maintain fee Schedules	Customer Service	Supporting Services	Detailed Notes about your specific process. How is it similar/where does it differ?
Details	<p>Receive application via email, USPS, in-person or drop box.</p> <p>If received via email, we print a paper copy. We drowned in paper.</p>	<p>If application complete – email applicant a 'received email'</p> <p>If application incomplete – email applicant with needed items and store application in "items needed cabinet" until items received. If items not received, send reminder email with deadline. If deadline not met, return application</p>	Enter information into Excel tracking spreadsheet.	Review against criteria to determine if license or registration will be approved.	Deny or issue license/registration	Enter information into Accella. We need more stop gaps, not all information required has a space, Would like one file as opposed to two.	<p>Send completion email to applicant, include payment information if necessary.</p> <p>Once payment received, if necessary, create certificate with wallet card, print out and mail to applicant.</p>	Fees are set in code.	Pay online through portal, in-person over the counter, via USPS by check, or drop box	<p>Mark enabled in Accella (status enabled or disabled)</p> <p>Paper copies are then scanned then uploaded into Laserfiche once process complete</p>	<p>Fees can be updated with formal code change. We are trying to get on 3-year cadence.</p>	<ul style="list-style-type: none"> Intake violations from bldg. Insp. and residents Correspond to complainant or violator Offer information Update on Status Help with in-person customers with licensing questions, comments, concerns Respond to phone calls and email requests for information or those needing help 	<ul style="list-style-type: none"> Policies and Procedures Record Keeping and document management Letter and correspondence templates Status Tracking Assign/Route/ Schedule (Internal/External) Perform Service Complete Service Request Service Request Tracking Walk in Requests Language services Building Review Commission Checking drop box 	<ul style="list-style-type: none"> Time Requirements: Applications 2 week turn around target. **Reminders sent out manually from a report (letter section) that is manually pulled from BI Launch Pad. Must set my own reminders. We do not have an actual CL module; it is all very manual for both the customer and staff. No workflow, no real tracking, too many different systems used to get to finalization. Manually enter insurance updated daily, would like for customers to be able to update with attachment (of new accord form)

Permits and Licensing

Stakeholder Name:

- Shar Manno

Department:

- Community Development and Neighborhood Services

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Description/Use Case	All activities linked to creating, managing and issuing building department contractor licensing and registrations
Key Success Indicators	<ul style="list-style-type: none"> • Timely service, reduction in expiration of license/registrations, reduction in violations, increased knowledge of our code and process, high level of transparency (customer able to self-help), ease of collaboration with permit technicians and other city departments.
Current Pain Points	<ul style="list-style-type: none"> • Manual Process, paper process (even if received electronically, we print it to get through processing), no way for customer to access electronic certificates and other information, must scan and input into separate archive system. • There is no way to clean up. We cannot easily delete incorrectly entered files; we have 15+ Excel spreadsheets to create our license/registration numbers. • Daily entry of insurance – would like for customers to be able to input into their portal with attachment backup, and we conduct a quick review to complete.
Future State Requirements	<ul style="list-style-type: none"> • Information and record keeping, workflow, approvals process, document management, correspondence tracking, fee schedules, payment processing, online application completion that goes directly into system, strong reporting ability, <u>violation tracking</u> from a licensing standpoint, that can also tie into inspector violations if contractor involved. Want system generated everything, like license/registration numbers.

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Permits and Licensing

Stakeholder Name:

- Shar Manno

Department:

- Community Development and Neighborhood Services

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Process Step	Intake Application for a License/Registration	Communicate with Applicant	Manage application	Make Determination of License/Registration	Deny or Approve License/Registration	Enter Information in Accella	Issue Licenses/Registration	Calculation of Fees and Payments	Accept Payments	Close Application	Maintain fee Schedules	Customer Service	Supporting Services	Detailed Notes about your specific process. How is it similar/where does it differ?
Details	<p>Receive application via email, USPS, in-person or drop box.</p> <p>If received via email, we print a paper copy. We drowned in paper.</p>	<p>If application complete – email applicant a 'received email'</p> <p>If application incomplete – email applicant with needed items and store application in "items needed cabinet" until items received. If items not received, send reminder email with deadline. If deadline not met, return application</p>	Enter information into Excel tracking spreadsheet.	Review against criteria to determine if license or registration will be approved.	Deny or issue license/registration	Enter information into Accella. We need more stop gaps, not all information required has a space, Would like one file as opposed to two.	Send completion email to applicant, include payment information if necessary. Once payment received, if necessary, create certificate with wallet card, print out and mail to applicant.	Fees are set in code.	Pay online through portal, in-person over the counter, via USPS by check, or drop box	Mark enabled in Accella (status enabled or disabled) Paper copies are then scanned then uploaded into Laserfiche once process complete	Fees can be updated with formal code change. We are trying to get on 3-year cadence.	<ul style="list-style-type: none"> • Intake violations from bldg. Insp. and residents • Correspond to complainant or violator • Offer information • Update on Status • Help with in-person customers with licensing questions, comments, concerns • Respond to phone calls and email requests for information or those needing help 	<ul style="list-style-type: none"> • Policies and Procedures • Record Keeping and document management • Letter and correspondence templates • Status Tracking • Assign/Route/ (Internal/External) • Perform Service • Complete Service Request • Service Request Tracking • Walk in Requests • Language services • Building Review Commission • Checking drop box 	<ul style="list-style-type: none"> • Time Requirements: Applications 2 week turn around target. • **Reminders sent out manually from a report (letter section) that is manually pulled from BI Launch Pad. Must set my own reminders. • We do not have an actual CL module; it is all very manual for both the customer and staff. No workflow, no real tracking, too many different systems used to get to finalization. • Manually enter insurance updated daily, would like for customers to be able to update with attachment (of new accord form)

Permits and Licensing

Stakeholder Name: Tammi Pusheck

Department: Marijuana and Liquor Licensing (City Clerk)

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Description/Use Case	All activities linked to creating, managing and issuing permits and licenses / Use case Contractor Licensing
Key Success Indicators	<ul style="list-style-type: none"> Timely service
Current Pain Points	<ul style="list-style-type: none"> Example: Manual Processes
Future State Requirements	<ul style="list-style-type: none"> Information and record keeping, workflow, approvals process, document management, correspondence tracking, fee schedules, payment processing, violations tracking, on-line portal for customers to check status of their license, GIS interaction,

Rank the *Process Maturity* for current processes. (highlight appropriate choice)

- Strong Process** - Formalized, documented, optimized, audited.
- Moderate Process - Process is poorly documented and resides with individuals. Inefficient and error prone
- Weak Process - Ad hoc, not formalized, inconsistent

Rank the *Technology Maturity* for current processes. (highlight appropriate choice)

- Strong – The process executed entirely within the technology stack with no manual processes
- Moderate – Some technology support with little automation**
- Weak – manual execution and often paper-based

Permits and Licensing

Stakeholder Name: Tammi Pusheck
 Department: Marijuana and Liquor Licensing (City Clerk)

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Process Step	Intake Application for a Permit or License	Communicate with Applicant	Manage application	Make Determination of Permit or License	Deny or Approve Permit or License	Enter Information in Accella	Issue permit or Licenses	Calculation of Fees and Payments	Accept Payments	Close Application	Maintain fee Schedules	Customer Service	Supporting Services	Detailed Notes about your specific process. How is it similar/where does it differ?
Details	<p>Receive and enter information</p> <p>Email or USPS (Both MJ and Liquor are dual licensing programs with the State)</p> <p>Contractor safety form, proof of insurance *specific requirements for the application being approved for.</p> <p>Liquor - Hard copies are kept of the application papers. Marijuana - stores electronically in shared drives</p>	<p>Communicate with Applicant</p> <p>Accept online meetings for questions</p> <p>Communications through phone or email and in person</p> <p>Several staff interact with applicants and gets complicated because there is no place to keep notes at this point</p>	<p>Enter information and send for approval</p> <p>Verify all required information and coordinate with all involved departments</p>	<p>Review against criteria to determine if permit or license will be approved.</p>	<p>Deny or issue permit or license</p> <p>Once the local program approves all materials are sent on to State for their review</p> <p>Some things related to license can be approved administratively and others need to be presented to the authority(judge)</p>	<p>Liquor has an Access database and MJ keeps information in several different Excel spreadsheets</p>	<p>License is sent to State for their review via the State portal</p> <p>Once State has completed their review they notify us via the State portal and issue license. Once State approves we are able to issue local license.</p>	<p>Fees are standard depending on type of license and include both local and state fees. There are currently two separate locations to pay fees. One for local fees and one for State fees. Applicants must include copies of receipts for paid fees with their application before it is considered complete</p>	<p>Pay online through portal – two separate payment portals. One for local fees and one for State fees.</p>		<p>Maintain list of fees, update on a regular basis</p> <ul style="list-style-type: none"> • Update on Status 	<ul style="list-style-type: none"> • Policies and Procedures • Record Keeping and document management • Letter and correspondence templates • Status Tracking • Assign/Route/Schedule (Internal/External) • Walk in Requests 	<ul style="list-style-type: none"> • Time Requirements: Statutory requirements as well as local City Manager Administrative policy requirements • **Reminders sent out manually from a report (Via email) • Law Enforcement does compliance checks that are currently dealt with in an Access database • GIS interaction to calculate locations of businesses • Both MJ and liquor have local authorities that have reporting requirements and have monthly meetings that involve confidential information. 	

Permits and Licensing

Stakeholder Name: Maren Bzdek/HP Team

Department: Historic Preservation Division (CDNS)

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Description/Use Case	Design Review – Exterior Alterations to Fort Collins Landmarks and Other Historic Resources
Key Success Indicators	<ul style="list-style-type: none"> Timely service that provides initial clarity on role and nature of historic review Accurate capture of relevant properties in all categories that require historic review
Current Pain Points	<ul style="list-style-type: none"> Non-permitted activities that require code-based approval from our team are not included in current permit apps; those activities sometimes accompany other work that requires a permit, but don't always, so need solution for both scenarios; Clear demarcation of interior/exterior projects is lacking; No document upload ability for Certificates of Appropriateness/SHPO Reports; Permitted project approvals sometimes occur prior to permit application; Routing does not always reflect current code requirements and review responsibilities
Future State Requirements	<ul style="list-style-type: none"> Full integration. Payment processing for related required historic surveys; Storage of application materials in iterative versions; Correspondence tracking, approvals process that clarifies HP as final decision maker for landmark properties; automatic integration or email delivery of design review application; survey payment processing integrated; follow up inspection can be requested by applicant and comments/sign off integrated in system.

Rank the *Process Maturity* for current processes. (highlight appropriate choice)

- Strong Process- Formalized, documented, optimized, audited.
- Moderate Process** - Process is poorly documented and resides with individuals. Inefficient and error prone
- Weak Process - Ad hoc, not formalized, inconsistent

Rank the *Technology Maturity* for current processes. (highlight appropriate choice)

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- Moderate – Some technology support with little automation**
- Weak – manual execution and often paper-based

Permits and Licensing

Stakeholder Name: Maren Bzdek/HP Team
 Department: Historic Preservation Division (CDNS)

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Process Step	Intake Application for a Permit or License	Communicate with Applicant	Manage application	Make Determination of Permit or License	Deny or Approve Permit or License	Enter Information in Accella	Issue permit or Licenses	Calculation of Fees and Payments	Accept Payments	Close Application	Maintain fee Schedules	Customer Service	Supporting Services	Detailed Notes about your specific process. How is it similar/where does it differ?
Details	<p>Accela permit applications routed to HP due to landmark address layer and everything that is 50+ years (county assessor data)</p> <p>BDRTs may use Teams Chat to alert staff to OTC applications</p> <p>HP staff may perform historic review on conceptual designs prior to submittal of building permit application; permit application version may differ and require us to issue an addendum to our approval</p> <p>Non-permitted design review applications, which may or may not accompany permitted work, received via email or in-person</p>	<p>HP staff comments record what is needed from applicant and date we reached out</p> <p>Email communication from HP staff to explain process, anticipated turnaround, and, if needed, secondary landmark design review application attached</p>	<p>Applications stored on S drive in property address folders</p> <p>Logged into Excel spreadsheet</p> <p>Added to next available HP C meeting agenda if required</p>	<p>Same day sign off if simple OTC or N/A; or continue to hold for weekly staff design review or monthly HPC design review decision</p>	<p>Review application against Ch.14 requirements and any relevant LUC requirements (primarily compliance with federal SOI standards for treatment of historic properties)</p>	<p>Provide comment in Accela</p>		<p>N/A - no additional fees for building permit review;</p> <p>Some applications require flat historic survey of \$850/property (staff occasionally exercises discretion for multiple parcels or sites with multiple resources)</p>	<p>fee is paid by phone, mail, or in person</p> <p>Not integrated with online portal</p> <p>BDRT staff alerts us to payment</p>		<p>Future state: Would be good to create fee waiver threshold for small businesses and small nonprofits</p> <p>Future state: cumulative application fees from all related departments are managed based on optimized thresholds that include any means-tested waivers</p>	<ul style="list-style-type: none"> • Phone, email, counter service with applicants, which often includes identifying whether historic review applies, and to what extent • Work with contractors to explain requirements and adjust scope of work/plans as needed • Walking applicants and their contractors through HPC review scheduling and process, when applicable 	<ul style="list-style-type: none"> • Historic Preservation is a sub-component of permit review that is not always applicable AND includes application and review activity that is for non-permitted work • Appeals of Determinations of Eligibility (when survey is required) or appeals of design review decision require HPC and potentially City Council decisions that can put review completion on hold for weeks to months 	

Permits and Licensing

Stakeholder Name: Russ Hovland

Department: Building Services

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Description/Use Case	All activities linked to permit application with plans, managing plan review process and final approval.
Key Success Indicators	<ul style="list-style-type: none"> Timely service, complete and accurate review of plans, fewer failed inspections,
Current Pain Points	<ul style="list-style-type: none"> Many different kinds of permit types (and plan review types), many forms to keep updated, codes changing every 3 yrs., rigid permit types and workflow – inability to be flexible
Future State Requirements	<ul style="list-style-type: none"> Need to have: Information and record keeping, workflow, approvals process, document management, correspondence tracking, fee schedules, payment processing; Nice to have: Increased access to inspection scheduling/information; ability to "batch" applications and inspections

Rank the *Process Maturity* for current processes. (highlight appropriate choice)

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- Moderate Process** - Process is poorly documented and resides with individuals. Inefficient and error prone
- Weak Process - Ad hoc, not formalized, inconsistent

Rank the *Technology Maturity* for current processes. (highlight appropriate choice)

- Strong – The process executed entirely within the technology stack with no manual processes
- Moderate – Some technology support with little automation**
- Weak – manual execution and often paper-based

Permits and Licensing

Stakeholder Name: Russ Hovland

Department: Building Services

LEGEND

- Strong Capability Item 9.
- Moderate Capability
- Weak Capability

Process Step	Intake Application for a Permit	Communicate with Applicant	Manage application	Make Determination of Permit	Approve Permit	Calculation of Fees and Payments	Accept Payments	Issue permit	Conduct inspections	Close Permit	Maintain fee Schedules	Customer Service	Supporting Services
Details	<ul style="list-style-type: none"> • Receive and enter information • Applications received mostly through email, some paper applications accepted • Applications checked for completeness and rejected if information is missing or unclear • Resubmittals accepted through portal or through email • Revisions accepted through email and manually uploaded 	<ul style="list-style-type: none"> • Email or telephone communication to garner complete information during submission and review • Comments to applicants sent through coordinator to be sent out • Automatically generated emails sent at key points during process (ready to issue, permit issuance) 	<ul style="list-style-type: none"> • Enter information and route for approval • Some workflows include automatic bypass for specific review tasks; others require manual sign off by permit techs or other staff • Some communication through Teams/Outlook required for certain processes to gain sign-off • Some workflows cannot be changed midstream; changes require withdrawal and re-entry of application • Documents uploaded into Accela using strict naming requirements 	<ul style="list-style-type: none"> • Review against criteria to determine if permit will be approved. • Some permits automatically dropped into task queue • Some permits require manual assignment to specific staff • Permits claimed in • Accela by reviewer • Use Adobe plugin to review to ensure code compliance and comment on plans 	<ul style="list-style-type: none"> • Deny or issue permits • Plans manually approved and uploaded to be accessed by customers on portal • Once technical requirements are met permit held for licensing and payment 	<ul style="list-style-type: none"> • Some fees automatically calculated based on square footage/valuation • Some fees manually added/voided • Fees manually invoiced prior to permit issuance 	<ul style="list-style-type: none"> • Pay online through portal • Accept checks in person 	<ul style="list-style-type: none"> • Building permit and receipt automatically uploaded to online portal 	<ul style="list-style-type: none"> • Schedule inspections through text, phone, online • Inspections scheduled one at a time by customers • Permit type determines allowable inspections • Inspections cannot be scheduled when licenses are out of date; IVR allows for some inspection scheduling prior to permit issuance • Specific inspection types required for each permit to close out • Inspections assigned by zone to specific inspector; transferred to other inspectors manually based on workload • Zones assigned manually • Inspections assigned to AM or PM slots; no call-ahead • Option to set inspection for specific time 	<ul style="list-style-type: none"> • Some permits held for receipt of final documents. • Final documents submitted through email; if uploaded to portal, customer must also send email to notify staff. • TCOs issued on a case-by-case basis; tracked manually by spreadsheet 	<ul style="list-style-type: none"> • Maintain list of fees, update on a regular basis 	<ul style="list-style-type: none"> • Respond to requests through email/telephone/in-person regarding permit status, code requirements, inspection scheduling, inspection results, 	<ul style="list-style-type: none"> • Manage permit expirations (letters sent automatically to owners prior to expiration) • Tracking/reporting • Manage stock plans • Record Keeping and document management • Archive requests (manual process) • Letter and correspondence templates • Status Tracking • Assign/Route/Schedule (Internal/External) • Perform Service • Complete Service Request • Service Request Tracking • Walk in Requests

Permits and Licensing

Stakeholder Name: Tyler Siegmund

Department:

- Light and Power Engineering

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Description/Use Case	Building Permit review of electric load information and
Key Success Indicators	<ul style="list-style-type: none"> • Timely service
Current Pain Points	<ul style="list-style-type: none"> • Sometimes not activated on certain permits that we need to review • Complicated fee structure, most of our fees are billed directly through Utility Finance and not part of permit process • Our electric service form is not part of the permit application. We have to email this form separately
Future State Requirements	<ul style="list-style-type: none"> • Information and record keeping, workflow, approvals process, document management, correspondence tracking, fee schedules, payment processing

Rank the *Process Maturity* for current processes. (highlight appropriate choice)

- **Strong Process** - Formalized, documented, optimized, audited.
- Moderate Process - Process is poorly documented and resides with individuals. Inefficient and error prone
- Weak Process - Ad hoc, not formalized, inconsistent

Rank the *Technology Maturity* for current processes. (highlight appropriate choice)

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Permits and Licensing

Stakeholder Name: Tyler Siegmund

Department:

- Light and Power Engineering

LEGEND

- Strong Capability Item 9.
- Moderate Capability
- Weak Capability

Process Step	Communicate with Applicant	Make Determination of Permit or License	Deny or Approve Permit or License	Enter Information in Accella	Issue permit or Licenses	Calculation of Fees and Payments	Accept Payments	Maintain fee Schedules	Customer Service	Supporting Services	Detailed Notes about your specific process. How is it similar/where does it differ?
Details	<p>If there are issues with the electric information submitted with the permit, then a hold is placed asking the applicant to contact our electric project engineering group.</p> <p>Our group is available for questions regarding the electric requirements on projects/permits.</p>	<p>For all permits that are adding/changing electric loads or meter(s) then we are activated on the permit as a sign off.</p> <p>If OK then we sign off, if not then a hold is placed asking the applicant to contact us directly to discuss.</p> <p>There are some permits that we are not activated on, and it becomes an issue during construction. The applicant has an approved permit form the city but Light and Power did not have a chance to review. It doesn't happen too often, but it can have big implications on a project after permit issuance.</p>	<p>We are a sign off on some permits but do not Deny or Approve full permits. A sign off on the electric review portion of the permit.</p>	<p>We will sometimes manually add/change/review some fees related to electrical depending on the permit type.</p>	<p>We are a sign off on some permits but do not Deny or Approve full permits. We only sign off on the electric review portion of the permit.</p>	<p>Light and Power has a complicated fee structure depending on the project/permit type.</p> <p>Most of our fees are invoiced to the customer directly through Utility Finance Dept and not tied to the building permit process.</p> <p>We add some of our fees to the building permit and that is typically a manual process to revise/add/delete fees.</p> <p>There are some permit types that auto generate our fees that we review and adjust/modify as needed.</p>	<p>We have some of our account numbers associated with some of the electrical fees and when the permit is paid our portion goes to Light and Power account.</p> <p>For large projects, we invoice our capacity fees and building site charges to the customer directly through Utilities Finance Dept. That is separate from the permit fees. This can be confusing to applicants that are not aware of our billing processes.</p>	<p>Light and Power has a complicated fee structure depending on the project type.</p> <p>Most of our fees are invoiced to the customer directly through Utility Finance Dept and not tied to the building permit.</p> <p>We add some of our fees to the building permit and that is typically a manual process to revise/add/delete fees.</p> <p>There are some permit types that auto generate our fees and we review and adjust/modify as needed.</p>	<ul style="list-style-type: none"> We are available for questions on anything electrical, depending on the project type. 	<ul style="list-style-type: none"> We have developed a few separate spreadsheets to easily run reports for permit and project tracking. 	<ul style="list-style-type: none"> Review electrical information on permits and approve or place holds as needed. Coordinate with applicants if electrical information is not correct Email electric service form Review fees. Add/adjust/delete as needed

Permits and Licensing

Stakeholder Name: Connie Kiehn -
Department: Engineering

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Description/Use Case	All activities linked to creating, managing and issuing permits and licenses / Use case ROW Contractor Licensing
Key Success Indicators	<ul style="list-style-type: none"> Timely service
Current Pain Points	<ul style="list-style-type: none"> Example: Manual Processes
Future State Requirements	<ul style="list-style-type: none"> Information and record keeping, workflow, approvals process, document management, correspondence tracking, fee schedules, payment processing

Rank the *Process Maturity* for current processes. (highlight appropriate choice)

- Strong Process - Formalized, documented, optimized, audited.
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Rank the *Technology Maturity* for current processes. (highlight appropriate choice)

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- Moderate – Some technology support with little automation
- Weak – manual execution and often paper-based

Permits and Licensing

Stakeholder Name: Connie Kiehn -
Department: Engineering

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Process Step	Intake Application for a Permit or License	Communicate with Applicant	Manage application	Make Determination of Permit or License	Deny or Approve Permit or License	Enter Information in Accella	Issue permit or Licenses	Calculation of Fees and Payments	Accept Payments	Close Application	Maintain fee Schedules	Customer Service	Supporting Services	Detailed Notes about your specific process. How is it similar/where does it differ?
Details	<p>Receive application through mail, email or in person, no online application currently</p> <p>Bonds, insurance, Contractor safety form are all necessary before application can be sent off for approval.</p> <p>Hard copies are kept of the application papers. (Bonds are kept in paper format as per our standards)</p>	<p>Communicate with Applicant</p> <p>Bonds and insurance are checked</p> <p>Communications through phone or email</p>	Prepare PDF of application and send for approval to various people for approval	Review against criteria to determine if permit or license will be approved.	Deny or issue license	If approved, enter information in Accella	<p>License is a copy of the approved application.</p> <p>Requested manually from the applicant and Connie sends it to them.</p>	Flat fee of \$130. One time only, we do not charge a yearly renewal unless the license expires, and the applicant needs to reapply.	Pay online through portal. They may also pay with a check at the time they apply. It is much easier though, if they pay online. If they pay with a check, the building department needs to process it in Accella.	The license is enabled in Accella, if bonds or insurance expire, the license is disabled in the system	Maintain list of fees, update on a regular basis	<ul style="list-style-type: none"> • Offer information • Update on Status • Assistance with Citizen Access portal questions 	<ul style="list-style-type: none"> • Policies and Procedures • Record Keeping and document management • Letter and correspondence templates • Status Tracking • Assign/Route/ • Schedule (Internal/External) • Perform Service • Complete Service Request • Service Request Tracking • Walk in Requests 	<ul style="list-style-type: none"> • Time Requirements: Applications 2 week turn around target. • Right of way contractor license – right of way bond expiration date/right of way license date – used to guide validity. If a new bond is received the license continues. • **Reminders sent out manually from a report (Via email)

Permits and Licensing

Stakeholder Name: Connie Kiehn

Department: Engineering

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Description/Use Case	All activities linked to creating, managing and issuing permits and licenses / Engineering permits (other) – encroachment, portable signs, fence, drive approach/sidewalk, banners, outdoor dining, newsracks, oversized vehicle
Key Success Indicators	<ul style="list-style-type: none"> Timely service, Easy access to permit online (this is the goal)
Current Pain Points	<ul style="list-style-type: none"> Example: Completely Manual Process
Future State Requirements	<ul style="list-style-type: none"> Information and record keeping, workflow, approvals process, document management, correspondence tracking, fee schedules, payment processing. Goal would be to be completely online. All documents uploaded online and all automated processes.

Rank the *Process Maturity* for current processes. (highlight appropriate choice)

- Strong Process- Formalized, documented, optimized, audited.
- Moderate Process - Process is poorly documented and resides with individuals. Inefficient and error prone
- Weak Process - Ad hoc, not formalized, inconsistent

Rank the *Technology Maturity* for current processes. (highlight appropriate choice)

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- Moderate – Some technology support with little automation
- Weak – manual execution and often paper-based

Permits and Licensing

Stakeholder Name: Connie Kiehn

Department: Engineering

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Process Step	Intake Application for a Permit or License	Communicate with Applicant	Manage application	Make Determination of Permit or License	Deny or Approve Permit or License	Enter Information in Spreadsheet in the S drive	Issue permit or Licenses	Calculation of Fees and Payments	Accept Payments	Close Application	Maintain fee Schedules	Customer Service	Supporting Services	Detailed Notes about your specific process. How is it similar/where does it differ?
Details	Permit is received - Email or Front counter drop off, no online application currently Application is checked to see if all materials are included (varies depending on permit type)	Communicate with Applicant through phone or email	Email to inspector for approval. Coordination with other departments occurs depending on permit type. (traffic, parking services, forestry, etc.)	Review against criteria to determine if permit will be approved.	Deny or issue permit. Sign it and email to business support staff to process.	Enter information into a spreadsheet located in the S drive so that it's available for staff taking payment over the phone. Edit the permit to include the permit number and date of approval. Save copy of the permit in the S drive.	Requested manually from the applicant and is emailed to the applicant.	Applicant receives an email with instructions for making payment. Fees are calculated by the inspector issuing the permit. Fees are available to view on website and on the permit.	Pay with credit card over the phone. Paying in person is also an option. It would be great if these could be paid online, but it's not possible now.	Depending on permit type, the permit is closed out when it expires or when a final inspection occurs (sidewalk permits).	Maintain list of fees.	<ul style="list-style-type: none"> •Correspond to complaint or violator •Offer information •Update on Status 	<ul style="list-style-type: none"> •Policies and Procedures •Record Keeping and document management •Letter and correspondence templates •Status Tracking •Assign/Route/ •Schedule (Internal/External) •Walk in Requests 	<ul style="list-style-type: none"> •Time Requirements -5-day minimum required for review and approval of most permits. Varies depending on permit type. •Oversized vehicles are 48 hours -The process is completely manual and there is no software utilized for processing. Our goal is to have these permits available to customers entirely online

Permits and Licensing

Stakeholder Name: Connie Kiehn

Department: Engineering

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Description/Use Case	All activities linked to creating, managing and issuing permits and licenses / Small Cell Encroachment Permits
Key Success Indicators	<ul style="list-style-type: none"> Timely service, Federally mandated deadlines are met throughout the review process Easy access to permit online (this is the goal)
Current Pain Points	<ul style="list-style-type: none"> Example: Completely Manual Process
Future State Requirements	<ul style="list-style-type: none"> Information and record keeping, workflow, approvals process, document management, correspondence tracking, fee schedules, payment processing. Goal would be to be completely online. All documents uploaded online and all automated processes.

Rank the *Process Maturity* for current processes. (highlight appropriate choice)

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- Moderate – Some technology support with little automation
- Weak – manual execution and often paper-based

Permits and Licensing

Stakeholder Name: Connie Kiehn

Department: Engineering

LEGEND

- Strong Capability Item 9.
- Moderate Capability
- Weak Capability

Process Step	Intake Application for a Permit or License	Communicate with Applicant	Manage application	Make Determination of Permit or License	Deny or Approve Permit or License	Enter Information in a Project Tracking Spreadsheet MS Teams	Issue permit or Licenses	Calculation of Fees and Payments	Accept Payments	Close Application	Maintain fee Schedules	Customer Service	Supporting Services	Detailed Notes about your specific process. How is it similar/where does it differ?
Details	<p>Permit is received - Email only.</p> <p>Project files are set up in Teams-SharePoint folders for all of review team to access and work on. Comment sheets are created and put in folders.)</p>	<p>Communicate with applicant through small cell email account throughout the review process. Emails go out on Day 1, Day 10, Day 24, Day 43, Day 60, or Day 90 if it's a new pole. These permits have strict deadlines that are federally mandated and are under a "shot clock" review process.</p>	<p>The application project links are emailed (routed) to the small cell review team on day 1 and on day 43 for review to begin or continue.</p>	<p>Review against criteria to determine if permit will be approved.</p>	<p>Deny or issue permit on Day 60 or Day 90 Sign application and approved plans, upload to project files</p>	<p>Enter information into a spreadsheet located in Teams throughout the process as needed when new information is received.</p>	<p>Approved permit, construction plans and comment sheets are emailed to the applicant.</p>	<p>Applicant receives an email with instructions for making payment. A BMISC is created in Accela on Day 1 so the fees can be applied when the customer calls in to make payment, or for a payment to be made by check.</p> <p>Fees are available to view on small cell website and on the permit.</p>	<p>Pay with credit card over the phone. Paying with a check is also an option. It would be great if these could be paid online, but it's not possible now.</p>	<p>The permit is good for 1 year from issue date. After the permit is issued, a supplemental site license is issued, then further permits are obtained prior to the building of the small cell tower. (Excavation, building permit, traffic permit, etc.).</p>	<p>Maintain list of fees. Fee study was completed in the past 2 years to determine cost for applicant.</p>	<ul style="list-style-type: none"> • Intake applications and plans to applicants • Email communication throughout review process. 	<p>Policies and Procedures- Master License Agreements</p> <p>Legal services GIS services Review Team coordination</p> <p>Weekly team meetings</p> <ul style="list-style-type: none"> ••Record Keeping and document management ••Letter and correspondence templates ••Status Tracking ••Assign/Route/Schedule (Internal/External) 	<ul style="list-style-type: none"> - 60 Day Shot Clock begins on the day application is received (only accepted on Mondays). - Timelines are strict for this permit and items need to go out to the applicant on very specific days - Process differs from all other engineering permits due to the complexity of the process. See process below:

Permits and Licensing

Stakeholder Name: Connie Kiehn

Department: Engineering

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Process Step	Intake Application for a Permit or License	Detailed Notes about your specific process. How is it similar/where does it differ?
Details	Project tracking sheet is updated (excel spreadsheet). GIS Map is updated with pole site information. This process is repeated at day 43 when new materials are received in the 60-day process (90 day for new poles)	<ul style="list-style-type: none"> •Day 1 MONDAY •Monitor small cell email account for new applications, revised submittals, correspondence •Set up a new electronic folder for the Review team to put comments and store files/redlines (in MS Teams) •Update the Tracking spreadsheet with new application submittals •Route new applications to the review team •Schedule a Friday (Day 19) review meeting for the team to discuss the New applications •Process the review application fees •Email the applicant a notice that project has been routed •Update the GIS map with new pole information •Day 10 FRIDAY •Update the Tracking spreadsheet with new information •Send applicant a letter of complete or incomplete application, including all comments for incomplete applications only submitted by the Review Team. Don't send comment sheets for complete applications. Those will go out on Day 24. Blind cc the Small Cell Routing group on these emails. •Update the GIS Map for incomplete applications •Update the files •Day 5 FRIDAY •Attend the Friday review meeting •Day 24 WEDNESDAY •Send applicant a 1st Round Comments Letter along with PDF'd Comments and any bluelines. Give them the deadline for when comments are expected back from them (Day 43). •Day 43 & 44 MONDAY to Tuesday •Monitor small cell email account for revised submittals, correspondence •Set up Final round files in MS Teams folders •Route revisions received from the applicant to the team •Email the applicant a notice that revisions have been routed •Schedule day 54 MS Teams coordination meeting for Final review •Day 54 FRIDAY •Attend coordination meeting for Final Review •Day 57 – 60 Monday to Wednesday •Prepare permit and comments letter •Day 60 Thursday •Letter of Determination letter and comments are sent to the applicant •Update tracking spreadsheet •Update GIS map •Update the files

Permits and Licensing (working version)

Stakeholder Name:

- Marcy Yoder

Department:

- CDNS – Neighborhood Services

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Description/Use Case	Rental Housing registration program
Key Success Indicators	<ul style="list-style-type: none"> • Timely service • Customer ease of use
Current Pain Points	<ul style="list-style-type: none"> • It is a new process still in development
Future State Requirements	<ul style="list-style-type: none"> • Information and record keeping, workflow, approvals process, document management, correspondence tracking, fee schedules, payment processing

Rank the *Process Maturity* for current processes. (highlight appropriate choice)

- **Strong Process** - Formalized, documented, optimized, audited.
- Moderate Process - Process is poorly documented and resides with individuals. Inefficient and error prone
- Weak Process - Ad hoc, not formalized, inconsistent

Rank the *Technology Maturity* for current processes. (highlight appropriate choice)

- Strong – The process executed entirely within the technology stack with no manual processes
- **Moderate – Some technology support with little automation**
- Weak – manual execution and often paper-based

Process Step	Intake Application for a Permit or License	Communicate with Applicant	Manage application	Make Determination of Permit or License	Deny or Approve Permit or License	Enter Information in Accella	Issue permit or Licenses	Calculation of Fees and Payments	Accept Payments	Close Application	Maintain fee Schedules	Customer Service	Supporting Services	Detailed Notes about your specific process. How is it similar/where does it differ?
Details	Applicant completes on line Payment made Staff verifies complete and appropriate.	Auto generate email for submission Email if items are missing Auto generate email approval. Notify of renewal needed	Enter information and send for approval	Review against criteria to determine if permit or license will be approved.	Deny or issue permit o license	Applications not completed online would need to be entered by staff on the applicants behalf	Auto generate registration	Yes should be auto generated based on properties and units per property	Pay online through portal	Close as completed and auto generate renewal date	Maintain list of fees, update on a regular basis	<ul style="list-style-type: none"> • Yes to register and to share information , etc. 	<ul style="list-style-type: none"> • Policies and Procedures • Record Keeping and document management • Letter and correspondence templates • Status Tracking • Assign/Route/ • Schedule (Internal/External) • Perform Service • Complete Service Request • Service Request Tracking • Walk in Requests 	<ul style="list-style-type: none"> • Unknown at this point.

I did not include rental inspections as my assumption is that the functionality is the same as the building inspection information you will receive from Marcus's team.

Process and technology maturity

Permits and Licensing

Process Maturity for current processes - **Strong**

- Strong Process- Formalized, documented, optimized, audited.
- Moderate Process - Process is poorly documented and resides with individuals. Inefficient and error prone
- Weak Process - Ad hoc, not formalized, inconsistent

Rank the *Technology Maturity* for current processes. **Moderate**

- Strong – The process executed entirely within the technology stack with no manual processes
- Moderate – Some technology support with little automation
- Weak – manual execution and often paper-based

Customer Service



Our Customers

- Council
- Clerks Office
- Other Departments/Internal Staff
- Contractors
- Developers
- Realtors
- Commissions
- Community Groups NPOs
- Neighbors in the Community
- Other Government Agencies – Reporting to and requests for information, Regulatorily Requirements, county agencies (intergovernmental agreements,) special districts
- Vendors and Consultants
- Small Business Owners
- Funding – sales tax, cost recovery model, (funding based off of fees and taxes collected)



Any Challenges or pain points serving our customers currently

- Confusing and hard to navigate processes
- Lack of technology to complete processes in some areas
- Also not having technology for those who cannot make it into the office in person
- Website navigation and content
- Digital experience is not streamlined, confusing for users
- Voice of the customer not understood (unified vision in progress)
- Reactive to negative feedback, not proactive
- Customer experience varies across the City processes
- Many places to go, lack of information /transparency as to where to go or who to go to
- Lack of online tools drives a lot of phone and walk-in services
- Reporting is cumbersome










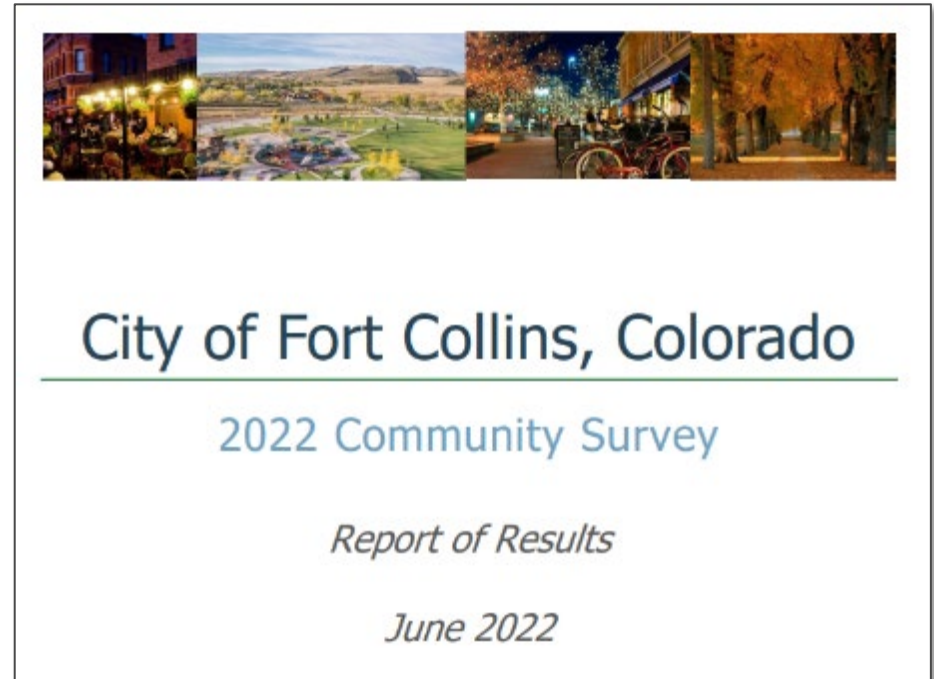
The vision for customer service around permitting, licensing, and code enforcement

- Provide excellence in customer service
 - Provide transparent and accurate data to our customers
 - Automate - reduce administration and create efficiencies increasing bandwidth for high value tasks and personal interaction where required
 - Increase the accuracy for first point of contact (increased visibility on where to go for information and how to navigate a process)
 - Ease of use and navigation
 - Meet our customers where they are at
 - Support our teams in providing great customer service
 - Standardize service delivery to be proactive as opposed to reactive in process design.
 - Transparency
 - Accurate data – Auditable/ regular review of data and processes
 - Clear processes and expectations – steps to follow, required information, where to go, status updates

Metrics for Customer Service

Outcomes and Measures 🔍

Outcome	(Last updated: May 26, 2023)
 Neighborhood Livability and Social Health Fort Collins provides a high quality built environment, supports quality, diverse neighborhoods and fosters the social health of residents.	Q1 2023
 Culture and Recreation Fort Collins provides diverse cultural and recreational amenities.	Q1 2023
 Economic Health Fort Collins has a healthy, sustainable economy, reflecting community values.	Q1 2023
 Environmental Health Fort Collins promotes, protects and enhances a healthy and sustainable environment.	Q1 2023
 Safe Community Fort Collins provides a safe place to live, work, learn and play.	Q1 2023
 Transportation and Mobility Fort Collins provides safe and reliable multi-modal travel to, from, and throughout the City.	Q1 2023
 High Performing Government Fort Collins exemplifies an efficient, innovative, transparent, effective and collaborative city government.	Q1 2023



- <https://fortcollins.clearpointstrategy.com/community-neighborhood-livability/>

- <https://www.fcgov.com/communitysurvey/files/fort-collins-community-survey-report-draft-2022-06-28.pdf?1661985077>

Customer Service and Shared Functionality

Stakeholder Name:

- Group Exercise

Department:

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Description/Use Case	All activities related to serving our customers
Key Success Indicators	Customer service metrics -

Process Step	Common Processes	Future State Requirements	Systems in Use:
Details	<ul style="list-style-type: none"> • Intake complaints • Intake inquiries • Correspondence to customers • Offer information • Update on status • Walk in appointments • Online portals • Website 	<ul style="list-style-type: none"> • Support policies and procedures and process documentation • Record Keeping and document management • Letter and correspondence templates • Status Tracking • Assign/Route/ • Schedule (Internal/External) • Perform Service • Complete Service Request • Service Request Tracking • Walk in Requests • Collect payment – E checks and credit card processing • Special checks (marijuana/tobacco) – background checks, credit checks • Reporting including official document generation (permit letters,) metrics, data exports for manipulation and research • Task assignment • Resource management – Managing resources including assigning work, viewing workload and assignments, locations, help make decisions around resourcing • Field worker facilitation (inspections for example) – scheduling, tools to complete work in the field • Integration with necessary systems to eliminate duplicate entry • Integration with emails,, calendars (Scheduling meetings (Should have)), video conferencing (should have) 	<ul style="list-style-type: none"> • Accela, crystal reports, NCR(Credit card processing), MuniRev (sales tax), JDE, Tungsten (refunds) • Accela electronic document review software (building) and BlueBeam (Dev Review) • Citizen portal/Text Messaging, IVR system (vendor Selectron)

Customer Service and Shared Functionality

Stakeholder Name:

- Marc Virata

Department:

- Engineering

LEGEND

- Strong Capab Item 9.
- Moderate Capability
- Weak Capability

Description/Use Case	Building permit review for calculation/collection of capital expansion fee for Engineering.
Key Success Indicators	<ul style="list-style-type: none"> Currently manually review and sometimes override fee calculation for the Transportation Capital Expansion Fee, would be ideal if the permit intake can take into account the information I need to auto calculate the fee for more passive review.
Current Pain Points	<ul style="list-style-type: none"> Manual Processes, TCEF's calculation methodology is different than the other CEF's which are auto calc'd and collected Sometimes overriding the standard fee calculation too early under building permit review results in two fees being leveraged when the permit has to be "kicked back" and fees are auto-calc'd all over again. The system doesn't know that an override was created and adds the auto-calc'd fee back in along with override fee. Different point in which fee is leveraged compared to other CEF's (tenant finish vs. Core and shell)
Future State Requirements	<ul style="list-style-type: none"> Would like for the system to take into account the different methodology TCEF uses (finished basement square footage, finished square footage of each dwelling in a multi-family development) Would like to easily see historic instances of TCEF being paid with previous changes on the property

Rank the *Process Maturity* for current processes. (highlight appropriate choice)

- Strong Process- Formalized, documented, optimized, audited.
- Moderate Process - Process is poorly documented and resides with individuals. Inefficient and error prone
- Weak Process - Ad hoc, not formalized, inconsistent**

Rank the *Technology Maturity* for current processes. (highlight appropriate choice)

- Strong – The process executed entirely within the technology stack with no manual processes
- Moderate – Some technology support with little automation**
- Weak – manual execution and often paper-based

Level 1 Capabilities:

Process Step	Service Request Intake	Communicate with Complainant or Violator	Assign/Route/Schedule (Internal/External)	Service request tracking/maintenance	Accept Payments	Perform Service	Close Service Request	Self Service Portal	Accessibility	Usability	Credit Card Services	Maintain Fee Schedules	Record keeping
Details	Building permit is "turned on" for my review	Communicate with applicant sometimes to get specific info like square footages of individual dwellings		Currently use an Excel spreadsheet to calc the fee and also track collection over time		Either confirm the pre-calculated fee, or override with my calculated information	Mark as complete						

Process and technology maturity

Permits and Licensing

Process Maturity for current processes - **Weak**

- Strong Process- Formalized, documented, optimized, audited.
- Moderate Process - Process is poorly documented and resides with individuals. Inefficient and error prone
- Weak Process - Ad hoc, not formalized, inconsistent

Rank the *Technology Maturity* for current processes. - **Moderate**

- Strong – The process executed entirely within the technology stack with no manual processes
- Moderate – Some technology support with little automation
- Weak – manual execution and often paper-based

Development review, licensing, permitting and inspection Vendors landscape



govService

Amanda



Infovision Software, Inc.
Evolve Permitting and Inspections



Tempest Development

Tempest Development



Related Info-Tech research

Get the Most Out of Your ERP



In today's connected world, the continuous optimization of enterprise applications to realize your digital strategy is key.

Critical Insight

A properly optimized ERP business process will reduce costs and increase productivity.

Impact and Result

Build an ERP Optimization Team to conduct ongoing application improvements.

Assess your application(s) and the environment in which they exist. Use a business-first strategy to prioritize optimization efforts.

Governance of Enterprise Software Implementation



Being Agile will increase the likelihood of success.

Critical Insight

Agility outside of software development is still in its infancy. The knowledge to apply it to business processes is lacking.

Impact and Result

Leverage the best practices of project management to deliver value to the business sooner.

Follow our iterative methodology with a task list focused on the business must-have functionality to achieve rapid execution and to allow staff to return to their daily work sooner..

Select and Implement an ERP Solution



Selecting a best-fit solution requires balancing needs, cost, and vendor capability.

Critical Insight

Upfront investment of time and resources into project planning will prevent post-implementation regret.

Impact and Result

Leverage Info-Tech's comprehensive three-phased approach to ERP selection projects, starting with assessing your organization's preparedness to go into the selection stage, moving through technology selection, and preparing for implementation.

Select an ERP Implementation Partner



Unlock the potential of your ERP portfolio by choosing the right implementation partner.

Critical Insight

ERP implementation is not a one-and-done exercise. Most often it is the start of a multi-year working relationship between the software vendor or systems integrator and your organization. Take the time to find the right fit to ensure success.

Impact and Result

Use Info-Tech's implementation partner selection process to find the right fit for your organization.

INFO~TECH
RESEARCH GROUP



Discovery & Recommendations

LPCE Implementation Project
September 20, 2024

Team Intro/Bios

Prosci Team



Ian Croft
Engagement Leader



Debbie Firth
Principal Change Advisor



Francisco Xavia
Change Advisor



Agenda

- Our Understanding
- Change Management Overview
- Discovery Findings
- Recommendations
- Sponsorship

Our Understanding

What's Changing

What's Changing / Our Understanding

Overview

- Digital Transformation of Licensing, Permitting, and Inspection Processes. Will initiate the transformation of current permitting, licensing, and development review processes and software to a new solution that better matches business needs and meets staff and customer requirements.

Core Team

- Denzel Maxwell - Executive Sponsor
- Kevin Wilkins - Transformation Lead
- Kim Meyer - Steering Committee
- Drew Brooks - Steering Committee
- Kai Kleer/Patti Milio – Project Manager(s)

Reviewed Documents and Key Interviews

Documents/Activities

- ✓ Program Charter / Business Case / Overview Deck
- ✓ Project Benefits
- ✓ Concerns / Issues / Risks
- ✓ Communications work to date
- ✓ Risk Analysis
- ✓ 4P Exercise (See Appendix Slide 35)

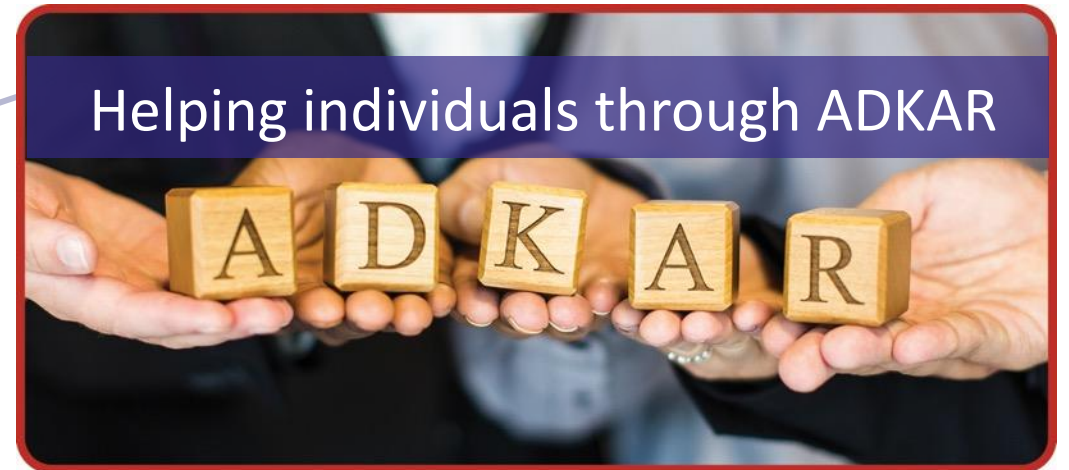
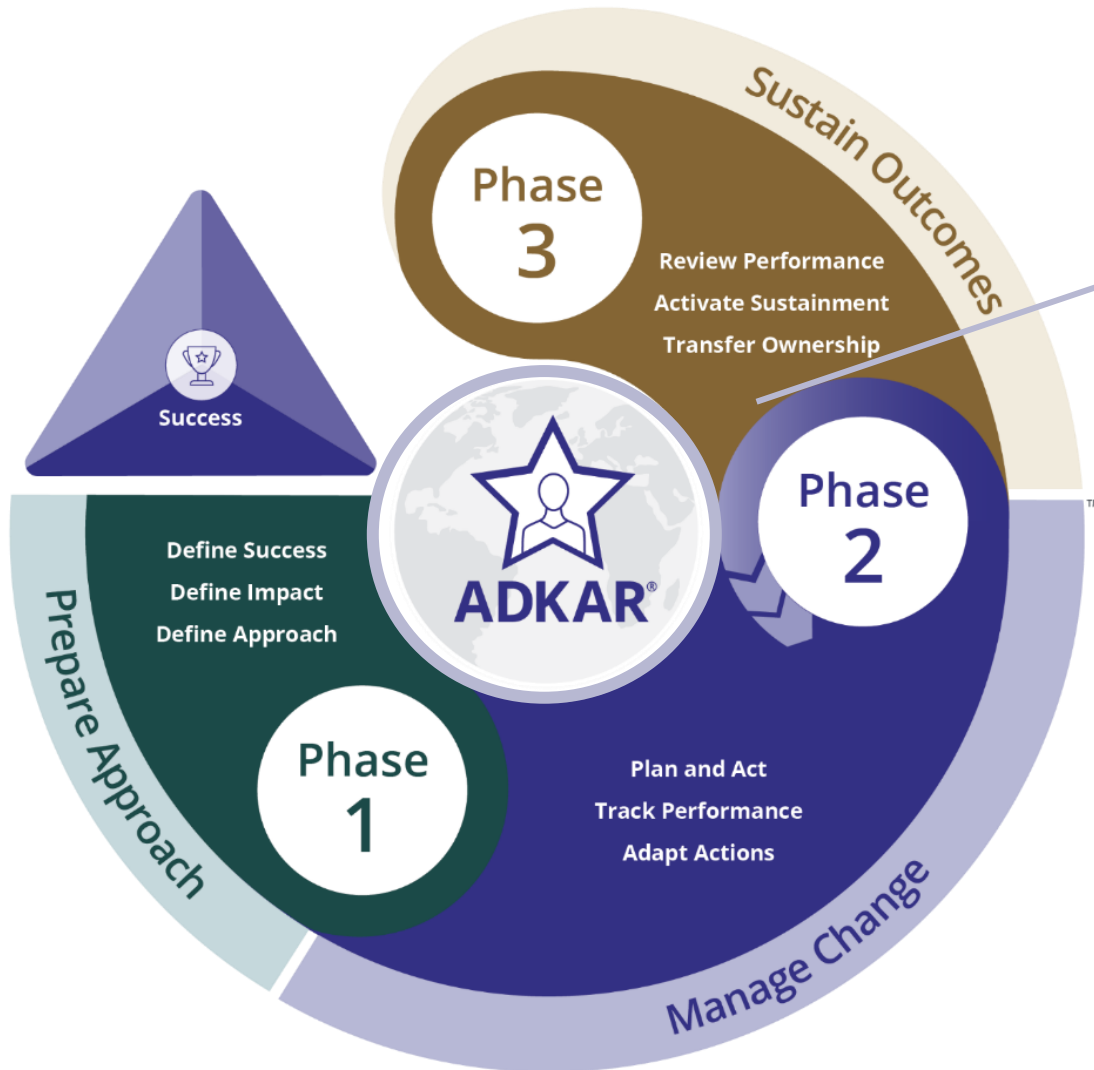
Interviews

- ✓ Denzel Maxwell (Executive Sponsor)
- ✓ Kai Kleer/Patti Milio – Project Manager(s)
- ✓ Drew Brooks/Kim Meyer - Steering Committee
- ✓ Shar Manno/Kiana Carter/Michelle Reulet - Subject Matter Experts (SMEs)
- ✓ Tyler Robbins/Marcus Coldiron - Business Unit Core Team

Change Management Overview

How Individuals Move Through Change

Organizational Change Requires Individual Change

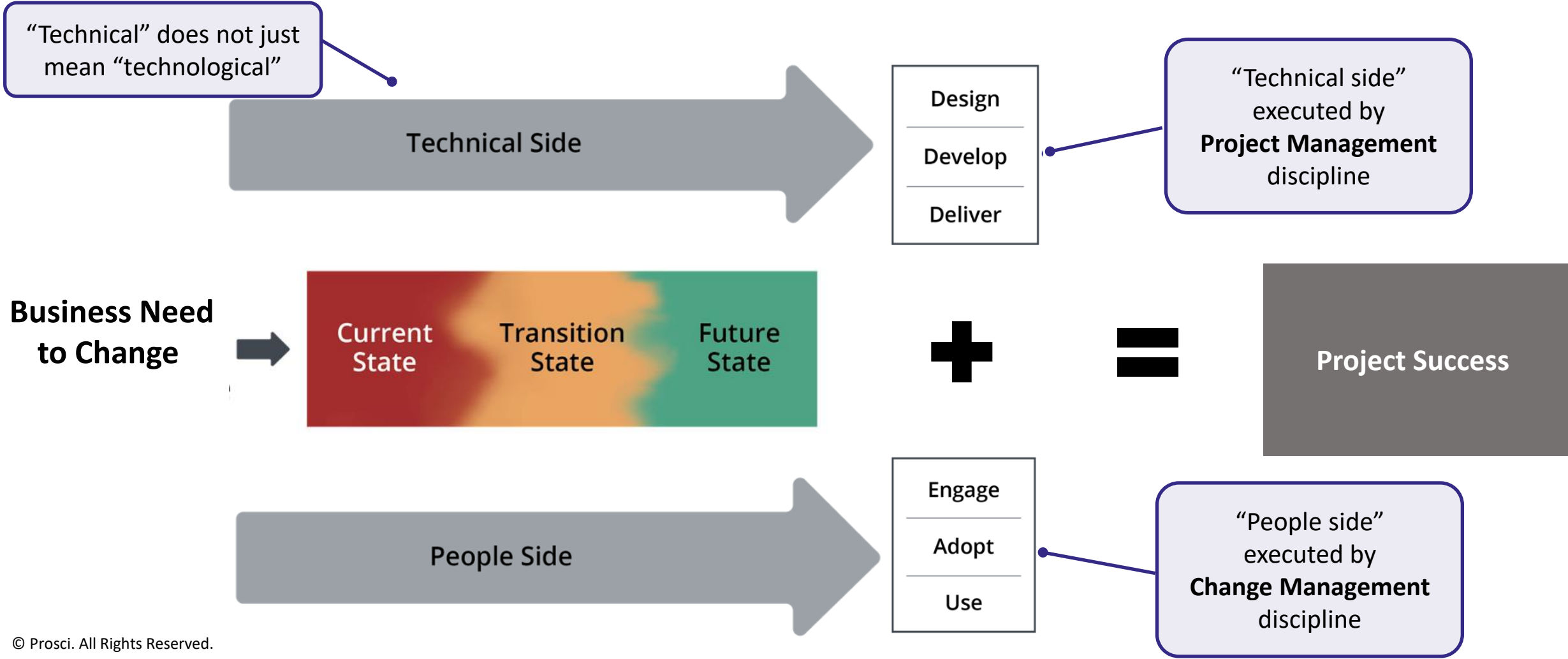


ADKAR Model on a Page

ADKAR element	Definition	What you hear	Triggers for building
A Awareness	Of the need for change	"I understand why..."	Why? Why now? What if we don't?
D Desire	To participate and support the change	"I have decided to..."	WIIFM Personal motivators Organizational motivators
K Knowledge	On how to change	"I know how to..."	Within context (after A&D) Need to know <i>during</i> Need to know <i>after</i>
A Ability	To implement required skills and behaviors	"I am able to..."	Size of the K-A gaps Barriers/capacity Practice/coaching
R Reinforcement	To sustain the change	"I will continue to..."	Mechanisms Measurements Sustainment

Right Before
Go Live

Unified Value Proposition



Research Findings on Change Success

In all 12 Prosci Best Practices reports, **sponsorship** was #1 on the list

Top Contributors to Change Success

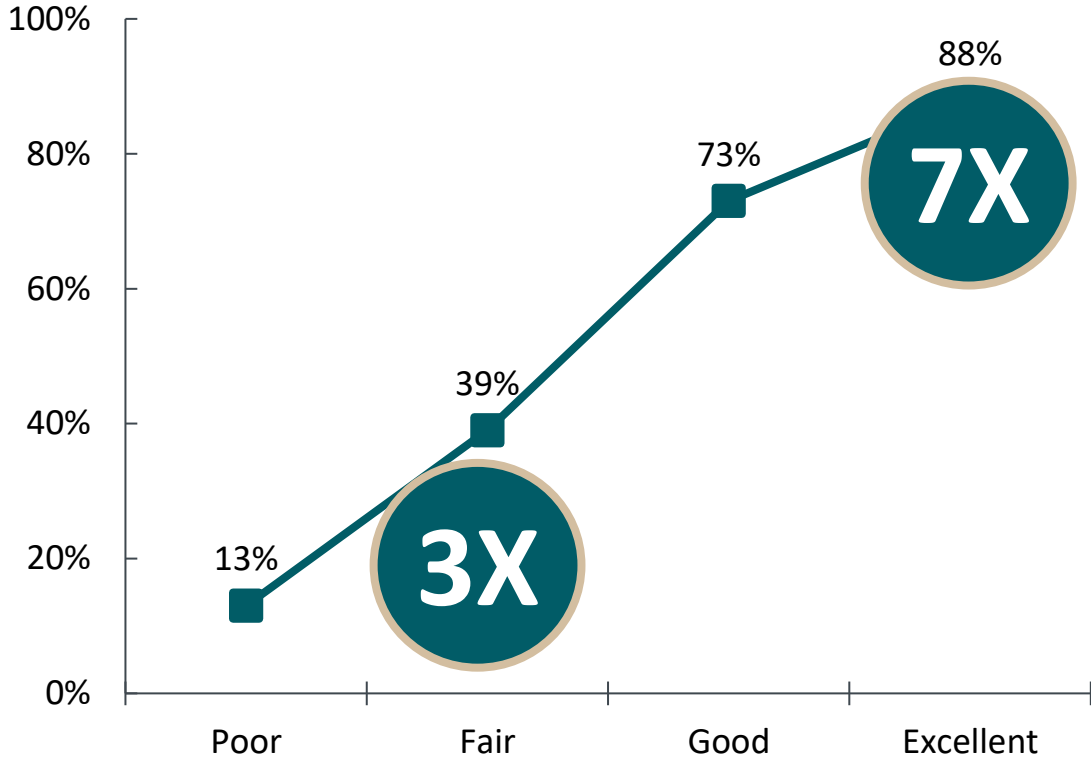
- 1**
Active and visible sponsorship
- 2**
Structured change management approach
- 3**
Employee engagement and participation
- 4**
Frequent and open communication
- 5**
Integration and engagement with project management
- 6**
Dedicated change management resources
- 7**
Engagement with middle managers

Change Management Effectiveness Correlations

More effective change management results in increases in:

- Meeting objectives
- On or ahead of schedule
- On or ahead of budget

Percent of Respondents That Met or Exceeded Project Objectives



Discovery Findings

Interview Themes, Key Findings and Impact

Key Themes



Sponsorship:

- Risk with no identified program sponsor
- Risk with not understanding roles and responsibilities of different levels of sponsorship.



Communications Resources

- Gap in identified role to support external customer onboarding
- Sporadic internal communications support for project



Processes/Workflows:

- Gap with not having fully mapped workflows and processes (As-is/Future)
- Gap with cross functional review of processes and workflows



Change Support Resources:

- Risk with not identified internal change resources to support project
- Risk with resource allocation for critical support roles (training support, change champion, change agent networks)



Customer Impact:

- Risk with understanding the current and future customer impact
- Gap with identified strategic approach for external customers



Change Capability:

- Immature/sporadic change maturity across City of Fort Collins
- Decreased change capability with key leaders (Core Team/Sponsors)

Identified Risks

When asked, “What is keeping you up at night?”, there were several risks that were brought up by key stakeholders.

Business Related

- Varying degree of customized processes and manual processes. A need to understand as is/future state workflows is critical
- Cross functional collaboration is lacking with process reviews – risk of resistance with minimizing redundancy of processes

Program Related

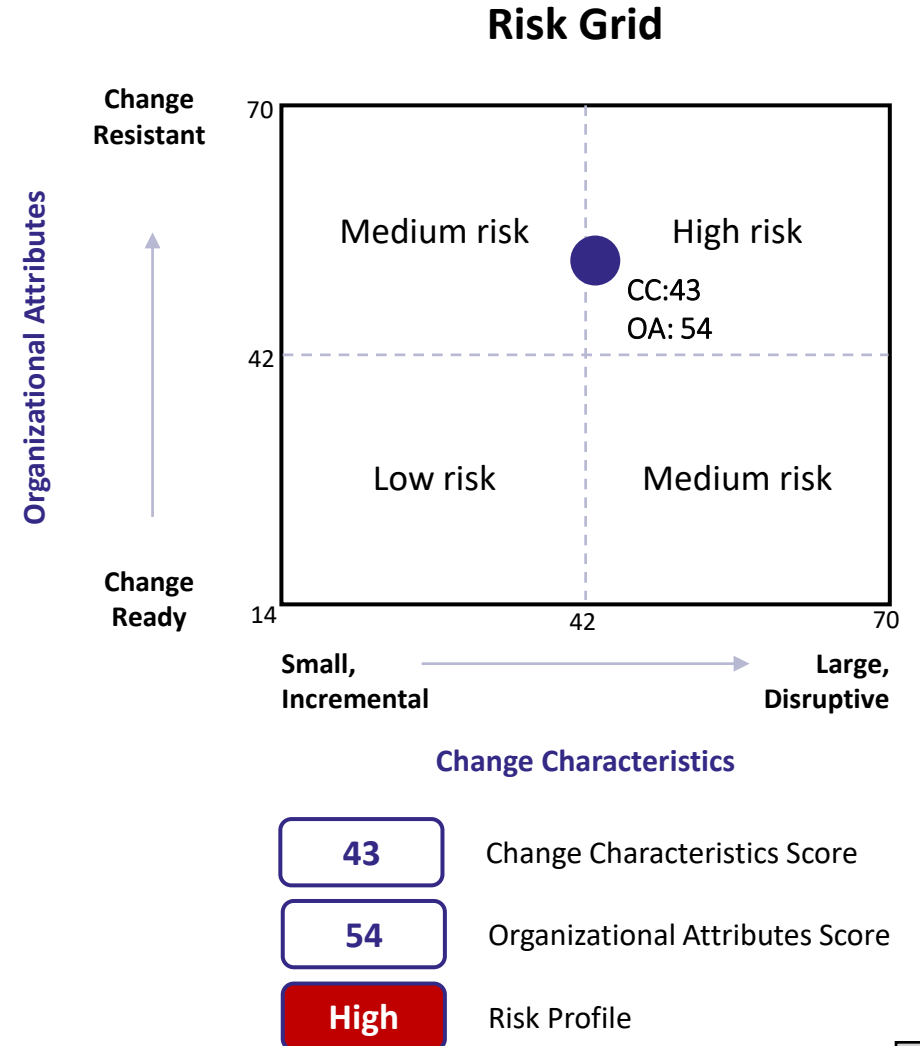
- No program/project sponsor is identified
- Core Team may lack the understanding of their role and responsibilities as part of the sponsor coalition
- Communication cascading is varied across the organization, especially with people leaders.
- Those not directly involved with the project are uninformed and not ready for the change.

People & Community Related

- Non-standard processes have resulted in a lack of accountability and communication, leading to a poor customer experience.
- Current ways of working lack transparency and direction for our customers.
- Current customer dissatisfaction and risk to image with City of Fort Collins

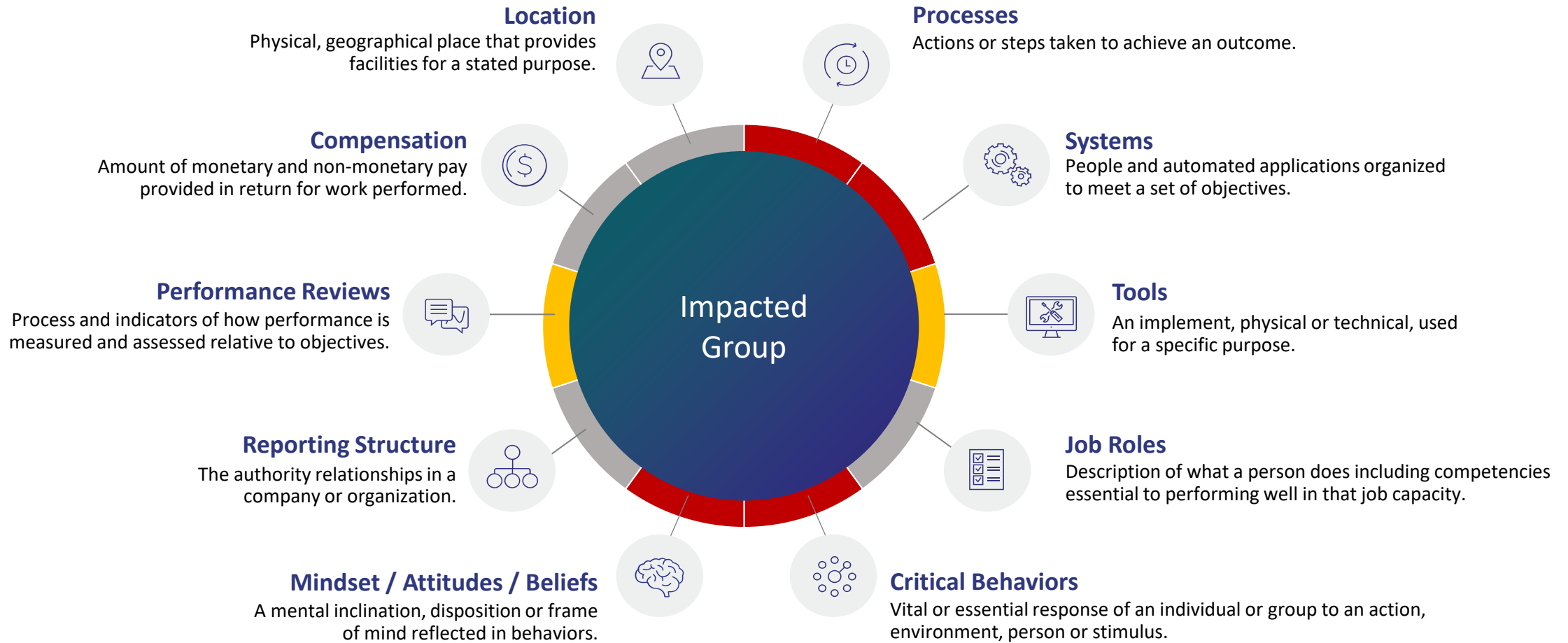
Risk Assessment - Conducted on September 16, 2024

Critical Aspect	Score	Insights
Change Characteristics	43	<ul style="list-style-type: none"> Increased risk/complexity of change with impacted groups being both internal and external. Risk to reputation with poor execution Increased potential for internal resistance due to varying impacts to groups and the level of disruption (Manual to automated) Need to identify key resources across impacted groups who can influence, support, and prioritize the effort (ex: Change Agent Networks)
Organizational Attributes	54	<ul style="list-style-type: none"> Resistance may not be due to the current impacts, but to the previous history of failed changes Expect to encounter barrier point at Desire -What's In It For Me ("WIIFM") People Managers may resist due to change saturation. It will be important to support this group and to actively engage them in process workflows and processes Good training will be key to adequately support teams to build Knowledge and Ability. Make sure to allow time to build Ability internally to increase quality of customer experience Executives may consider deprioritizing (where possible) other less strategic work to prioritize this effort so that change fatigue is reduced



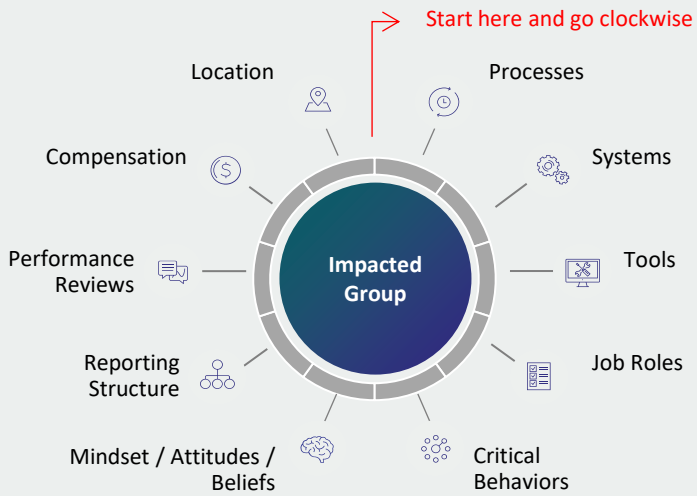
10 Aspects of Change

- High Impact
- Medium Impact
- Low Impact

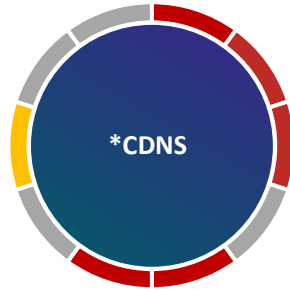


Impacted Groups – LPCE Implementation

10 Aspects of Change Impact



- High Impact
- Medium Impact
- Low Impact



Unique Group Consideration: A lot of change fatigue with this group. Multiple groups use different systems (technology and manual processes for plan/license review)



Unique Group Consideration: Varying degree of understanding the information/resources, with mixed customer populations. Consider how they need to be supported (Not all customers are technology saavy) (Ex: Residents, contractors & developers)



Unique Group Consideration: Local and State regulatory impact – strict enforcement and adherence needed



Unique Group Consideration: There are only about 20 agencies who need to be aware of change, and who will be using the system the most (Ex: Poudre Fire Authority, Larimer County, External Water Districts, etc)



Unique Group Consideration: Direct feedback from council about the public may cause a greater urgency to execute quickly, impeding a streamless transition

*CDNS – Recommend breaking these groups out individually in Phase 1

**Outside Agencies: May break these out – target the 20 who are highly impacted the most

Change Management Readiness

Change Success	Status	Insights
Sponsorship	Risk	<ul style="list-style-type: none"> Primary Sponsor is not currently identified There is confusion around who the sponsors are, and what their roles are Sponsors and sponsor coalition unclear with roles and responsibilities
CM Approach	On Track	<ul style="list-style-type: none"> A structured Change Management approach should be used (Prosci methodology)
Communications	Potential Risk	<ul style="list-style-type: none"> Front-line employees and those not directly involved with the project may be uninformed due to a lack of cascaded communications Broader communications for awareness are lacking
Employee Engagement	Potential Risk	<ul style="list-style-type: none"> Outside of the core project team including SMEs, there is little employee engagement Currently there aren't identified standing meetings/channels to distribute project information to leaders and teams Change champion networks is currently not identified to support the change
CM Resources	Risk	<ul style="list-style-type: none"> The project currently does not have dedicated, experienced CM resources. While CM experience among managers and project leaders varies, experienced internal/external change practitioners can fill those gaps with targeted plans and support
CM / PM Integration	On Track	<ul style="list-style-type: none"> Change Management is being integrated early into the project lifecycle. Project Managers are willing and eager to work with CM resources
People Leaders / Middle Managers	Potential Risk	<ul style="list-style-type: none"> Strong need to coach people leaders on their roles and responsibilities Lack of awareness with how to manage resistance to support their teams People leaders will need support with cascading – some do this currently, but it varies

Discovery Recommendations

Initial Next Steps

LPCE Discovery Recommendations



Sponsorship and Vision

- Identify employee facing sponsorship role to support the LPCE project
- Gain leadership alignment to vision, direction, timeline (City Mgmt/SteerCo)
- Communicate vision and direction with a clear roadmap to the future state



Customer Support

- Identify external facing roles to help communicate and support external customers



Cross Functional Collaboration

- Reduce siloes and coach teams to think bigger picture as “one team” (ex: workflows/processes)



Resource Allocation

- Identify experienced resources who can fully support the project (change practitioners/communications/training resources)



Customer Impact

- Determine strategic approach to onboard customers for enhanced customer experience



Leadership Change Capability

- Recommend Sponsor and Core team Prosci training to build organizational change capability to support LPCE project.

Immediate Communication Recommendations

Key activities to begin **Awareness** phase

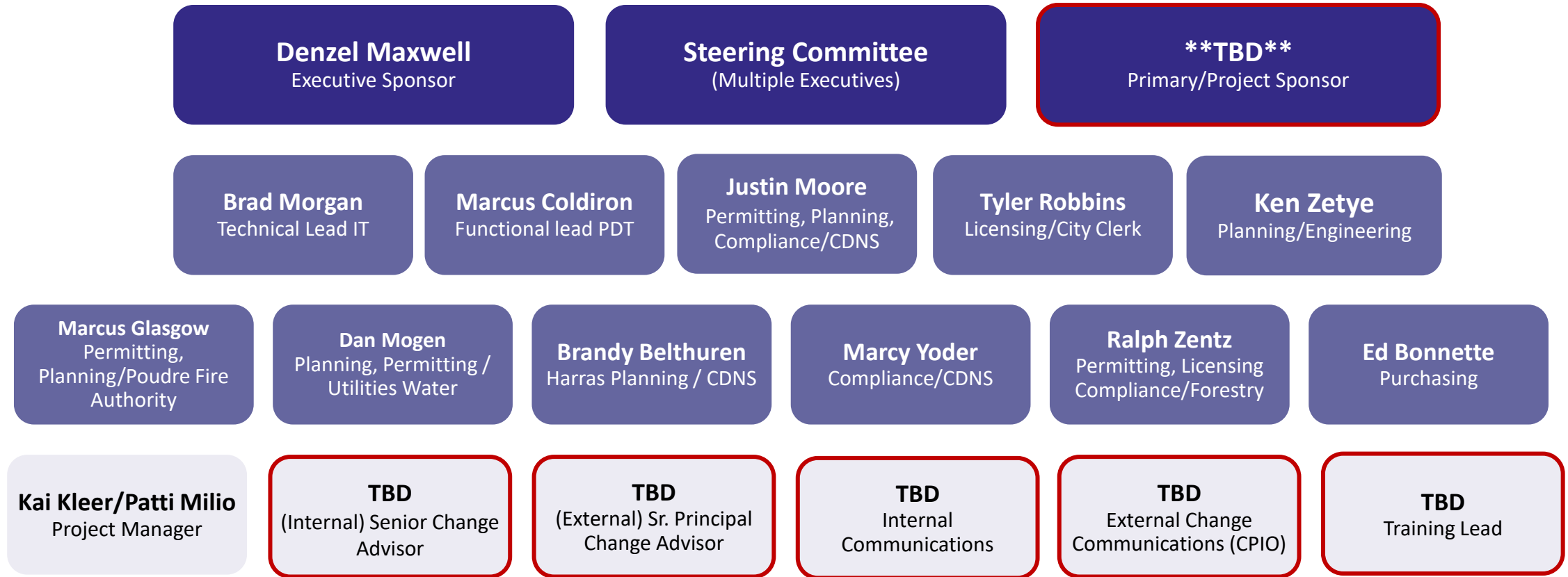
- **Share 1-pager with leaders for LPCE** – Use as talking point for LPCE. Update accordingly
- **Broadly communicate for Awareness** – “What’s Changing”, “Where we Are”, “Why”, “Why Now”, ‘Approximate Timeline”, “Benefits”, “Consequences of not changing” (Email/All hands/Town Halls or other standing meetings)
 - ▶ Capture FAQs
- **Build initial Share Point site to house email communications/resources/FAQs/project team members/departmental SME network**
 - ▶ Create Executive Sponsor Message to place on Share Point to create Awareness
- **Create LPCE project email inbox** to capture employee questions for inputs to FAQs
- **Identify brand LPCE project logo** for project communications

Recommended Start Date for
Phase 1 Change Management
Nov 4, 2024

Sponsorship

Critical Roles and Responsibilities for Change Success

Sponsor Coalition Map



 Executive/ Primary Sponsor - Employee Facing Role  Core Team - Sponsor Coalition  ** Non-coalition Critical Project Roles

Sponsorship Roles

Executive Sponsor/SteerCo

- Authorize the change
- Provide credibility to change
- Perform Employee-facing activities (All hands/Town halls, Meetings)
- Build sponsor coalition
- Communicate effectively (Go-Lives/Post go-live/Reinforcement)

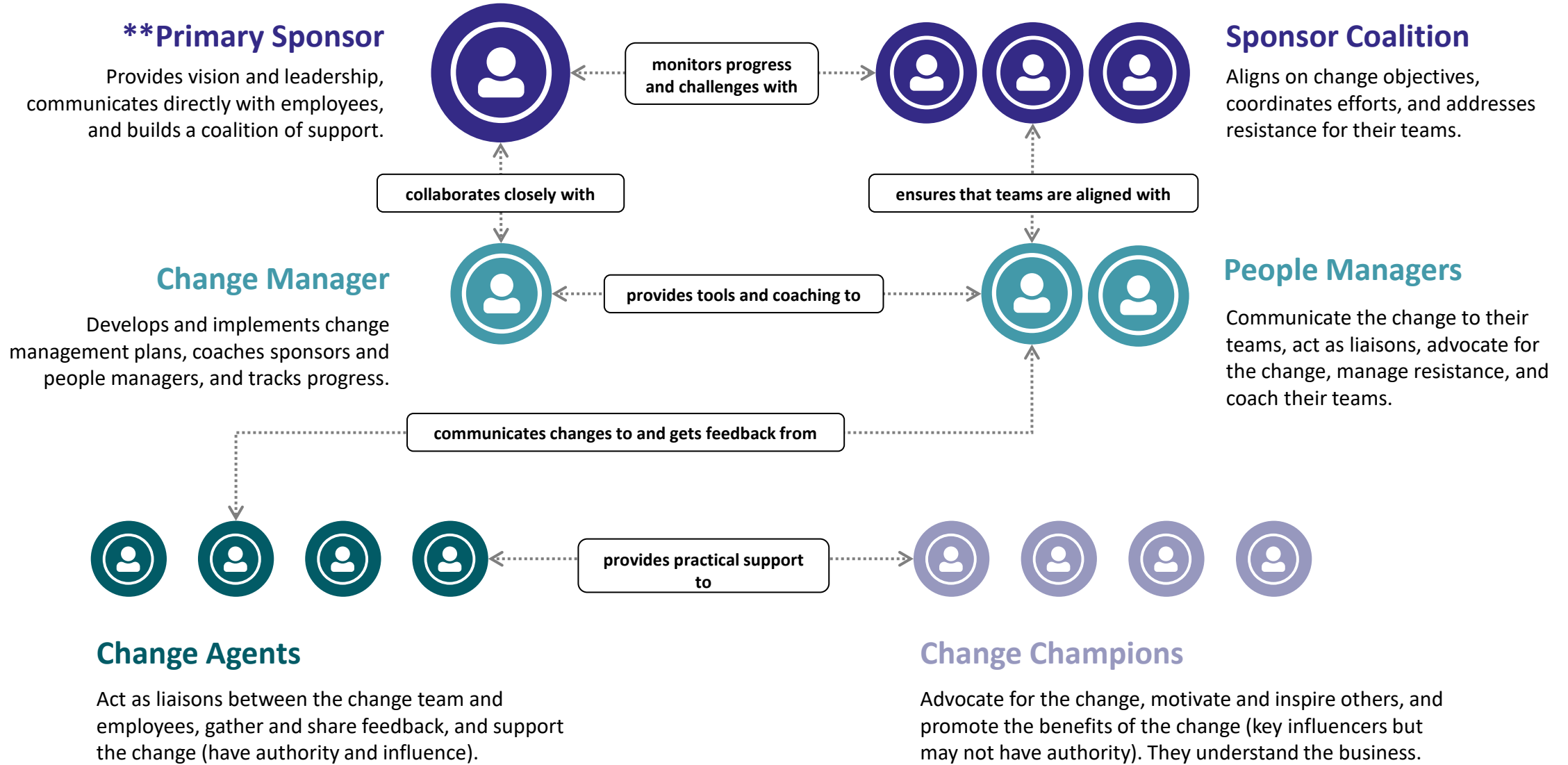
Primary/Project Sponsor

- Active and visible partner/influencer to PM/OCM and the organization
- Participate in managing the day-to-day project activities (CM meetings, CM deliverable reviews)
- Communicate the “why”, “why now” and “consequences” of not changing, as well as ongoing key messaging throughout

Sponsor Coalition

- Support the change
- Build alignment with their leaders and teams
- Engage and mobilize their leaders and teams
- Facilitate communications through cascading information
- Role model and set expectations of their leaders and teams

Change Ecosystem



Thank You

Prosci[®]



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Fort Collins, CO
80528, USA



Appendix

Common Pitfalls

Common pitfalls to consider

- Incomplete business processes or cross functional workflows
- Compressed timeline for internal training/insufficient training to support role
- Lack of training resources/SMEs to help support/build training specific to Fort Collins
- Insufficient data cleanup and integration
- Lack of resources to support project – CM, communications, customer support
- Improper system profiles – Managed access and permissions to system. Possible regulatory and compliance issues due to lack of security within system
- Lack of beta testing for customer onboarding – High impacted groups/improper external communications
- Lack of CM and PM integration of plans – Siloed approach and lack of “people-side” support



Avoidable Costs and Mitigable Risks



Costs



Risks

<p>To the project if we do not manage the people side of change well</p>	<ul style="list-style-type: none"> • Project delays • Missed milestones • Budget overruns • Rework required • Loss of work by project team 	<ul style="list-style-type: none"> • Resistance – active and passive • Project put on hold • Resources not made available • Obstacles appear unexpectedly • Project fails to deliver results • Project is fully abandoned
<p>To the organization if we do not manage the people side of change well</p>	<ul style="list-style-type: none"> • Productivity plunges (deep and sustained) • Loss of valued employees • Reduced quality of work 	<ul style="list-style-type: none"> • Impact on customers • Impact on suppliers • Morale declines • Legacy of failed change • Stress, confusion, fatigue • Change saturation
<p>To the organization if this change does not deliver the results we expect</p>	<ul style="list-style-type: none"> • Lost investment in the project • Lost opportunity to have invested in other projects 	<ul style="list-style-type: none"> • Expenses not reduced • Efficiencies not gained • Revenue not increased • Market share not captured • Waste not reduced • Regulations not met

ADKAR Example Activities

Awareness Tactics

1. Repetitive face-to-face communication of the business reasons for the change and the risks of not changing
2. Use a variety of communication channels, such as team meetings, emails, bulletin board postings, posters, etc.
3. Provide employees with ready access to business information, such as external drivers of change
4. Share customer feedback and develop effective responses
5. Surface and address rumors

Desire Tactics

1. Help employees identify the personal benefits of the change (WIIFM)
2. Acknowledge the losses and opportunities associated with the change
3. Address negative history with change – discuss why previous mistakes occurred and how current and future changes can be implemented differently to ensure success
4. Engage employees in the change process at the earliest possible stages of the change
5. Align incentive and performance management systems to support the change

Knowledge Tactics

1. Ensure employees have access to and time to attend training
2. Use job aids to assist employees in the learning process
3. Provide open and ready access to information to support learning
4. Identify employees that others can go to for assistance
5. Provide one-on-one coaching
6. Share problems and lessons learned as a team

Ability Tactics

1. Help employees apply what they have learned to real work situations
2. Ensure that employees have the time and opportunities to develop new skills
3. Provide solutions when the "real work" does not match what they learned in training
4. Be a role model for how to act in the new environment
5. Identify when "more time" is not the answer and external intervention is required

Reinforcement Tactics

1. Celebrate successes
2. Recognize employees for successfully implementing change
3. Gather feedback from employees
4. Identify root causes for low adoption and implement corrective action
5. Build accountability mechanisms into day-to-day business operations

Sponsor Role in Change: Fulfill the ABCs to Drive Success

Item 9.

It's not just signing checks and charters



Actively and visibly participate throughout the project



Build a coalition of sponsorship with peers and managers



Communicate directly with employees

Change Ecosystem Interactions

Interactions and Collaboration

Sponsors and Change Manager:

- Collaborate closely: Develop a sponsor roadmap to guide sponsor activities and ensure they remain engaged.
- Regular updates: Change practitioners provide sponsors with progress reports and feedback.

Sponsors and Sponsor Coalition:

- Unified Communication Plan: Leverage a unified communication plan to ensure consistent messaging
- Role Modeling: Actively demonstrate their commitment to the change through their actions and behaviors.

Sponsor Coalition and People Managers:

- Align People Managers: align on priorities, messaging and address any emerging resistance.
- Resource Allocation: allocate resources or adjust strategies to better support the People Managers and their teams.

Change Manager and People Managers:

- Equip with tools and training: Provide people managers with the necessary resources to support their teams.
- Regular coaching: Conduct coaching sessions to address challenges and resistance.

People Managers and Change Agents:

- Communicate changes: Work together to ensure clear and consistent communication.
- Gather feedback: People managers rely on change agents to understand the team's sentiment and address concerns.

Change Agents and Change Champions:

- Foster a positive attitude: Both roles work to create a supportive environment for the change.
- Share feedback and success stories: Change agents provide practical support while change champions focus on motivation and advocacy.

4 P's – Defining the Change

100% of the benefits we are expecting depends on all employees doing their jobs differently.

Project	Purpose	Particulars	People
<p>Digital Transformation of Licensing, permitting, Inspection and Development Review</p> <p>Consequences of not Changing/Risks:</p> <ul style="list-style-type: none"> • Operations may fall behind increasing demands from businesses and residents, while being unable to integrate new trends and technologies properly due to incompatibility with legacy processes and platforms. • A highly complex environment with current permitting and licensing spanning multiple departments • Highly customized system processes requires significant coordination, • Lack of standardized process, and a high desire for specialized solutions like the ones currently in place could hamper the adoption of more universal tools. 	<p>Digital Transformation of Licensing, Permitting, and Inspection Processes - Funding this offer will initiate the transformation of current permitting, licensing, and development review processes and software to a new solution that better matches business needs and meets staff and customer requirements</p> <p>Project Outcomes:</p> <ul style="list-style-type: none"> • Re-engineered processes: elimination, simplification, digitization and automation • Reimagining work to reduce manual and high touch processes into low touch self - service capabilities • Introducing smart workflows to automate processes, shifting from analog paper to digital online solutions • Shifting input to the consumer, guiding them through the process with digital workflows • Implementing intelligent routing and inspections scheduling, and notifications to consumers • Increasing our scale while reducing the time to process and approve submissions with confidence • Implementing automated, no- code workflows, approvals and online payment collection <p>Organizational Benefits:</p> <ul style="list-style-type: none"> • Increased satisfaction with customer experience through simplicity of standardized processes with permitting and licensing • A more holistic, customer-centered software ecosystem to increase efficiency, and accessibility to information • Increased regulatory compliance through improved accessibility <p>Individual Benefits:</p> <ul style="list-style-type: none"> • Decreased turnaround times through increased transparency and automation of future processes in one holistic solution • Time reduction through Increased time efficiency through automation of workflows, to focus on day-to-day operations. • Support staff with up-to-date streamlined processes that allows for digital enablement • Better cross functional collaboration 	<p>Process changes: New, standardized, and optimized processes and procedures across the following groups:</p> <p>System changes:</p> <ul style="list-style-type: none"> • Digital Enablement using a more robust, customer – centric solution. • Vendor Selection to be completed XX <p>Tools changes: Reduce reliance upon MS Excel and other manual and paper-based tools and forms for data tracking, analysis, and reporting.</p>	<p>Approximately 200-300 employees will be impacted by this change across the following groups:</p> <p>List groups: Internal Community Development & Neighborhood Services (CDNS) – (250) City Clerk Office (10) City Council City Managers (15)</p> <p>List groups: External External Customers (175000) Outside Agencies (200)</p>

Licensing, Permitting, and Code Enforcement System Appropriation

City Council

Funding Proposal



Does City Council support an appropriation ordinance to fund critical technology infrastructure and risk mitigation for the City's Licensing, Permitting, and Code Enforcement System modernization?

and

Does City Council support an appropriation ordinance for sole-source implementation professional services?



2023-2024

ADOPTED BUDGET



In 2022, City Council funded an initiative to modernize legacy permitting, licensing, and development processes, aligning with today's community needs and enhancing both staff and customer experiences.

Key Outcomes:

- **Streamlined, Standardized Processes:** Simplify, consolidate, and automate licenses and permits to eliminate redundancies and improve staff efficiency.
- **Self-Service for All:** Empower residents and businesses with low-touch, self-service options, advancing community digital equity.
- **Smart Digital Workflows:** Transition from paper to digital, ensuring accessible, sustainable, and simplified services.
- **Scalability & Speed:** Accelerate processing times to meet rising demands consistently across all service areas.
- **Unified, Cohesive Platform:** Implement a citywide, integrated system that enhances collaboration and responsiveness.
- **Modernized Legacy Systems:** Shift to a future-ready solution that supports a more accessible, equitable, and efficient digital government, adopting leading industry solutions.

This initiative reduces complexity, boosts staff efficiency, and provides a simplified, equitable experience for all users.

The 'Why' for System Replacement

- Current on-premise solution (Accela) is stopping maintenance of their platform in June-2025, with support ending Dec-2025.
- Limited transparency across departments and within specific capabilities hinders understanding of project status and requirements.
- Multiple systems and formats create a lack of a single source of truth, making data management and analysis difficult.
- Manual processes and outdated tools limit automation and make it difficult to adapt to changing needs.
- Varying service delivery models and confusing website navigation create a disjointed digital experience.
- Lack of digital tools and services hinders accessibility for citizens who cannot visit City offices in person.
- Reliance on temporary solutions like Microsoft Access and Excel, and the inability to support certain processes within current tools, further hinder efficiency.

Current Status of Project

Project Kick-off and RFP Development
Jun – Jan

Vendor Evaluations
Feb – Jun

Vendor 1 – Scope
May - Aug

Vendor 2 - Scope
Sept - Nov

Contract
Negotiation
Nov - Dec



2023
PROCUREMENT
KICK OFF

2025
IMPLEMENTATION
KICK OFF

JUN	AUG	OCT	DEC	FEB	APR	JUN	AUG	OCT	NOV	JAN	MAR
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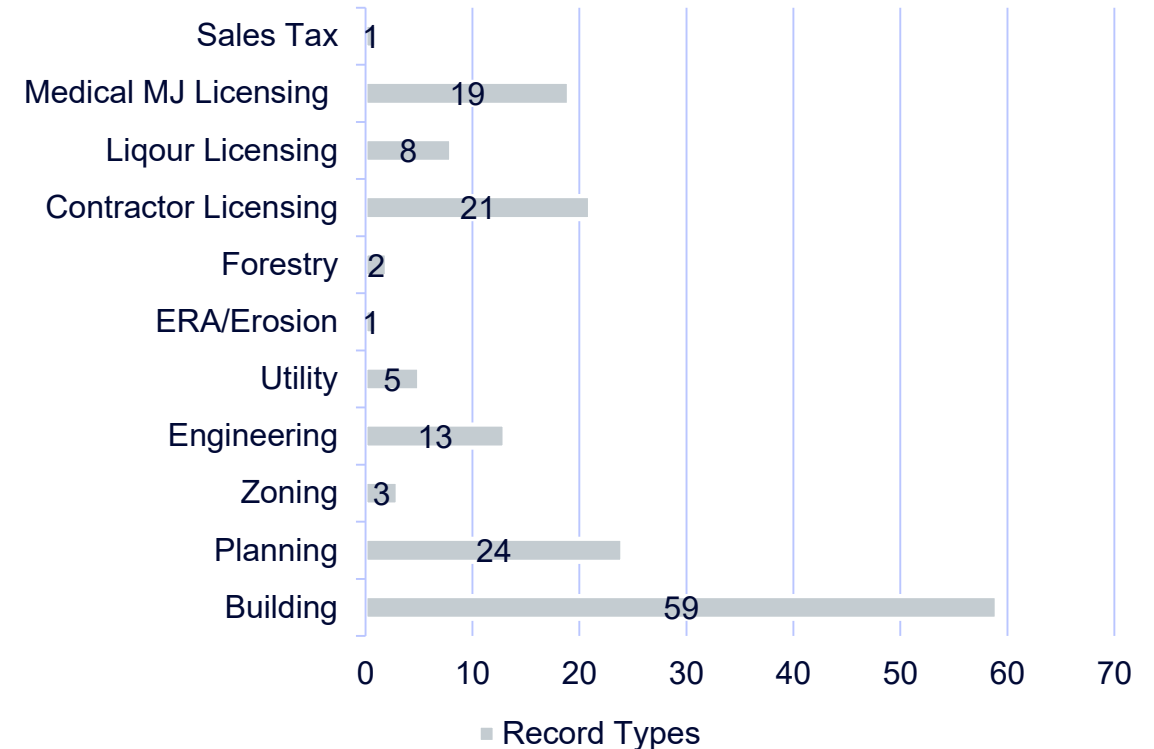


A Unified, Cohesive Platform

Tyler Technologies' Enterprise platform streamlines permitting, licensing, and code enforcement through centralized workflows, online submissions, automation and GIS integration. This solution enhances collaboration, transparency, and customer access, aligning well with Fort Collins' goals of process modernization, simplification and improved customer experience.

- Environmental Services
- Community Development
- Neighborhood Services
- Poudre Fire Authority
- Engineering
- Utilities (City & External)
- City Clerk's Office
- Natural Areas
- Parks
- Information Technology
- City Manager's Office
- External Agencies
- Special Events

Licensing and Permitting Processes



Key Elements Essential To Success

Project Management

- **Complex System Migration:** Minimize risk in Accela to Tyler transition.
- **Accountability:** Ensure rigorous scheduling and scope control.
- **Enhanced Service:** Deliver a responsive, customer-centered system.

Change Management

- **Universal Adoption:** Tailored strategies for businesses, residents, and staff to embrace new processes.
- **Comprehensive Training:** Equips all users with the knowledge needed to become proficient with new capabilities.
- **Clear Communication:** Keep city staff and the community informed and engaged.

Expertise & Resources

- **Comprehensive Skill Gaps:** Requires expertise in technical, process, and Tyler system knowledge.
- **Backfill Support:** Maintains essential services by covering key roles required for staff assignment to this initiative.
- **Knowledge Transfer:** Enables City ownership while building long-term capacity.



Risk Assessment – Staffing Shortages

Much of the request for additional funding is to **mitigate** for the **four highest impact and most likely risks** identified by the initial strategic alignment work done by InfoTech. These risks largely center around providing the project with adequate staffing and include the following:

Risk	Impact	Likelihood	Mitigation Effort
Internal and External Organization Change Management (Including: Messaging/ Communications/ Training)	1	1	Look for an external resource to manage OCM.
Resourcing & staff bandwidth	1	1	Look at backfilling, cross training, and opportunity to free up bandwidth from critical team members. Decrease regular duty obligations.. Look for consultants and external resourcing.
Full Time Project Manager	1	2	Look for support for this early. Look for external resourcing. Ask for resourcing along with OCM and Process Engineering Consultant.
Vendor Management	1	1	Lack of product owner has led to issues on other projects. Vendor management should be coordinated between IT and the business.

Rating Scale:

Impact: **1- High Risk**

2- Moderate Risk

3- Minimal Risk

Likelihood: **1- High/Needs Focus**

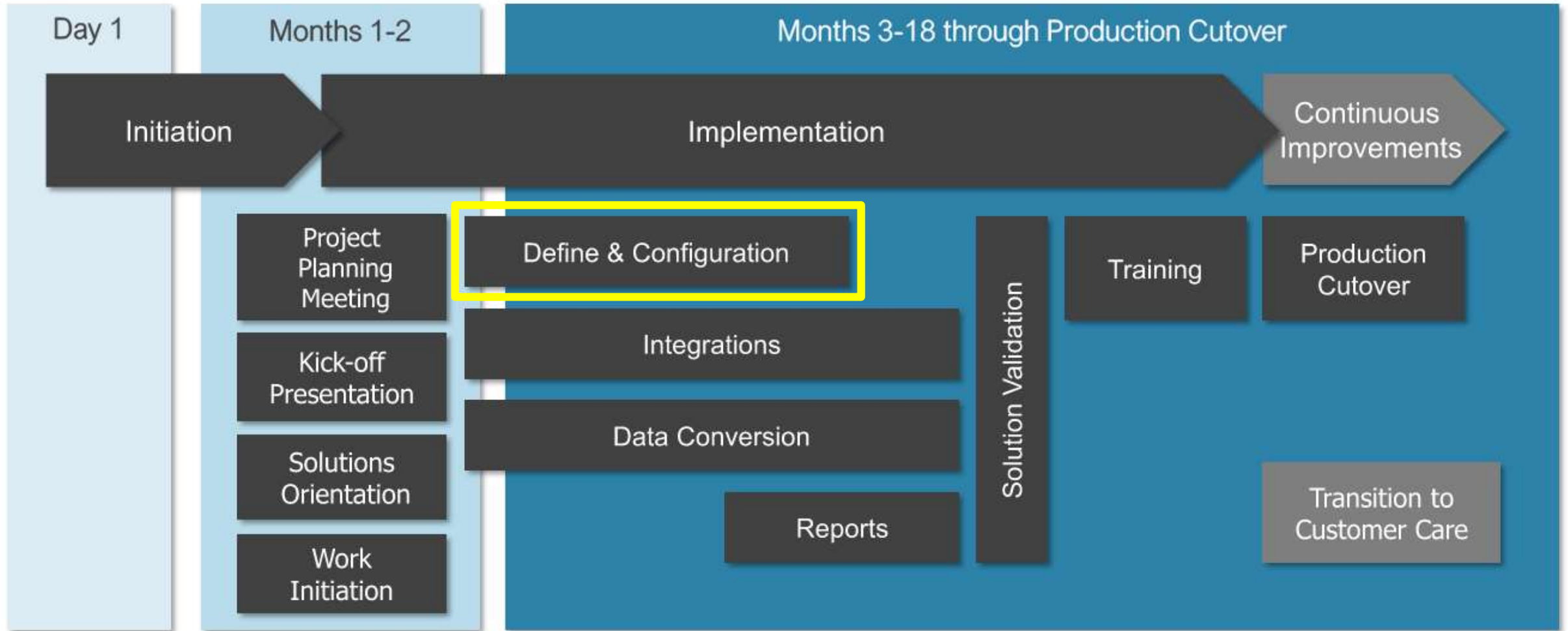
2- Can Be Mitigated

3- Remote Likelihood

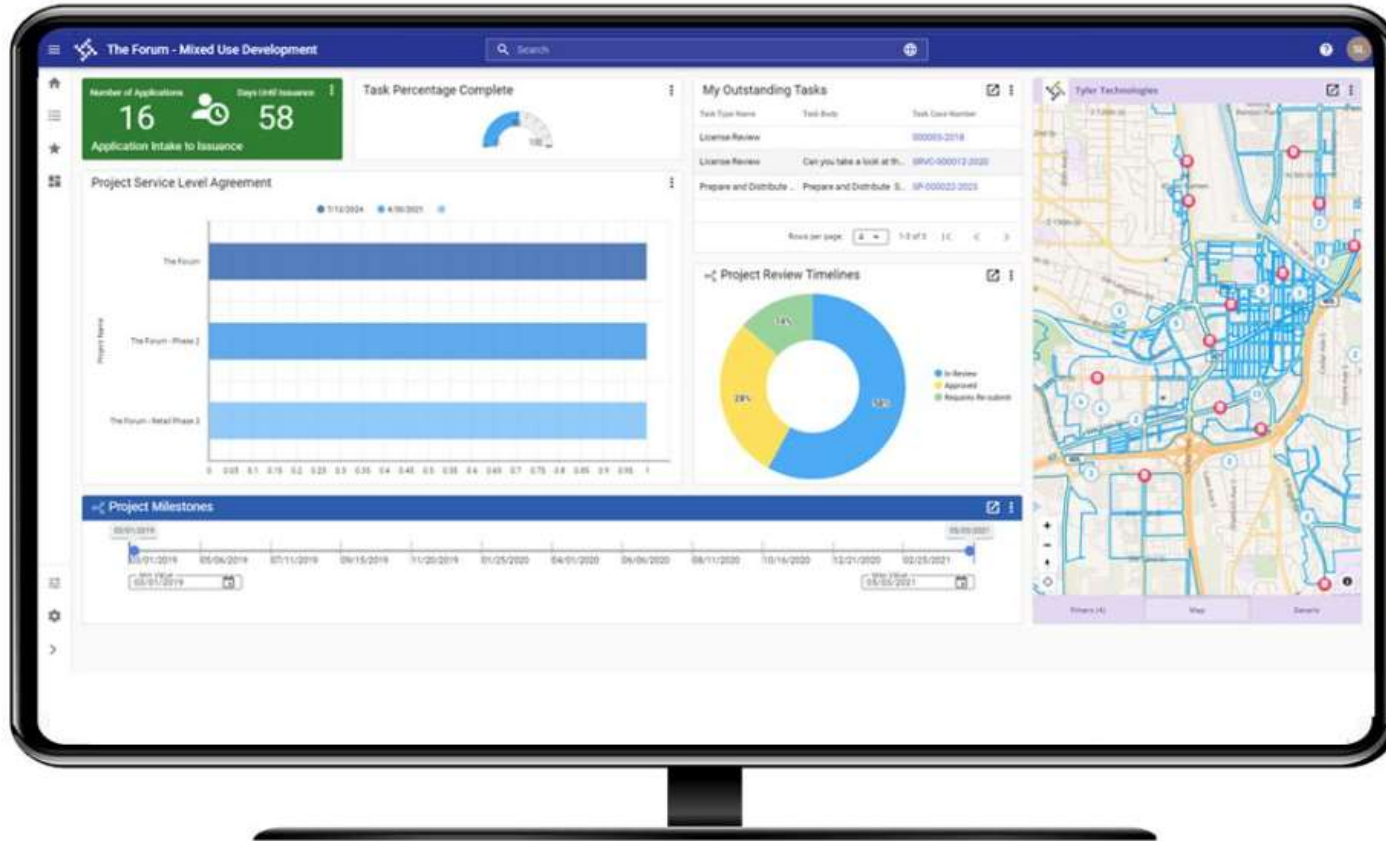


Cost Breakdown

Tyler Implementation Services (\$2M one-time cost)



Tyler Software Licensing (\$775K annually)



Current Licensing & Support Costs

Annual License: \$185,000

Annual City Staffing & Benefits: \$425,000

Other Maintenance Costs: \$15,000

Total: \$625,000

Tyler Licensing & Support Costs

Annual License: \$933,000

30% Discount: \$262,000

Total w/ Discount: \$670,000

Managed Services: \$105,000

Total: \$775,000



Resourcing (\$720K)

- Average of 4 FTEs per month for 18 months.
- 52/48 work split between internal and external resources.
- Backfill for critical roles (building, dev rev, code compliance).
- Supplemental pay for supporting and intermittent roles.

Professional Services (\$864K)

- RFP issued, no qualified respondents, staff has identified a qualified vendor. Sole-source appropriation required.
- Specific expertise in Accela-to-Tyler implementation/migration
 - Project management and scheduling
 - Configuration and best practices adherence
 - Risk mitigation and scope control
 - Vendor accountability for technical deliverables
 - Timely system delivery

Change Management (\$386K)

- OCM added to project scope due to historical challenges and risk assessment.
- OCM will provide structured change management.
- OCM will train internal staff to lead change initiatives

Summary of Costs

Item	Implementation Cost
Strategy Roadmap & Procurement Process	\$475,106
Tyler Technologies SaaS Implementation Professional Services	\$2,522,040*
Software Licensing through Implementation	\$1,342,912
City backfill for the two-year implementation period (4 FTE)	\$721,032*
Third Party Implementation Professional Services	\$864,000*
Prosci Change Management Professional Services	\$386,640*
Total Estimated Project Cost	\$6,311,730
Previously Appropriated Funds	\$2,140,000
Supplemental Appropriation Request	\$4,171,730

*Items assume a 20% contingency. For FTE items, contingency is represented by assuming a 24-month implementation period as compared to the 19- month planned implementation period.

Suggested Funding Stack

Previously Appropriated Funds	Amount
Data & Communications Fund Reserve – 2023/2024 BFO (<i>reserve generated by prior system fee</i>)	\$700,000
General Fund Reserves – 2023/2024 BFO	\$1,400,000
Change Management Funds	\$40,000
Total Previously Appropriated Funds	\$2,140,000
Suggested Funds to be Appropriated	Amount
General Fund Unanticipated Revenue	\$1,400,000
Utilities Funds Unanticipated Revenue*	\$1,300,000
Transportation Fund Unanticipated Revenue & Reserves	\$942,311
Capital Expansion Fees* (<i>CEF Administrative Allowance</i>)	\$400,000
ARPA Funds	\$129,419
Total Funds to be Appropriated	\$4,171,730
Total Estimated Project Cost	\$6,311,730

**These sources are comprised of multiple funding streams that fall within the category. The exact breakdown within categories is still to be decided.*



Outcomes

- Re-engineered processes: elimination, simplification, digitization and automation
- Reimagine work to reduce manual and high touch processes, into low-touch self-service
- Introduce smart workflows to automate processes, shifting from analog paper to digital online solutions



Success Criteria and Metrics

- **Success Criteria:** Decreased turnaround times through transparency and automation of processes. Up to date, streamlined processes that allow for digital enablement, and increased customer experience through simplicity of standardized processes. Increased time efficiency with automation of workflows, to allow employees to focus on day-to-day operations. Better customer experience through self-service.
- **Metrics:** To be Determined.



Impacted Stakeholders

- Community Development & Neighborhood Services
- City Clerk Office
- City Council City Managers
- External Customers
- Outside Agencies



Degree of Overall Organizational Impact



Importance

Digital Transformation of Licensing, Permitting, and Inspection Processes - Will initiate the transformation of current permitting, licensing, and development review processes and software to a new solution that better matches business needs and meets staff and customer requirements.



Organizational Benefits

- Increased customer satisfaction through simplicity of standardized processes with permitting and licensing
- A more holistic, customer-centered software ecosystem to increase efficiency, and accessibility to information
- Increased regulatory compliance through improved accessibility



Consequences of Not Changing/Risks

- Operations may fall behind increasing demands from businesses and residents, while being unable to integrate new trends and technologies properly due to incompatibility with legacy processes and platforms.
- A highly complex environment with current permitting and licensing spanning multiple departments
- Highly customized system processes requires significant coordination
- Lack of standardized process, and a high desire for specialized solutions like the ones currently in place could hamper the adoption of more universal tools.



Impacted Business Processes, Systems & Tools

- **Processes:** New, standardized, and optimized processes and procedures across CDNS
- **Systems:**
 - ✓ Replace legacy on Prem Accela system
 - ✓ Potentially decommission other systems as needed
- **Tools:** Reduce reliance upon MS Excel and other manual paper-based tools and forms for data tracking, analysis, and reporting.

Does City Council support an appropriation ordinance to fund critical technology infrastructure and risk mitigation for the City's Licensing, Permitting, and Code Enforcement System modernization?

and

Does City Council support an appropriation ordinance for sole-source implementation professional services?



Questions?

File Attachments for Item:

10. Items Relating to Amending Chapter 17 of City Code to Align with State Statutes.

- A. First Reading of Ordinance No. 180, 2024, Amending Section 17-1 of the Code of the City of Fort Collins to Add Definitions of “Deadly Weapon” and “Firearm”.
- B. First Reading of Ordinance No. 181, 2024, Amending Section 17-124(3) of the Code of the City of Fort Collins to Comport with State Law Regarding Disorderly Conduct.
- C. First Reading of Ordinance No. 182, 2024, Amending Section 17-126(a)(4) of the Code of the City of Fort Collins to Remove the Phrase “Intended to Harass” and Amend “He or She” to “Them”.

The purpose of this item is to update the City Code in order to align with State statute and recent case law.

December 3, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Jeremy Yonce, Lieutenant, Police Services Professional Standards

SUBJECT

Items Relating to Amending Chapter 17 of City Code to Align with State Statutes.

EXECUTIVE SUMMARY

- A. First Reading of Ordinance No. 180, 2024, Amending Section 17-1 of the Code of the City of Fort Collins to Add Definitions of “Deadly Weapon” and “Firearm”.
- B. First Reading of Ordinance No. 181, 2024, Amending Section 17-124(3) of the Code of the City of Fort Collins to Comport with State Law Regarding Disorderly Conduct.
- C. First Reading of Ordinance No. 182, 2024, Amending Section 17-126(a)(4) of the Code of the City of Fort Collins to Remove the Phrase “Intended to Harass” and Amend “He or She” to “Them”.

The purpose of this item is to update the City Code in order to align with State statute and recent case law.

STAFF RECOMMENDATION

Staff recommends adoption of these Ordinances on the First Reading.

BACKGROUND / DISCUSSION

The purpose of the proposed City Code amendments is to update outdated Code provisions involving criminal violations. These updates are based on state statutory changes and case law related rulings.

Deadly Weapon and Firearm Definitions

Current City Code does not define “deadly weapon” or “firearm”, although both “deadly weapon” and “firearm” are used in various places throughout the Code such as Assault contained in City Code Section 17-21 and Disorderly Conduct contained in Section 17-124. State statutes define both “deadly weapon” and “firearm”. The proposed Code amendment would adopt the state definition of “deadly weapon” and “firearm” which will provide clarity and allow for a more fair and equitable application of the law in Municipal Court.

Disorderly Conduct and Simulated Firearm

The state statute of Disorderly Conduct, Colorado Revised Statutes Section 18-9-106(1)(f), was amended to in 2021, effective March 1, 2022. The state law now defines disorderly conduct as conduct to include the use of a simulated firearm. Currently the analogous City Code Section 17-124(3) does not contain the simulated firearm language. This Code update would adopt the same language to comport with state law for Disorderly Conduct offenses. There have been incidents that occurred in the City where a party was not held accountable under City Code Section 17-124(3) because the weapon used involved a simulated firearm not an actual firearm.

Harassment

On March 28, 2022, the Colorado Supreme Court issued an opinion in *People v. Moreno*, 506 P.3d 849 (Colo. 2022), that found the phrase “intended to harass” in Colorado Revised Statutes Section 18-9-111(1)(e), was overbroad and unconstitutional. Currently City Code Section 17-126(a)(4) includes the phrase “intended to harass”. This change would remove the phrase “intended to harass”. Additionally, the current Code provision also uses “he or she”. To be inclusive, it is proposed to change the language to “them”.

CITY FINANCIAL IMPACTS

None.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ordinance A for Consideration
2. Ordinance B for Consideration
3. Ordinance C for Consideration

ORDINANCE NO. 180, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING SECTION 17-1 OF THE CODE OF THE CITY OF
FORT COLLINS TO ADD DEFINITIONS OF “DEADLY WEAPON”
AND “FIREARM”

A. The purpose of the proposed City Code Section 1-17 amendment is to add additional definitions that pertain to various criminal code violations. This update is based on state statutory definitions and will help provide clarity and allow for a more fair and equitable application of the law in Municipal Court.

B. The current City Code does not define “deadly weapon” or “firearm”, although both “deadly weapon” and “firearm” are used in various places throughout the Code such as Assault contained in City Code Section 17-21 and Disorderly Conduct contained in City Code Section 17-124.

C. State statutes define both “deadly weapon” and “firearm”. The proposed Code amendment would adopt the state definition of “deadly weapon” and “firearm” and add those definitions to City Code Section 1-17.

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 17-1 of the Code of the City of Fort Collins is hereby amended to add definitions of “deadly weapon” and “firearm”, to read as follows:

Sec. 17-1. - Definitions.

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

“*Deadly weapon*” shall mean:

- (1) A firearm, whether loaded or unloaded; or
- (2) A knife, bludgeon, or any other weapon, device, instrument, material, or substance, whether animate or inanimate, that, in the manner it is used or intended to be used, is capable of producing death or serious bodily injury.

...

“*Firearm*” shall mean any handgun, automatic, revolver, pistol, rifle, shotgun, or other instrument or device capable or intended to be capable of discharging bullets, cartridges, or other explosive charges.

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

Mayor

ATTEST:

City Clerk

Effective Date: December 27, 2024
Approving Attorney: Alyssa Bamonti

ORDINANCE NO. 181, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING SECTION 17-124(3) OF THE CODE OF THE CITY
OF FORT COLLINS TO COMPORT WITH STATE LAW
REGARDING DISORDERLY CONDUCT

A. In 2021, the state statute for the offense of Disorderly Conduct, Colorado Revised Statute Section 18-9-106(1)(f), was amended to update the language and include reference to the use of a simulated firearm, effective March 1, 2022.

B. Currently the analogous City Code Section 17-124(3) does not contain the simulated firearm language. This Code update would adopt the same language to comport with state law for Disorderly Conduct offenses.

C. There have been factual situations in the City where a party was not held accountable under City Code Section 17-124(3) Disorderly Conduct because the firearm used was simulated firearm instead of a real firearm, however it caused the same alarm to the victim as a real firearm.

D. Amending this Code section to track state law will help provide clarity and allow for a more fair and equitable application of the law in Municipal Court.

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 17-124(3) of the Code of the City of Fort Collins is hereby amended to read as follows.

Sec. 17-124. - Disorderly conduct.

It is unlawful for any person to intentionally, knowingly or recklessly:

...

(3) Not being a peace officer, displays a ~~deadly weapon~~ real or simulated firearm, displays any article used or fashioned in a manner to cause a person to reasonably believe that the article is a firearm, or represents verbally or otherwise that they are armed with a firearm in a public place in a manner calculated to alarm and does alarm another person;

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

Mayor

ATTEST:

City Clerk

Effective Date: December 27, 2024
Approving Attorney: Alyssa Bamonti

ORDINANCE NO. 182, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING SECTION 17-126 OF THE CODE OF THE CITY OF
FORT COLLINS TO REMOVE THE PHRASE "INTENDED TO
HARASS" AND TO AMEND "HE OR SHE" TO "THEM"

A. On March 28, 2022, the Colorado Supreme Court issued an opinion in *People v. Moreno*, 506 P.3d 849 (Colo. 2022), that found that the phrase "intended to harass" in Colorado Revised Statutes Section 18-9-111(1)(e), was overbroad and unconstitutional.

B. Currently the analogous City Code Section 17-126(a)(4) includes the same phrase "intended to harass" which is identical language to the portion of the state statute deemed unconstitutional.

C. This Code amendment is only necessary for the crime of harassment contained in City Code Section 17-126(a)(4); therefore no other subsections of Section 17-126 or other sections of City Code are impacted.

D. Additionally, the current Code section uses "he or she". To be inclusive, it is proposed to change the language to "them" or "they".

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 17-126 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-126. - Harassment.

(a) A person commits harassment if, with intent to harass, annoy or alarm another person, ~~he or she~~ **they**:

- (1) ~~Strikes, shoves, kicks or otherwise touches a person or subjects him or her~~ **them** to physical contact; or
- (2) In a public place ~~directs~~ obscene language or makes an obscene gesture to or at another person; or
- (3) Follows a person in or about a public place; or
- (4) ~~Initiates~~ communication with a person, anonymously or otherwise, by telephone, telephone network, data network, text message, instant message, computer, computer network or computer system in a manner intended to ~~harass~~ or threaten bodily injury or property damage, or makes any comment, request,

suggestion or proposal by telephone, computer, computer network or computer system which is obscene; or

(5) Makes a telephone call or causes a telephone to ring repeatedly, whether or not a conversation ensues, with no purpose of legitimate conversation; or

(6) Makes repeated communications at inconvenient hours that invade the privacy or another and interfere in the use and enjoyment of another's home or private residence or other private property; or

(7) Repeatedly insults, taunts or challenges another in a manner likely to provoke a violent or disorderly response.

...

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

Mayor

ATTEST:

City Clerk

Effective Date: December 27, 2024
Approving Attorney: Alyssa Bamonti

File Attachments for Item:

11. First Reading of Ordinance No. 183, 2024, Declaring a Portion of City-Owned Property at Schoolside Park as Public Right of Way.

The purpose of this item is to declare 0.141 acres (the “ROW Parcel”), more or less, being a portion of City property presently known as Schoolside Park as public right of way for South Timberline Road and related improvements, including public utilities, pedestrian, transit, and bicycle access and improvements, and landscaping.

The ROW Parcel was part of the Timberline Road Widening Project, which was completed earlier this year. It is now necessary to file formal documentation declaring the ROW Parcel as a public right of way because the approval of Schoolside Park, which is currently in the final phase of the Building Development Review process, requires that this right-of-way be declared.

December 3, 2024



AGENDA ITEM SUMMARY

City Council

STAFF

Jonathan Piefer, Senior Real Estate Specialist
 Jennifer Torrey, Park Planning and Development Lead Specialist
 Mark Laken, Civil Engineer II

SUBJECT

First Reading of Ordinance No. 183, 2024, Declaring a Portion of City-Owned Property at Schoolside Park as Public Right of Way.

EXECUTIVE SUMMARY

The purpose of this item is to declare 0.141 acres (the "ROW Parcel"), more or less, being a portion of City property presently known as Schoolside Park as public right of way for South Timberline Road and related improvements, including public utilities, pedestrian, transit, and bicycle access and improvements, and landscaping.

The ROW Parcel was part of the Timberline Road Widening Project, which was completed earlier this year. It is now necessary to file formal documentation declaring the ROW Parcel as a public right of way because the approval of Schoolside Park, which is currently in the final phase of the Building Development Review process, requires that this right-of-way be declared.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

Schoolside Park is comprised of 5.438 acres, more or less, being all of Lot 1 of the Lehman-Timberline Minor Land Division, as depicted in that certain Plat recorded June 19, 2013, at Reception No. 20130046276, Clerk and Recorder's Records, Larimer County, Colorado. The land was originally conveyed to the City by Lehman Farm, LLC, in that certain General Warranty Deed dated November 4, 2013, recorded at Reception No. 20130083813, Clerk and Recorder's Records, Larimer County, Colorado. The land is currently managed by the City's Parks Department.

The City plans to start construction for Schoolside Park in the Spring of 2025, and planned park features include seating, passive and active recreational spaces, walking paths, natural spaces, a playground, a basketball court, a rectangular field, picnic areas, and an outdoor event space.

During the Development Review process, it was discovered that the ROW Parcel was part of the Timberline Road Widening Project (the "Project") and should be declared as public right of way because construction of a sidewalk and related improvements on the ROW Parcel has already been completed by the City.

The project team worked closely with the Parks Department during the design and construction of the Project. Accordingly, no trees were impacted or replaced during the Project, and any damaged surface areas have been restored in accordance with City plans, specifications, and requirements.

City Staff intends to record the Ordinance associated with this agenda item pursuant to Section 23-111(a) of the City Code because converting a piece of property owned by the City in fee simple to right of way is tantamount to a conveyance of an interest in the property, which requires City Council action.

There was no compensation required from Parks for the Project because the Parks Department and/or the Engineering Department have covered the costs associated with improvements installed along Timberline Road. This funding supports enhancements to public access, landscaping, and overall usability, aligning with Parks' commitment to community-focused improvements and infrastructure development.

CITY FINANCIAL IMPACTS

There are no material financial impacts to the City.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

Approval or review by the Parks and Recreation Board is not required. Council adopted the 2021 Parks and Recreation Master Plan, which identifies the development of Schoolside Park.

PUBLIC OUTREACH

The 2021 Parks and Recreation Master Plan included numerous public meetings and significant outreach efforts.

ATTACHMENTS

1. Ordinance for Consideration
2. Exhibit A to Ordinance
3. Vicinity Map

ORDINANCE NO. 183, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
DECLARING A PORTION OF CITY-OWNED PROPERTY AT
SCHOOLSIDE PARK AS PUBLIC RIGHT-OF-WAY

A. The City owns a parcel of property near Bacon Elementary School known as Schoolside Park (the "Property"). The Property is approximately 5.438 acres in size.

B. The City plans to start construction of Schoolside Park in 2025.

C. During the Development Review process for Schoolside Park, the City discovered that a 0.141 acre portion of the Property (the "ROW Parcel") was part of the Timberline Road Widening Project and should be declared as public right-of-way because construction of a sidewalk and related improvements on the ROW Parcel have already been completed by the City. The ROW Parcel is more specifically described on Exhibit "A", which is attached hereto and incorporated herein by this reference.

D. In order to establish a public record that the ROW Parcel is intended for use by the City as right-of-way for a public roadway and related improvements, including public utilities, pedestrian, transit and bicycle access and improvements, landscaping, and such other related purposes as may now or in the future be determined appropriate, staff recommends that the City Council declare the ROW Parcel to be right-of-way.

E. Converting a piece of property owned by the City in fee simple to right-of-way constitutes a conveyance of an interest in the property, as doing so creates certain public rights in the property that would not otherwise exist on City-owned property.

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

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

Section 1. The City Council hereby declares that the real property described on Exhibit "A" shall constitute right-of-way for South Timberline Road and related improvements, including for public utilities, pedestrian, transit and bicycle access and improvements, landscaping, and such other related purposes as may now or in the future be determined appropriate, and hereby finds that such declaration is in the best interests of the City.

Section 2. The City Clerk shall cause this Ordinance to be recorded in the real property records of the Larimer County Clerk and Recorder's office once the Ordinance becomes effective.

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

Mayor

ATTEST:

City Clerk

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

Legal Description and Depiction
(Page 1 of 2)

**DESCRIPTION OF PROPERTY OWNED BY THE CITY OF FORT COLLINS
TO BE DECLARED AS RIGHT OF WAY**

A TRACT OF LAND TO BE DECLARED AS RIGHT OF WAY, LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE SIXTH P.M.; CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO; BEING A PORTION OF LOT 1, LEHMAN-TIMBERLINE MINOR LAND DIVISION AS SHOWN ON THE PLAT THEREOF, RECORDED JUNE 19, 2013 AT RECEPTION NO. 20130046276 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/16TH CORNER OF SECTIONS 7 AND 8, AND CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8 TO BEAR S0°00'47"E, SAID LINE BEING MONUMENTED ON BOTH ENDS BY A 3-1/4" ALUMINUM CAP STAMPED LS 34995, BASED UPON GPS OBSERVATIONS AND THE CITY OF FORT COLLINS COORDINATE SYSTEM, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 8, N89°38'45"E, A DISTANCE OF 49.91 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, ALSO BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTH LINE, N89°38'45"E, A DISTANCE OF 10.00 FEET;

THENCE S00°00'47"E, A DISTANCE OF 432.01 FEET;

THENCE S07°59'57"E, A DISTANCE OF 105.04 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID LOT 1;

THENCE ALONG SAID SOUTHERLY BOUNDARY, S89°43'35"W, A DISTANCE OF 24.59 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, N00°00'47"W, A DISTANCE OF 536.08 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 6,120 SQUARE FEET (0.141 ACRES), MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR THAT NOW EXIST ON THE GROUND.

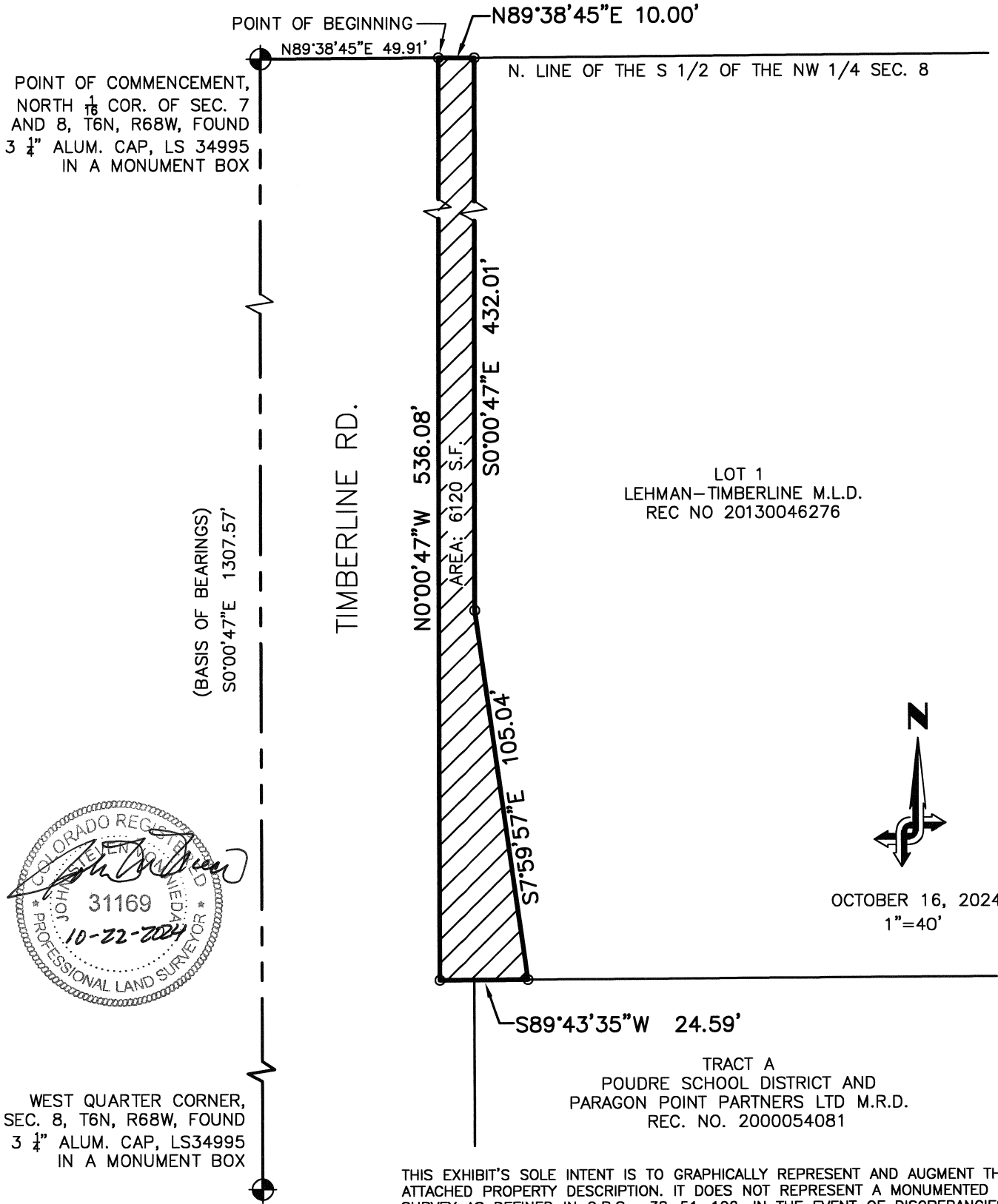
I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME AND IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

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



S:\Parks & Recreation\Bacon Park\Legals\Bacon Pk ROW.docx

EXHIBIT OF
PROPERTY OWNED BY THE CITY OF FORT COLLINS
TO BE DECLARED RIGHT OF WAY



POINT OF COMMENCEMENT,
NORTH $\frac{1}{16}$ COR. OF SEC. 7
AND 8, T6N, R68W, FOUND
3 $\frac{1}{4}$ " ALUM. CAP, LS 34995
IN A MONUMENT BOX

(BASIS OF BEARINGS)
S0°00'47"E 1307.57'

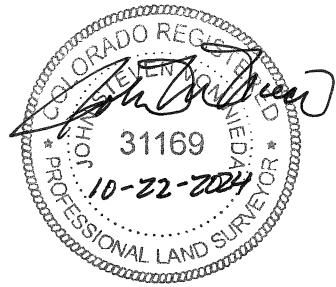
TIMBERLINE RD.

N0°00'47"W 536.08'

AREA: 6120 S.F.

S0°00'47"E 432.01'

LOT 1
LEHMAN-TIMBERLINE M.L.D.
REC NO 20130046276



WEST QUARTER CORNER,
SEC. 8, T6N, R68W, FOUND
3 $\frac{1}{4}$ " ALUM. CAP, LS34995
IN A MONUMENT BOX



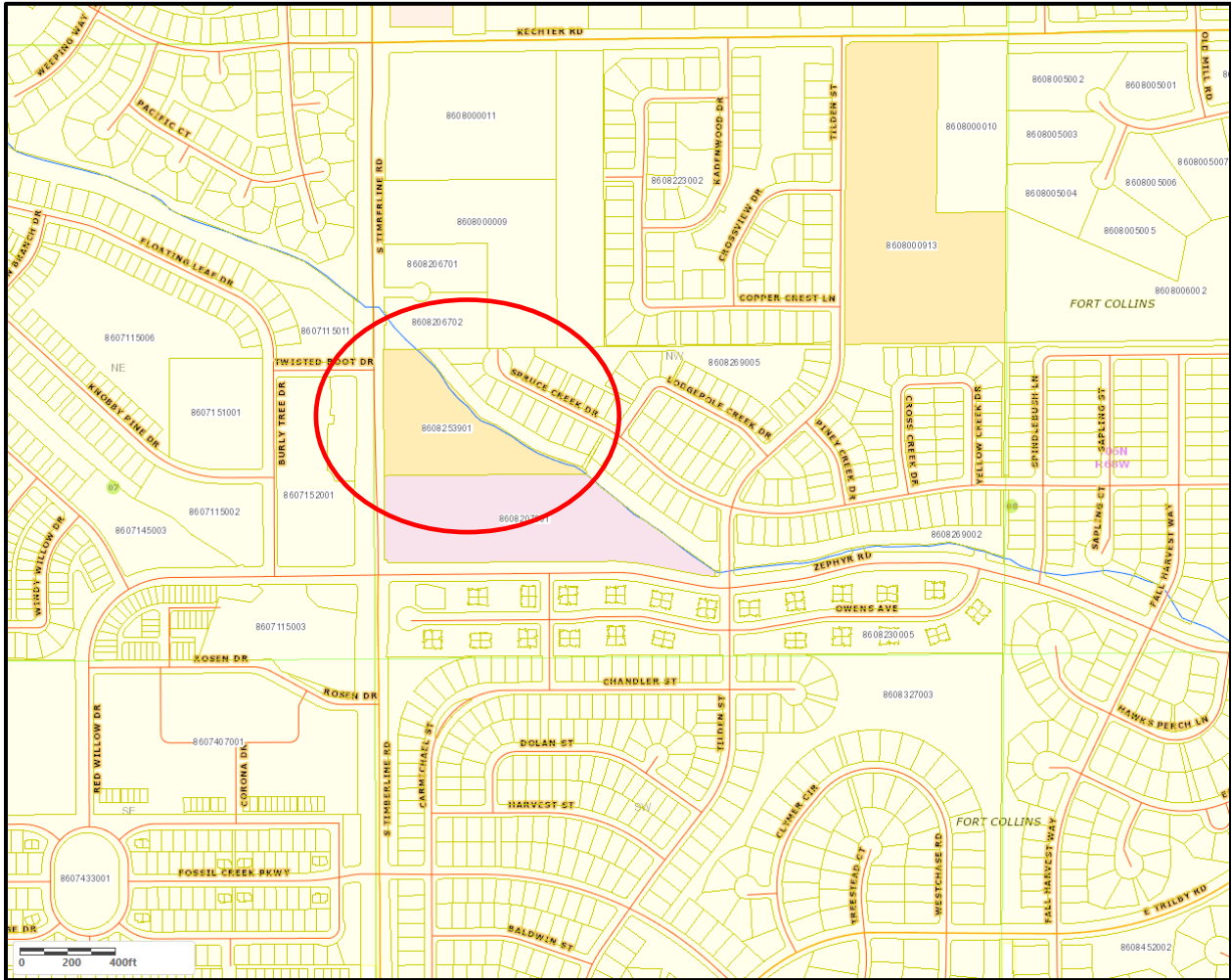
OCTOBER 16, 2024
1"=40'

S89°43'35"W 24.59'

TRACT A
POUDRE SCHOOL DISTRICT AND
PARAGON POINT PARTNERS LTD M.R.D.
REC. NO. 2000054081

THIS EXHIBIT'S SOLE INTENT IS TO GRAPHICALLY REPRESENT AND AUGMENT THE
ATTACHED PROPERTY DESCRIPTION. IT DOES NOT REPRESENT A MONUMENTED LAND
SURVEY AS DEFINED IN C.R.S. 38-51-102. IN THE EVENT OF DISCREPANCIES
BETWEEN THIS EXHIBIT AND THE ATTACHED PROPERTY DESCRIPTION, THE INFORMATION
CONTAINED WITHIN THE ATTACHED PROPERTY DESCRIPTION SHOULD BE RELIED UPON

Exhibit A
Vicinity Map
(Page 1 of 1)



File Attachments for Item:

12. First Reading of Ordinance No. 184, 2024, Authorizing the Conveyance of a Permanent Waterline Easement on Cathy Fromme Prairie Natural Area to the Fort Collins-Loveland Water District.

The purpose of this item is to seek authorization to approve the conveyance of a permanent waterline easement to Fort Collins-Loveland Water District (FCLWD) on 0.089 acres in the southwestern corner of Cathy Fromme Prairie Natural Area. FCLWD intends to construct a six million (6,000,000) gallon tank on Larimer County's landfill property and a 30" feeder waterline to increase reliability and resilience of FCLWD's existing facilities. The 30" waterline will run east from the new tank and connect in with an existing 36" waterline that runs north-south along Cathy Fromme's western boundary. The project has been processed through Fort Collins' 1041 permit procedures and was issued a Finding of No Significant Impact (FONSI).

December 3, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Katie Donahue, Natural Areas Director
 Julia Feder, Environmental Program Manager
 Tawnya Ernst, Land Conservation Lead Specialist
 Jonathan Piefer, Senior Real Estate Specialist

SUBJECT

First Reading of Ordinance No. 184, 2024, Authorizing the Conveyance of a Permanent Waterline Easement on Cathy Fromme Prairie Natural Area to the Fort Collins-Loveland Water District.

EXECUTIVE SUMMARY

The purpose of this item is to seek authorization to approve the conveyance of a permanent waterline easement to Fort Collins-Loveland Water District (FCLWD) on 0.089 acres in the southwestern corner of Cathy Fromme Prairie Natural Area. FCLWD intends to construct a six million (6,000,000) gallon tank on Larimer County's landfill property and a 30" feeder waterline to increase reliability and resilience of FCLWD's existing facilities. The 30" waterline will run east from the new tank and connect in with an existing 36" waterline that runs north-south along Cathy Fromme's western boundary. The project has been processed through Fort Collins' 1041 permit procedures and was issued a Finding of No Significant Impact (FONSI).

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The 1,154-acre Cathy Fromme Prairie Natural Area is located south of Harmony Road and spans from Shields Street on the east to a half mile west of Taft Hill Road. The grassland habitat at Cathy Fromme supports a variety of plants and animals including horned lizards, ground-nesting songbirds, butterflies, rabbits, coyotes and rattlesnakes. The natural area was acquired in 12 transactions between 1993 and 2019. The proposed easement would cross the southwest corner of Cathy Fromme Prairie at the juncture of Taft Hill and Trilby Roads.

FCLWD (formed in 1961) serves 60,000+ residents in parts of Fort Collins, Loveland, Timnath, Windsor and unincorporated Larimer County. FCLWD obtains its water from North Poudre Irrigation Company, the Colorado-Big Thompson (C-BT) project, Josh Ames, Divide Canal and Reservoir Company and Windsor Reservoir Company.

Natural Areas staff were contacted in late 2023 about the potential request for a waterline easement. FCLWD informed staff of their need to construct a new treated water storage tank, just north of the existing

FCLWD Trilby 4-million (4,000,000) gallon water tank and an associated waterline. The proposed new tank will be located on the County's landfill property, near the County's proposed Solid Waste Transfer Station, being approximately 0.9 miles northwest of the intersection of W Trilby Road and S Taft Hill Road. A 30" feeder waterline is proposed to be constructed from the new water tank and run south-eastward to connect with FCLWD's existing 36" waterline on Cathy Fromme Prairie (See Alternative B discussion below). The project will increase the reliability of FCLWD's existing facilities. Without this increased storage and waterline connectedness, FCLWD customers could experience reductions in their potable water reliability during unplanned events and emergencies.

FCLWD was issued a letter from Larimer County stating they were exempted from the County's 1041 process. However, since the project involves a significant extension of existing domestic water systems and impacts City-owned property, it triggered the City's new 1041 permit process. NAD staff reviewed documents submitted during the 1041 process and participated in an initial conversation with the applicant. In mid-September, the project was issued a FONSI.

FCLWD submitted the following alternative designs for consideration in both the Community Development and Neighborhood Services led 1041 process and the NAD easement application.

Alternative A

This alternative would occur within the road right-of-way. Due to the depth of the existing 36" waterline to which the proposed 30" waterline must connect, this excavation would likely exceed 15' in depth. In addition, groundwater is known to exist at this depth, further complicating the excavation and stabilization plans. This would result in a significant excavation footprint that would significantly impact the Trilby roadway, east of the Taft Hill intersection. This alternative also has significantly increased potential complications due to the congested nature of below-grade facilities (pipes, traffic signal communication and sensing loops, gas lines, fiber optic lines) at this intersection. Lastly, the complicated nature of this alternative would extend the construction window, and therefore extend and increase the risks and traffic control frustrations associated with the project. Deeper excavation and longer windows of construction in groundwater increase the risks associated with this alternative. This is compounded by any groundwater treatment that is required through CDPHE groundwater-dewatering and discharge permits if naturally occurring or landfill contaminants are encountered. Future repairs or replacement will replicate these impacts to residents and vehicular traffic. This will become increasingly important as area population grows, and roadway templates and traffic loads correspondingly increase.

Alternative B (Preferred)

Alternative B is preferred by City Staff and will be incorporated into the proposed Ordinance. This alternative would cross Cathy Fromme in the extreme southwest corner of the natural area at the Taft Hill and Trilby Road intersection. In this alternative, the new waterline would run east under Taft Hill Road, below a 60'-wide parcel owned by Larimer County and tie into the existing 30'-wide FCLWD waterline on Cathy Fromme. The existing waterline runs parallel to Taft Hill Road for approximately 2 miles. The proposed easement area would encompass 0.089 acres and would sandwich the existing FCLWD waterline with two nearly identical rectangle parcels (0.052 acres and 0.037 acres). Construction would be limited to connecting to the existing 36" waterline and digging a compact "trench box" for the drilling and boring equipment. The bore pit will be located entirely on County property and a trench (roughly 10' deep) will extend east to the existing waterline on Cathy Fromme.

Were other options analyzed/considered?

One alternative that was not submitted as a part of the final 1041 application would have crossed on the south side of Trilby Road impacting almost a half mile of Coyote Ridge Natural Area. This alternative was ruled out by FCLWD.

Environmental Impact

An ecological characteristics study was conducted (April-May 2024) within a 500’ buffer of the Trilby and Taft Hill intersection. No federally listed or state-listed threatened or endangered species or their habitat were observed. Vegetative species are typical of previously disturbed and overgrazed areas and include introduced and native grass and herbaceous species, such as common mullein, field bindweed, cheatgrass, musk thistle, Canada thistle, aster, prickly poppy and smooth brome. No trees exist in the study area.

Black-tailed prairie dogs were observed. Since the affected prairie dog colony is less than one acre, no City permit or Colorado Parks and Wildlife permit would be required for prairie dog removal. Given the small size of the impact area (0.28 acre (including a portion of County-owned property) with a portion of that unsuitable for prairie dogs), the method of prairie dog removal for this alternative is fumigation. Approximately 3 burrows would be impacted.

The Colorado State Historical Preservation Office was consulted, and no recorded cultural resource sites or areas were identified within 0.5-mile of the study area.

Considering the preferred alternative (Alternative B), the overall impact to Cathy Fromme would be relatively minimal. Construction is anticipated to last approximately 6 weeks and is anticipated to be completed before March 31 to avoid impacts to foraging migratory birds. Temporary impacts are anticipated to be minor and limited to construction and revegetation activities. These impacts include surface water runoff during precipitation events, potential groundwater discharge during construction, prairie dog and avian habitat disruption, and revegetation of the area to ensure restoration of Cathy Fromme to its preconstruction condition. Staff have worked closely with FCLWD to draft a restoration plan. Ongoing impacts other than infrequent maintenance are not anticipated.

CITY FINANCIAL IMPACTS

Application fee	\$5,000
Mitigation Fee- \$3,000/ac. @ 0.089 acres (\$3,000 min.)	\$3,000
Easement fee - \$89,734/ac. x 0.089/ac. @ 50% of fair market value	\$4,000 (rounded)

The application fee and mitigation fee will be paid to the Natural Areas Department to support administrative costs and land conservation efforts. The mitigation fee is set in the easement policy and provides a cost per acre for mitigation with a minimum of one acre. FCLWD submitted an offer letter based on comparable sales with a value of \$4,000 for the permanent easement. Real Estate Services staff also completed a Comparative Market Analysis that supports FCLWD’s offer and indicates that it is at the high end of the range.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

At its November 13, 2024 meeting, the Land Conservation and Stewardship Board voted (6-1) to recommend that City Council approve the granting of a permanent water line easement to Fort Collins-Loveland Water District on Cathy Fromme Prairie Natural Area.

PUBLIC OUTREACH

Public outreach occurred during the City’s 1041 process. As a part of this effort, Community Development and Neighborhood Services sent public notifications to 1,041 residents located within 1,000 feet of the disturbance area. Five public comments were received in response to the notifications. Additionally, the Planning Department posted a yellow sign in front of the development area to notify the general public.

ATTACHMENTS

1. Ordinance for Consideration
2. Exhibit A to Ordinance
3. Exhibit B to Ordinance
4. Vicinity Map
5. Land Conservation and Stewardship Board Minutes, November 13, 2024 (Excerpt)

ORDINANCE NO. 184, 2024
 OF THE COUNCIL OF THE CITY OF FORT COLLINS
 AUTHORIZING THE CONVEYANCE OF A PERMANENT
 WATERLINE EASEMENT ON CATHY FROMME PRAIRIE
 NATURAL AREA TO THE FORT COLLINS-LOVELAND WATER
 DISTRICT

A. The City owns Cathy Fromme Prairie Natural Area (“Cathy Fromme Prairie”), which is located south of Harmony Road and spans from Shields Street on the east to a half mile west of Taft Hill Road.

B. Fort Collins-Loveland Water District (“FCLWD”) provides water to more than 60,000 residents in parts of Fort Collins, Loveland, Timnath, Windsor and unincorporated Larimer County. FCLWD seeks to construct a new treated water storage tank (the “Tank”) south of Fort Collins to provide improved system reliability. To serve the Tank and connect it to an existing thirty-six inch waterline on Cathy Fromme Prairie, FCLWD proposes to construct a thirty-inch feeder waterline (the “Waterline”) on Cathy Fromme Prairie. This would require the City to grant FCLWD an easement (the “Easement”) over .089 acres of Cathy Fromme Prairie.

C. In accordance with the City’s Natural Areas Easement policy, the City will charge FCLWD an application fee of \$5,000 and a mitigation fee of \$3,000. Additionally, the City will charge FCLWD an easement fee representing the fair market value for the right to the Easement, which is approximately \$4,000. A legal description of the Easement is attached hereto as Exhibit “A” and incorporated herein by this reference. The Easement will include standard City terms and conditions for a waterline easement, including a requirement for FCLWD to minimize disturbance to the natural features of Cathy Fromme Prairie.

D. Because the Waterline involves a significant extension of existing domestic water systems and impacts City-owned property, it triggered the City’s 1041 permit process. After review of FCLWD’s 1041 application, the City issued the Waterline project a Finding of No Significant Impact (“FONSI”), which is attached hereto as Exhibit “B” and incorporated herein by this refernece. The FONSI contains several planning and financial-security conditions for FCLWD to meet prior to beginning construction of the Waterline.

E. Section 23-111(a) of the City Code authorizes the City Council to dispose of interests in real property owned in the name of the City provided that the City Council first finds, by ordinance, that such disposition is in the best interests of the City. Per Section 23-114 of the City Code, any such disposition must be for an amount equal to or greater than the fair market value, subject to a certain exception.

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

Section 1. The City Council hereby finds that the conveyance of the Easement is in the best interests of the City.

Section 2. The conveyance of the Easement is contingent upon FCLWD meeting the pre-construction conditions contained in the FONSI.

Section 3. The City Council hereby authorizes the Mayor to execute such documents as are necessary to convey the Easement on terms and conditions consistent with this Ordinance, together with such terms and conditions as the City Manager, in consultation with the City Attorney, determines are necessary or appropriate to protect the interests of the City, including any necessary changes to the legal description of the Easement that do not materially increase the size or impacts of the Easement.

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

Mayor

ATTEST:

City Clerk

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

PERMANENT EASEMENT DESCRIPTION

Exhibit-A
(1 of 3)

A portion of City of Fort Collins Property, recorded December 11, 2001 under Reception No. 2001112633 of the Records of Larimer County, situate in the Southwest Quarter (SW1/4) of Section Ten (10), Township Six North (T.6N), Range Sixty-nine West (R.69W.) of the Sixth Principal Meridian (6th P.M.), Larimer County, State of Colorado and being more particularly described as follows:

Permanent Easement Parcel 1:

COMMENCING at the Southwest corner of said Section 10 and assuming the West line of the (SW1/4), as bearing North 02°02'30" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2672.88 feet with all other bearings contained herein relative thereto;

THENCE North 71°33'55" East a distance of 96.07 feet to the intersection of the Northerly Right of Way of West Trilby Road and the East line of Larimer County Property as deed October 27, 1980 under Reception No 385173 of the Records of Larimer County, and to the **Parcel 1 POINT OF BEGINNING**;

THENCE North 02°02'30" East along the East line of said Larimer County Property, a distance of 92.03 feet;

THENCE North 90°00'00" East a distance of 24.59 feet to a Point of Curvature (PC) along the Westerly edge of an existing 30.00-foot waterline easement recorded at Reception No. 2001120740 of the Records of Larimer County Clerk and Recorder;

The following Two courses and distances are along said Westerly edge of waterline easement.

THENCE along a non-tangent curve concave to the West a distance of 24.79 feet, said curve has a radius of 2485.00 feet, a Delta of 00°34'18", and is subtended by a Chord bearing of South 01°45'21" West a distance of 24.79 feet to a Point of Tangency (PT);

THENCE South 02°02'30" West a distance of 67.13 feet to the Northerly Right of Way of West Trilby Road and to a point hereinafter referred to as **POINT "A"**;

THENCE South 89°45'42" West along said Northerly Right of Way a distance of 24.72 feet to the **Parcel 1 POINT OF BEGINNING**;

Said easement contains 2,271 sq. ft. / 0.052 acres more or less (+/-), and is subject to any rights-of-way or other easements of record as now existing on said described parcel of land.

Together With Permanent Easement Parcel 2:

COMMENCING at the aforesaid **POINT "A"**;

THENCE North 89°45'42" East along the Northerly Right of Way of West Trilby Road a distance of 30.02 feet to the Easterly edge of an existing 30.00-foot waterline easement recorded at Reception No. 2001120740 of the Records of Larimer County Clerk and Recorder, and to the **Parcel 2 POINT OF BEGINNING**;

The following Two courses and distances are along said Easterly edge of waterline easement.

THENCE North 02°02'30" East a distance of 65.93 feet to a PC;

THENCE along the arc of a curve concave to the West a distance of 25.86 feet, said curve has a Radius of 2515.00 feet, a Delta of 00°35'21" and is subtended by a Chord bearing North 01°44'49" East a distance of 25.86 feet to a PT;

THENCE North 90°00'00" East a distance of 16.80 feet;



(2 of 3)

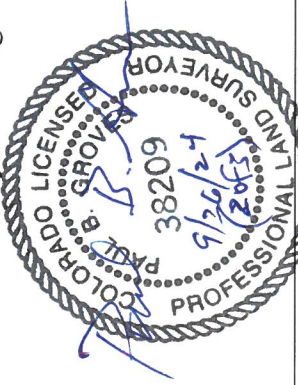
THENCE South 01°01'03" West a distance of 91.68 feet to the Northerly Right of Way of West Tribby Road;

THENCE South 89°45'42" West along said Northerly Right of Way a distance of 18.31 feet to the **Parcel 2 POINT OF BEGINNING.**

Said easement contains 1,605 sq. ft. / 0.037 acres more or less (+/-), and is subject to any rights-of-way or other easements of record as now existing on said described parcel of land.

SURVEYORS CERTIFICATE

I, Paul B. Groves, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.

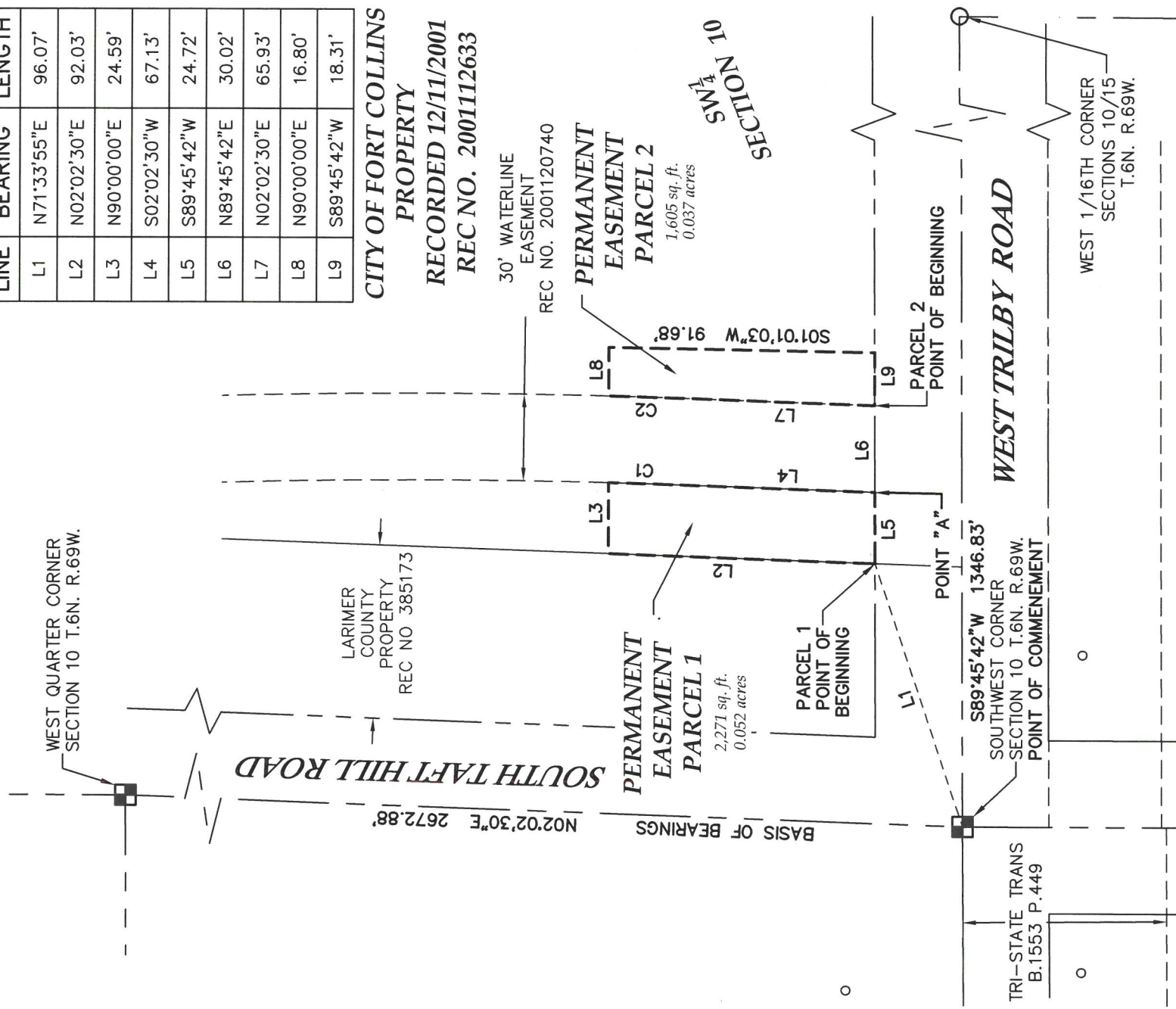


Paul B. Groves - on behalf of King Surveyors, Inc.
Colorado Registered Professional
Land Surveyor #38209

KING SURVEYORS, INC.
650 Garden Drive
Windsor, Colorado 80550
(970) 686-5011

LINE TABLE		
LINE	BEARING	LENGTH
L1	N71°33'55"E	96.07'
L2	N02°02'30"E	92.03'
L3	N90°00'00"E	24.59'
L4	S02°02'30"W	67.13'
L5	S89°45'42"W	24.72'
L6	N89°45'42"E	30.02'
L7	N02°02'30"E	65.93'
L8	N90°00'00"E	16.80'
L9	S89°45'42"W	18.31'

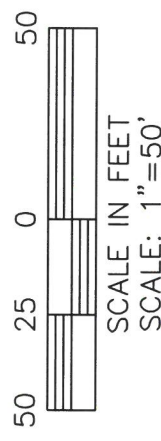
**CITY OF FORT COLLINS
PROPERTY
RECORDED 12/11/2001
REC NO. 2001112633**



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD CH BEARING
C1	24.79'	2485.00'	0°34'18"	S01°45'21"W
C2	25.86'	2515.00'	0°35'21"	N01°44'49"E



Paul B. Groves – On Behalf of King Surveyors
Colorado Licensed Professional
Land Surveyor #38209



KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

PROJECT NO: 20230117
DATE: 09/26/24
CLIENT: RESPEC
DWG: 20230117EX_07
DRAWN: PG CHECKED:

Item 12.



Development Review Center
281 North College Avenue
PO Box 580
Fort Collins, CO 80522-0580
970-221-6689
fcgov.com/DevelopmentReview

September 19, 2024

Carlos Medina
Fort Collins Loveland Water District
5150 Snead Dr, Fort Collins, CO 80525

RE: DETERMINATION OF APPLICABILITY OF 1041 REGULATIONS - FONSI

Dear Applicant:

On August 12, 2024, the City of Fort Collins Development Review Division received a complete submittal and processed a pre-application to determine if a 1041 permit is required for the proposed development plan. Fort Collins Loveland Water District (FCLWD) is proposing to install a new 30-inch water line that connects to their existing 36-inch water line at the corner of S. Taft Hill Road and Trilby Road in Fort Collins. Approximately 100-feet of new 30-inch water main will be installed within City limits and the Cathy Fromme Natural Area. This new water line and permanent easement meets the threshold criteria established by the City for 1041 review for projects of statewide significance. This request has been reviewed in accordance with 6.27.6.3 –Pre-Application Area or Activity Review, of the City of Fort Collins Land Use Code and pursuant to the review criteria within Section 6.27.6.5 - Determination of Applicability of Regulations– FONSI.

The Director hereby makes the following findings of fact:

1. **The Trilby Water Tank Feeder Line, SPA240001, meets the following criteria of Section 6.27.6.5(A)(1-8) for review.**
 - a. Is located wholly or partly on, under, over or within an existing or planned future City natural area or park, whether developed or undeveloped;
 - b. Has potential to significantly impact a natural feature as defined by the Land Use Code.
2. **The Trilby Water Tank Feeder Line, SPA240001, has provided mitigation including a prairie dog management plan, and revegetation plan for the areas of disturbance within the City-owned Natural Areas.**
3. **Pursuant to Section 6.27.6.4, a public notice was mailed to the property owners and occupants within one thousand feet (1,000) in all directions of the location of the proposed development plan. Five public comments were received and provided to the Director to make a final decision.**

Based on these findings of fact, the Director makes the following decision:

The Trilby Water Tank Feeder Line, SPA240001, has been issued a Finding of No Significant Impact (FONSI). The Director's decision includes consideration of proposed mitigation, and so the applicant must provide the City with a guarantee to ensure the completion of all mitigation to be constructed as shown on the approved 1041 Development Plan (herein known as the Plan). Fort Collins Loveland Water District (herein known as the Applicant) must provide a City-approved means to guarantee the completion of all mitigation prior to receiving final approval of a Natural Areas Easement. If the Applicant subsequently makes material changes to the Development Plan, the Applicant is required to schedule another pre-application area or activity review pursuant to Section 6.27.6.3 to discuss the changes. Based on the new information and whether the revised development could result in significant impacts, the Director may rescind the FONSI by issuing a written determination.

The Final 1041 Development Plan

Upon issuance of the FONSI, the applicant must contact the Natural Areas Department to begin the easement approval process which requires staff and Land Conservation Stewardship Board review and Council approval as well as the additional costs outlined in the Natural Areas' Easement Policy and Easement Application Packet.

The Applicant must submit a City-approved Plan prior to receiving final approval of a Natural Areas Easement. This Plan must consist, at minimum, of the following sections and specifications to ensure the successful revegetation and management of the project site after construction and until final closeout based on the success criteria established by the common review standards for all 1041 applicants.

- A. The Applicant shall provide a Revegetation and Weed Management Plan that encompasses revegetation techniques, monitoring methodology and timeline, and weed management before, during, and after construction. It should also include a discussion of how adaptive management techniques will be utilized as the site progresses over time. This document shall be prepared by a qualified natural resource professional and reviewed and approved by the City of Fort Collins.
- B. The Applicant shall ensure that all revegetation activities within the Limits of Disturbance (LOD) in City limits are properly maintained for a three (3) year-minimum period following construction thereof to ensure that the vegetation is fully established and maintained in accordance with the Plan. The restoration efforts will ensure that the goals and requirements of the Plan are accomplished. Total vegetative ground cover will be determined using a reference area approach, where the reference area is representative of the target vegetative community(ies) found within the Cathy Frome Prairie Natural Area.

The success criteria prior to release of the city-guarantee includes the following:

The total vegetative ground cover shall be analogous to the adjacent Cathy Frome Prairie Natural Area and will be measured annually at the end of the growing season (late summer to early fall) to the point of demonstrating sample adequacy using a line-point intercept methodology. The survival rate of any planted shrubs and trees must be equal to or greater than eighty percent (80%). No more than five percent (5%) of the species noted on the site may be weedy or noxious species as defined by City Code Section §20-41.

- C. The submitted Prairie Dog Mitigation Plan must be updated to include the completion of a Burrowing Owl Survey, performed by a qualified wildlife biologist, immediately prior to prairie dog fumigation at the site. The qualified professional must submit a report to the City stating the that no threatened or endangered species were harmed by prairie dog removal activities.
- D. Temporary Limits of Disturbance: Construction activities within the limits of disturbance may only take place between September 1 and March 31 to avoid impacts to foraging migratory birds within the adjacent natural areas.
- E. The City shall periodically inspect the limits of disturbance to ensure compliance with the requirements established in the Plan.



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A City-Approved Security or Guarantee

Prior to the issuance of a Natural Areas Easement, the Applicant must provide the City an acceptable form of security (escrow, bond, or letter of credit) or guarantee to ensure completion of the revegetation improvements and prairie dog mitigation that meet City standards for acceptability. The Applicant may select one option from the accepted forms of security listed herein:

Option 1: The Applicant may select their own contractor to complete and implement the Plan

The Applicant shall provide the City an acceptable form of security (escrow, bond, or letter of credit) to guarantee completion of the Plan improvements that meets City standards for acceptability. The security must match the cost of mitigation, restoration, and landscape improvement efforts, which shall include plant material and irrigation system improvements, weed management, and a minimum of three years of monitoring and annual reporting equal to 125% of the cost to be held until said improvements are constructed and accepted by the City. The City shall return the security to the Applicant upon the Applicant’s installations of the landscape improvements and the City’s Environmental Planner acceptance thereof. If the seeded areas have not been established in accordance with the Plan Documents, then the Applicant shall promptly provide the City’s Environmental Planner with a written proposal of steps and timing to bring the areas into conformance with such Documents for the City’s approval and, after receipt of approval shall promptly take such steps as are necessary to implement the approved plan and bring the areas into conformance. If the Applicant does not take action to bring any and all areas and plantings into conformance with the approved Plan documents, the City shall use the security provided by the Applicant to install said LOD landscape improvements and the Applicant forfeits any right to the security.

Option 2: Hire a Natural Areas Department-approved Contractor to complete and implement the Plan

The Applicant may choose to subcontract with a contractor who is already pre-approved with the Natural Areas Department, and who has proven experience drafting and implementing 1041 Development Plans. If this option is selected, the City will work directly with the approved contractor to ensure the Plan is designed and implemented appropriately. The act of securing the approved contractor is the guarantee and the City will not require any additional security for the project. The City will work with the approved Contractor to ensure that the Plan and its implementation are in conformance.

No Permit is Required - FONSI 9/18/2024
Decision Date

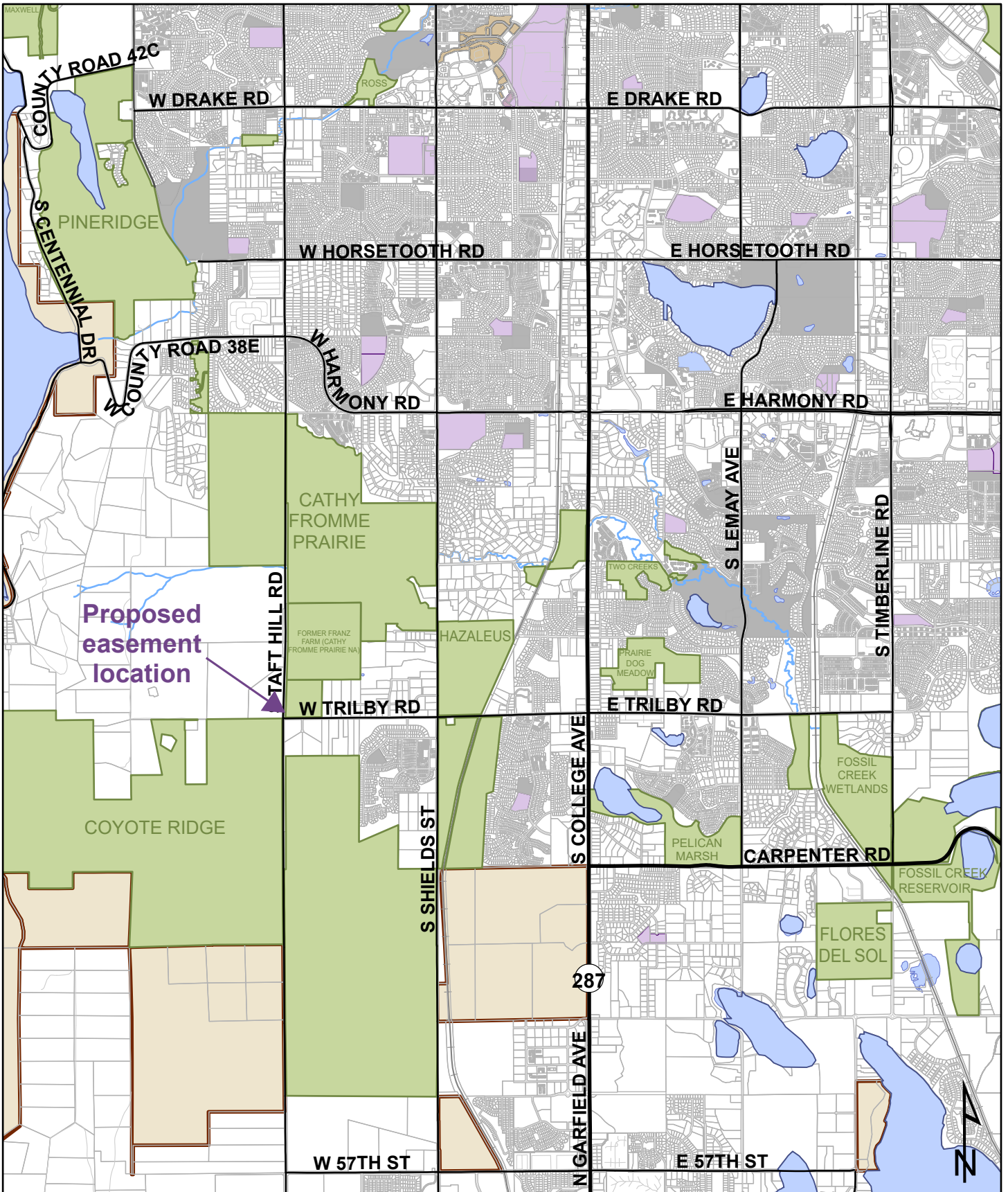
Signed by:

3A1130E4D0E9483

Kim Meyer, City of Fort Collins, Interim Community Development and Neighborhood Services Director

The Director’s determination whether to issue or not issue a FONSI is subject to appeal to the Planning and Zoning Commission pursuant to Land Use Code Section 6.3.12(D). The Planning and Zoning Commission decision on the appeal is further subject to appeal to City Council pursuant to the Code of the City of Fort Collins Ch. 2, Art. 2, Div. 3. The filing of a timely notice of appeal shall reset any time period set forth in 6.27.6.8 and 6.27.6.12 and such time period shall begin from the date the appeal is decided as previously described.

Cathy Fromme Prairie Vicinity Map



MINUTES

CITY OF FORT COLLINS • BOARDS AND COMMISSIONS



Land Conservation & Stewardship Board November 13, 2024 Regular Meeting – Excerpt

Members:

Ross Cunniff, Chair	Holger Kley, Member
Scott Mason, Vice Chair	Elena Lopez, Member
Denise Culver, Member	River Mizell, Member
Andrea Elson, Member	Mark Sears, Member
Jennifer Gooden, Member	

1. CALL TO ORDER: Meeting was called to order at 5:30 pm.

2. ROLL CALL:

LCSB: Scott Mason, Jennifer Gooden, Andrea Elson, Elena Lopez, Ross Cunniff, River Mizell, Holger Kley

Excused: Mark Sears, Denise Culver

NAD Staff: Katie Donahue, Julia Feder, Emily Shingler, Matt Parker, Tawnya Ernst, Rachael Russell, Mary Boyts

City Staff: Kirk Longstein, Sr. Environmental Planner; Sharon Appell, Technical Project Manager

Guests: Carlos Medina and Linsey Chalfant, Fort Collins-Loveland Water District; Chris Matkins, Ally Utility Consulting

Excerpt related to this Council Meeting Agenda Item: Fort Collins-Loveland Water District Waterline Easement Application for Cathy Fromme Prairie Natural Area

6. ACTION ITEMS

Fort Collins-Loveland Water District Waterline Easement Application

Tawnya Ernst, Land Conservation Lead Specialist stated she was seeking a recommendation from the LCSB to approve the granting of a permanent waterline easement to Fort Collins-Loveland Water District (FCLWD) across Cathy Fromme Prairie Natural Area (Cathy Fromme). Tawnya noted that the project was processed through the City's 1041 permit procedures and was issued a Finding of No Significant Impact (FONSI). She shared that NAD and City staff worked closely with FCLWD staff throughout the process.

Tawnya stated that the easement would include the conveyance of a new waterline, connecting to an existing waterline on the western boundary of Cathy Fromme and to a new water tank, to be built on Larimer County's landfill property. If the easement is approved, staff will collaborate with FCLWD to ensure restoration of Cathy Fromme to its preconstruction condition.

Discussion

Board Members expressed appreciation for the 1041 permit process and were supportive of the easement's conditions, including for restoration following construction. In response to questions about prairie dog management, Tawnya stated that NAD staff have worked closely with FCLWD on mitigation plans for this project and will continue to do so for future maintenance needs.

MINUTES

CITY OF FORT COLLINS • BOARDS AND COMMISSIONS



Land Conservation & Stewardship Board

Regular Meeting

Vice Chair Mason made a motion that the Land Conservation and Stewardship Board recommends that City Council approve the granting of a permanent waterline easement to FCLWD across Cathy Fromme Natural Area. Member Elson seconded the motion. The motion was approved 6-1, with Member Lopez voting nay.

File Attachments for Item:

13. First Reading of Ordinance No. 185, 2024, Adopting the 2025 Larimer County Regional Transportation Capital Expansion Fee Schedule.

The purpose of this item is to adopt the 2025 Larimer County Regional Transportation Capital Expansion Fee Schedule.

December 3, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Marc Virata, Civil Engineer
Dana Hornkohl, Capital Projects Manager

SUBJECT

First Reading of Ordinance No. 185, 2024, Adopting the 2025 Larimer County Regional Transportation Capital Expansion Fee Schedule.

EXECUTIVE SUMMARY

The purpose of this item is to adopt the 2025 Larimer County Regional Transportation Capital Expansion Fee Schedule.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

In 2000, the City and Larimer County (the “County”) entered into an intergovernmental agreement (the “IGA”) authorizing the City to collect Larimer County Regional Transportation Capital Expansion Fees (“Regional TCEFs”) on behalf of the County. The Regional TCEFs generate revenue for capacity-related improvements to regionally significant roadways that are necessitated by new development. The regional TCEFs are used only for improvements that mutually benefit both the City and the County. Regional TCEFs are collected at the time of issuance of a building permit.

Per the IGA, the County serves as the Regional TCEF administrator and is responsible to develop project recommendations for fee utilization. The County’s recommendations typically are based on the County’s Transportation Master Plan, a document that identifies regionally significant roadways. Once a project has been identified, City and County staff work together to determine Regional TCEF funding allocations. Regional TCEFs frequently are leveraged with other funds to support larger scale capital projects and can fully support small scale capacity-related improvements.

The City and County have previously partnered to design and construct several projects along regionally significant roadways using Regional TCEFs, including improvements to Taft Hill Road, Shields Street, and the Shields Street/Vine Drive intersection. City and County staff continue to collaborate on efficient and effective uses for the Regional TCEF funds; most recently agreeing to use these funds to improve a section of Taft Hill Road between Horsetooth Road and Harmony Road.

The calculated increase to the 2025 Regional TCEF, considered by the Larimer County Board of County Commissioners (the “BCC”), was 17.2%. This increase was calculated based on the Colorado Construction

Cost Index reported by the Colorado Department of Transportation (eight-quarter moving average). A copy of the May 20, 2024, “Transportation Capital Expansion Fee Adjustments for 2024” memorandum to the BCC and the final BCC approval memo for administrative matters from their May 20, 2024, work session is attached as Exhibit A to the Ordinance.

The Larimer County Land Use Code directs that the Regional TCEF must be updated annually to reflect changes in road construction costs during the previous year. However, the County’s Land Use Code further directs that an annual change in the Regional TCEF of less than 5% shall become effective without further action by the BCC, while an annual change more than 5% shall be determined by the BCC. Based on the Commissioner’s input at the BCC May 20, 2024, work session, a 10% increase to the 2025 Regional TCEF was proposed. On June 4, 2024, the BCC adopted a 10% increase on consent.

The revised (2025) Regional TCEFs, along with a comparison to the 2024 Regional TCEFs, are as follows:

Development Type	2024 Regional Road TCEF	2025 Regional Road TCEF	Increase or Decrease
Residential (per Dwelling) by Square Feet of Finished Living Space			
900 or less	\$233	\$256	\$23
901 to 1300	\$327	\$360	\$33
1301 to 1800	\$396	\$437	\$41
1801 to 2400	\$464	\$511	\$47
2401 to 3000	\$520	\$572	\$52
3001 to 3600	\$564	\$621	\$57
3601 or more	\$605	\$666	\$61
Nonresidential (per 1,000 Square Feet of Floor Area)			
Commercial	\$610	\$672	\$62
Office & Other Services	\$360	\$396	\$36
Industrial	\$144	\$158	\$14

The 2025 Regional Road TCEF fee increase became effective within the County on July 1, 2024. Under the IGA, revisions to the Regional TCEFs do not take effect in the City until Council approves a new fee schedule.

CITY FINANCIAL IMPACTS

The fees are collected on behalf of Larimer County and the Regional TCEF program. Revenues from the fees will pass through City accounts and will not affect City revenue limits under Article X, Section 20 of the Constitution of the State of Colorado. The City retains a 2% administrative fee. Adoption of the Regional TCEF Schedule will result in an increase to development fee payers.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

City staff did not present this item to any Boards and Commissions as the fees are being adjusted based on inflation.

PUBLIC OUTREACH

As these fees are managed and administered by Larimer County, City staff did not participate in scheduled public outreach.

ATTACHMENTS

1. Ordinance for Consideration
2. Exhibit A to Ordinance

ORDINANCE NO. 185, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
ADOPTING THE 2025 LARIMER COUNTY REGIONAL
TRANSPORTATION CAPITAL EXPANSION FEE SCHEDULE

A. The City and Larimer County (the “County”) previously entered into an intergovernmental agreement (the “IGA”), as amended from time to time, whereby the City collects a Regional Transportation Capital Expansion Fee (also known as a “regional road impact” fee) on behalf of Larimer County at the time of issuance of building permits, which fee raises revenue for road improvements on regionally significant roadways that are necessitated by new development.

B. The City and the County have established a procedure pursuant to City Code Section 7.5-82 for the City Council to consider and approve any County-proposed changes to the Regional Transportation Capital Expansion Fee schedule (the “Regional TCEF Schedule”) to reflect changes in construction costs, or other relevant factors.

C. The last changes to the Regional TCEF Schedule were accomplished by City Council’s adoption of Ordinance No. 025, 2024.

D. On June 4, 2024, after reviewing calculations and data analyzing increases in road construction costs based on an eight-quarter moving average calculated from the Colorado Construction Cost Index data compiled by the Colorado Department of Transportation, the County approved a 10% increase to the 2025 Regional Transportation Capital Expansion Fee.

E. Under the terms of the IGA, revisions to the Regional TCEF Schedule do not take effect in the City until the City Council approves the new fee schedule.

F. The City Council has determined that it is in the best interests of the City that the County’s proposed changes to the Regional TCEF Schedule be adopted to further the public interest of adequately funding road improvements that are necessitated by new developments along regionally significant roadways that impact 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 that the 2025 Larimer County Regional Transportation Capital Expansion Fee Schedule attached hereto as Exhibit “A” and incorporated herein by reference is hereby adopted and approved and shall go into effect in Fort Collins upon the effective date of this Ordinance.

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

Mayor

ATTEST:

City Clerk

Effective Date: December 27, 2024
Approving Attorney: Diane Criswell

LARIMER COUNTY DOCUMENT REVIEW

SUBMISSION DEADLINE: 12:00 noon on the Thursday preceding the requested meeting date

Document(s) for signature REQUIRE the following:

- Required # of copies needed for your records
- Complete signature block with title only – see example at larimer.org/bboard/bcc
- Flag ALL pages to be initialed and/or signed
- County Attorney’s review and approval stamp on the signature page(s), [per Policy 100.2N](#),
~ OR ~
- Standard Service Agreement, no changes to template
- Previously approved by County Attorney, no changes to template
- Amendments to existing expenditure/revenue commitments which modify only the term (i.e., duration), scope of work, and/or adjustments to the contract price not exceeding 15% of the original contract price

Please Mark One

Will approval of this document lead to additional, increased, or new commitments/programs/FTE’s for the County?	Yes	X	No	N/A
Is the document of a sufficiently technical or otherwise complex nature that a briefing for the Commissioners is recommended? If yes, schedule Work session or Discussion item instead.	Yes	X	No	N/A

PLEASE FILL IN ALL FIELDS COMPLETELY - replace <Enter Text Here> with your text and delete brackets < >. If not applicable, enter N/A

Document Type: Miscellaneous

DOCUMENT TITLE: 2024 Transportation Capital Expansion Fees Increase

Submitted By: Traci Shambo, Engineering Department

DESCRIPTION: The Engineering Department presented the annual reporting on Construction Costs affecting the Transportation Capital Expansion Fees at a regularly scheduled work session on May 20, 2024, to the Board of County Commissioners.

Based on the Commissioner’s input at the work session, Engineering staff is now seeking approval for a 10% fee increase to be effective on July 1, 2024, for all Transportation Capital Expansion Fees. The resultant TCEF Schedule based on a 10% increase is attached.

REQUESTED DATE OF MEETING: June 4, 2024

SPECIAL INSTRUCTIONS FOR BCC STAFF: <Enter Text Here (will not be published)>



LARIMER COUNTY | ENGINEERING DEPARTMENT

P.O. Box 1190, Fort Collins, Colorado 80522-1190, 970.498.5700, Larimer.org

Transportation Capital Expansion Fee Schedule

Effective July 1st, 2024

Land Use Type	County Road TCEF	Regional Road TCEF	Total Per Unit
Residential (per Dwelling) by Square Feet of Finished Living Space			
900 or less (Square Feet)	\$3,094	\$256	\$3,350
901-1300 (Square Feet)	\$4,340	\$360	\$4,700
1301-1800 (Square Feet)	\$5,225	\$437	\$5,662
1801-2400 (Square Feet)	\$6,117	\$511	\$6,628
2401-3000 (Square Feet)	\$6,864	\$572	\$7,436
3001-3600 (Square Feet)	\$7,473	\$621	\$8,094
3601 or more (square Feet)	\$7,987	\$666	\$8,653
Nonresidential (per 1,000 Square Feet of Floor Area)			
Industrial	\$1,901	\$158	\$2,059
Commercial	\$8,011	\$672	\$8,683
Office and other Services	\$4,714	\$396	\$5,110

- The fee is based on the current Larimer County Transportation Capital Expansion Fee (TCEF) Study. The TCEF Study and TCEF Sections of the Larimer County Land Use Code are at www.larimer.org/engineering/development-review.
- The “Residential” tiered fee schedule based on square footage applies to building permits for new residential structures with an application date after June 30, 2018. For new residences constructed after this date, the TCEF will be applied to any new or additional finished living space square footage, including permits for additions, basement finishes & detached buildings. In such cases, the total fee due is based on the incremental difference between the existing & proposed finished living square footage. Finished living square footage excludes unfinished basements, attics, and garage floor area. The “Residential” tiered fee structure will not be applied to additions or finishes of existing living space **IF** the original residential building permit was initiated before July 1, 2018.
- The “Nonresidential” fee schedule is based on building use and total square feet. The TCEF applies to new square footage and to changes of use of existing square footage of three general nonresidential categories that are further defined below:
 - “**Industrial**” includes the processing or production of goods, along warehousing, transportation, communications, and utilities.
 - “**Commercial**” includes retail development and eating/drinking places, along with entertainment uses often located in a shopping center (e.g. movie theater).
 - “**Office & Other Services**” includes offices, health care and personal services, business services (e.g. banks) and lodging. Public and quasi-public buildings that provide educational, social assistance, or religious services are also included in this category.



LARIMER COUNTY | ENGINEERING DEPARTMENT

P.O. Box 1190, Fort Collins, Colorado 80522-1190, 970.498.5700, Larimer.org

MEMORANDUM

TO: Board of County Commissioners**FROM:** Mark Peterson, County Engineer**DATE:** May 20, 2024**RE:** Transportation Capital Expansion Fee Adjustments for 2024

Since 1998, under the terms of the Land Use Code, Larimer County has been collecting Transportation Capital Expansion Fees (TCEF) from new traffic generating development. The TCEF can only be used for capacity related improvements to Larimer County's roadway system. Fees are based on maintaining an adequate Level of Service (LOS) on the mainline County Road system.

TCEF's were last studied in 2018 and annual adjustments based on construction cost inflation factors have been applied since that time. Specifically, the Land Use Code stipulates that "*The fees in the road fee schedule shall be updated annually by the Fee Administrator to reflect changes in road construction costs during the previous year.*" The fee update methodology used to calculate the annual TCEF adjustment is specified in the Land Use Code and is intended to reflect changes in road construction costs. The current method uses is an 8-quarter moving average of the quarterly Construction Cost Index (CCI) data compiled and reported by the Colorado Department of Transportation (CDOT).

Engineering Staff reviews the TCEF schedule annually and notifies the Board of County Commissioners (BCC) of the results. For 2024, the TCEF change was calculated as an **increase of 17.2%** from the 2023 values. As an example of what a 17.2% increase would mean, the TCEF on a new single-family home (between 1,801 SF – 2,400 sf) would increase by \$1,036, from \$6,026 to \$7,062.

The procedure spelled out in the Land Use Code states that, "*if the change in fees is less than or equal to 5%, the new fees become effective without further action by the BCC. If the change in fees is greater than 5%, the BCC shall determine the percentage to be used to update the fees.*" Since the calculated percentage change of 17.2% is greater than 5%, we are seeking input from the BCC on the percentage to be used for the TCEF schedule for the upcoming year. We have provided fee adjustment options for the BCC to consider below.

Additional factors influencing our recommendation for the magnitude of a fee adjustment for 2024 are:

- Last year's CCI adjustment was 22.4%.





- The TCEF fee structure is being re-analyzed using updated traffic predictions and cost data as part of the Larimer County Transportation Master Plan update. Staff will bring the updated Transportation Master Plan and TCEF Fee Study to the BCC for consideration in 2025.

Fee Adjustment Options for consideration:

OPTION 1: (17.2%)

Option 1 is to set the 2024 TCEF Scheduled based on the calculated percentage change (17.2%). Table 1 (Attached) provides the existing 2023 Fee Schedule, the 2024 Schedule that would be effective based on a 17.2% increase, and the net change in Fee amounts between the 2023 and 2024 Schedules.

OPTION 2: (5.0%)

Option 2 is to adjust the 2024 Fee Schedule based on the maximum adjustment amount allowed without BCC approval (5.0%). This fee adjustment recognizes that some level of fee increase is warranted, however it defers further action until the updated TCEF study results become available. Table 2 (Attached) below provides the existing 2023 Fee Schedule, the 2024 Schedule that would be effective based on a 5.0% increase, and the net change in Fee amounts between the 2023 and 2024 Schedules.

OPTION 3: (TBD)

Option 3 is to adjust the 2024 Fee Schedule based on another amount recommended by the Board. Staff can provide a Fee Schedule if an amount other than those presented in Option 1 or Option 2 is recommended by the Board.

Staff Recommendation and Request for Direction:

Since the TCEF program is being reevaluated in conjunction with the Transportation master plan update, staff recommends that the Commissioners consider Option 2 for the 2024 TCEF adjustment. Any new TCEF's established by the updated TCEF Study that is underway will be presented to the Board of County Commissioners for consideration in 2025.

Based on the input given, staff will provide a 2024 TCEF Schedule for adoption at an upcoming Administrative Matters Meeting. The adopted fee schedule is to be made effective on July 1, 2024. This is consistent with the specified annual effective date listed in the Land Use Code and with the annual cost-of-living adjustments for other Community Development services and/or impact fees.



Table 1: Option 1 - 17.2% Adjustment

Residential TCEF			
Finished Living Space per Dwelling (Square Feet)	2023 TCEF (Current) (\$)	2024 TCEF (with 17.2% Increase) (\$)	Increase (\$)
900 or less	\$3,047	\$3,571	\$524
901-1300	\$4,273	\$5,008	\$735
1301-1800	\$5,147	\$6,032	\$885
1801-2400	\$6,026	\$7,062	\$1,036
2401-3000	\$6,761	\$7,924	\$1,163
3001-3600	\$7,359	\$8,625	\$1,266
3601 or more	\$7,867	\$9,220	\$1,353
Non-Residential TCEF			
Non-Residential Use (per 1,000 SF of Floor Area)	2023 TCEF (Current) (\$)	2024 TCEF (with 17.2% Increase) (\$)	Increase (\$)
Industrial	\$1,874	\$2,194	\$322
Commercial	\$7,895	\$9,252	\$1,358
Office & Other Services	\$4,646	\$5,444	\$799



Table 2: Option 2 - 5.0% Adjustment

Residential TCEF			
Finished Living Space per Dwelling (Square Feet)	2023 TCEF (Current) (\$)	2024 TCEF (with 5.0% Increase) (\$)	Increase (\$)
900 or less	\$3,047	\$3,200	\$153
901-1300	\$4,273	\$4,486	\$213
1301-1800	\$5,147	\$5,405	\$258
1801-2400	\$6,026	\$6,327	\$301
2401-3000	\$6,761	\$7,099	\$338
3001-3600	\$7,359	\$7,727	\$368
3601 or more	\$7,867	\$8,260	\$393
Non-Residential TCEF			
Non-Residential Use (per 1,000 SF of Floor Area)	2023 TCEF (Current) (\$)	2024 TCEF (with 5.0% Increase) (\$)	Increase (\$)
Industrial	\$1,874	\$1,965	\$93
Commercial	\$7,895	\$8,289	\$395
Office & Other Services	\$4,646	\$4,877	\$232



Table 3: Comparison of 2024 Adjustment Options (Current, Option 1, and Option 2)

Residential TCEF			
Finished Living Space per Dwelling (Square Feet)	2023 TCEF (Current) (\$)	Option 2: 2024 TCEF (with 5.0% Increase) (\$)	Option 1: 2024 TCEF (with 17.2% Increase) (\$)
900 or less	\$3,047	\$3,200	\$3,571
901-1300	\$4,273	\$4,486	\$5,008
1301-1800	\$5,147	\$5,405	\$6,032
1801-2400	\$6,026	\$6,327	\$7,062
2401-3000	\$6,761	\$7,099	\$7,924
3001-3600	\$7,359	\$7,727	\$8,625
3601 or more	\$7,867	\$8,260	\$9,220
Non-Residential TCEF			
Non-Residential Use (per 1,000 SF of Floor Area)	2023 TCEF (Current) (\$)	Option 2: 2024 TCEF (with 5.0% Increase) (\$)	Option 1: 2024 TCEF (with 17.2% Increase) (\$)
Industrial	\$1,874	\$1,965	\$2,194
Commercial	\$7,895	\$8,289	\$9,252
Office & Other Services	\$4,646	\$4,877	\$5,444

File Attachments for Item:

14. First Reading of Ordinance No. 186, 2024, Appropriating Prior Year Reserves in the Water Fund and the Wastewater Fund for the Transfer of Fleet Vehicles Between the Water and Wastewater Utilities.

The purpose of this item is to appropriate prior year reserves in the Water and Wastewater Funds to purchase fleet equipment at fair market value between Operational Divisions of the Water Field Operations Department.

December 3, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Andrew S. Gingerich, P.E., Director of Water Field Operations
Phil Ladd, Manager of Utility Financial Operations

SUBJECT

First Reading of Ordinance No. 186, 2024, Appropriating Prior Year Reserves in the Water Fund and the Wastewater Fund for the Transfer of Fleet Vehicles Between the Water and Wastewater Utilities.

EXECUTIVE SUMMARY

The purpose of this item is to appropriate prior year reserves in the Water and Wastewater Funds to purchase fleet equipment at fair market value between Operational Divisions of the Water Field Operations Department.

STAFF RECOMMENDATION

Staff recommends adoption on First Reading.

BACKGROUND / DISCUSSION

The Department of Water Field Operations within Fort Collins Utilities is comprised of four operational Divisions: (1) Water Distribution, (2) Wastewater Collection, (3) Stormwater Collection, and (4) Water Meters. These four Divisions are funded by three funding sources: Water Fund, Wastewater Fund, and Stormwater Fund. In lieu of purchasing a new and budgeted Combo Vac Truck for \$650,000, the Water Distribution Division took ownership of the Wastewater Collection Division's used Combo Vac Truck for the fair market value of \$61,800. In exchange the Wastewater Collection Division took ownership of the Water Division's new Jet Wash Truck for the fair market value of \$361,478. These equipment purchases between these two Water Field Operation Divisions were completed due to business need changes and improved operational work planning and efficiency. After the appropriations are completed from both the Water and Wastewater Funds for these purchases, the net difference will result in \$299,678 from the Wastewater Fund to the Water Fund.

CITY FINANCIAL IMPACTS

This Ordinance will appropriate \$61,800 from the Water Fund Prior Year Reserves for the purchase of the Combo Vac Truck at fair market value. This Ordinance will also appropriate \$361,478 from the Wastewater Fund Prior Year Reserves for the purchase of the Jet Wash Truck at fair market value.

As of the end of 2023, the Water Enterprise Fund had \$17.7M and the Wastewater Enterprise Fund had \$13.5M unappropriated in excess of the minimum required reserves. It is expected that reserves in both funds will increase by the end of 2024.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ordinance for Consideration

ORDINANCE NO. 186, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING PRIOR YEAR RESERVES IN THE WATER
FUND AND THE WASTEWATER FUND FOR THE TRANSFER OF
FLEET VEHICLES BETWEEN THE WATER AND WASTEWATER
UTILITIES

A. The City owns and operates Fort Collins Utilities, which includes a Water Utility, Wastewater Utility, and Stormwater Utility.

B. Fort Collins Utilities' Department of Water Field Operations is comprised of four operational Divisions: (1) Water Distribution, (2) Wastewater Collection, (3) Stormwater Collection, and (4) Water Meters. These four Divisions are funded by three funding sources: Water Fund, Wastewater Fund, and Stormwater Fund.

C. Instead of purchasing a new Combo Vac Truck for \$650,000, the Water Distribution Division has taken ownership of the Wastewater Collection Division's used Combo Vac Truck for the fair market value of \$61,800. In exchange the Wastewater Division has taken ownership of the Water Division's new Jet Wash Truck from the Water Division for the fair market value of \$361,478.

D. This transfer of ownership between the Divisions requires: an appropriation of \$61,800 from the Water Fund Prior Year Reserves; and an appropriation of \$361,478 from the Wastewater Fund Prior Year Reserves.

E. These appropriations benefit the public health, safety, and welfare of the residents of Fort Collins and serve the public purpose of addressing the business needs of the Water Distribution Division and the Wastewater Collection Division, and to improve their operational work planning and efficiency, such that the Water Utility and Wastewater Utility can better provide services to their customers and ratepayers.

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

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

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

Section 1. There is hereby appropriated from prior year reserves in the Water Fund the sum of SIXTY-ONE THOUSAND EIGHT HUNDRED DOLLARS (\$61,800) to be expended in the Water Fund for the purchase of a Combo Vac Truck.

Section 2. There is hereby appropriated from prior year reserves in the Wastewater Fund the sum of THREE HUNDRED SIXTY-ONE THOUSAND FOUR HUNDRED SEVENTY-EITGHT DOLLARS: (\$361,478) to be expended in the Wastewater Fund for the purchase of a Jet Wash Truck

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

Mayor

ATTEST:

City Clerk

Effective Date: December 27, 2024
Approving Attorney: Eric Potyondy

File Attachments for Item:

15. Resolution 2024-138 Authorizing the Execution of Intergovernmental Agreements Between the City of Fort Collins and the Fort Collins-Loveland Water District for the Purchase of Water Service for the Future Schoolside Park Property.

The purpose of this item is to authorize the City Manager to sign agreements between the City and the Fort Collins-Loveland Water District (FCLWD) for the purchase of two water taps for the future Schoolside Park property. Appropriated funds from 2023 and 2024 BFO cycles have been budgeted for the purchase a 1 ½" irrigation water tap and a ¾" commercial water tap from the FCLWD for the future Schoolside Park Project on South Timberline Road. FCLWD is the only available water provider for this park site.

AGENDA ITEM SUMMARY

City Council



STAFF

Jill Wuertz, Senior Manager, Park Planning & Development Division of the Parks Department
Jennifer Torrey, Supervisor, Park Planning & Development Division of the Parks Department

SUBJECT

Resolution 2024-138 Authorizing the Execution of Intergovernmental Agreements Between the City of Fort Collins and the Fort Collins-Loveland Water District for the Purchase of Water Service for the Future Schoolside Park Property.

EXECUTIVE SUMMARY

The purpose of this item is to authorize the City Manager to sign agreements between the City and the Fort Collins-Loveland Water District (FCLWD) for the purchase of two water taps for the future Schoolside Park property. Appropriated funds from 2023 and 2024 BFO cycles have been budgeted for the purchase a 1 ½” irrigation water tap and a ¾” commercial water tap from the FCLWD for the future Schoolside Park Project on South Timberline Road. FCLWD is the only available water provider for this park site.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

Council approved appropriation of neighborhood park development funds in both the 2023 and 2024 BFO cycles. A portion of these funds were allocated for development costs associated with the future Schoolside Park.

The park site is located within the service area of the FCLWD. The park requires both an irrigation tap as well as a commercial water tap for the restroom facility. Two ¾” residential water taps located on the property have been abandoned. Credits for these taps have been applied to the fees calculations for the new taps.

1 ½” Irrigation Water Tap

Raw Water Resource Fee	\$408,000.00
Infrastructure PIF	\$ 85,000.00
New Meter Fee	\$ 1,880.00
Water Resource Credits applied for existing ¾” residential tap	-\$ 65,000
Total:	\$430,480.00

¾" Commercial Water Tap

Raw Water Resource Fee	\$60,000.00
Infrastructure PIF	\$17,000.00
New Meter Fee	\$ 415.00
<u>Water Resource Fee – Credit applied for ¾" residential tap</u>	<u>-\$65,000.00</u>
Total:	\$12,415.00

City Code Section 1-22 provides that potential agreements between the City and other governmental entities must be approved by ordinance or resolution of the City Council unless certain exceptions apply. No exceptions apply in this circumstance.

CITY FINANCIAL IMPACTS

These agreements authorize the City Manager to execute agreements to purchase two water taps from the FCLWD for \$430,480.00 and \$12,415.00.

Water tap costs are included in the Schoolside Park Project budget. Cost for these water taps have been budgeted for out of the neighborhood park BFO offers from 2023 and 2024.

There are no material financial impacts to the City.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

Council adopted 2021 Parks and Recreation Master Plan identifies this Schoolside Park to be developed.

PUBLIC OUTREACH

The 2021 Parks and Recreation Master Plan included numerous public meetings and significant outreach efforts.

ATTACHMENTS

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

RESOLUTION 2024-138
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE EXECUTION OF INTERGOVERNMENTAL
AGREEMENTS BETWEEN THE CITY OF FORT COLLINS AND
THE FORT COLLINS-LOVELAND WATER DISTRICT FOR THE
PURCHASE OF WATER SERVICE FOR THE FUTURE
SCHOOLSIDE PARK PROPERTY

A. On January 19, 2021, City Council adopted the 2021 Parks and Recreation Master Plan (the "Plan"). The Plan identified the Schoolside Park (the "Park") to be developed.

B. Council approved appropriations for the development of the Park in both the 2023 and 2024 budget cycles.

C. The Park site is located on South Timberline Road and is within the service area of the Fort Collins-Loveland Water District (the "District"). The Park will require both an irrigation water tap and a commercial water tap.

D. The District will provide water service to the Park and has offered to sell a irrigation water tap to the City for \$430,480 and a commercial water tap for \$12,415.

E. The District requires the City to execute a Memorandum of Agreement for Purchase of Water Tap ("MOA") for the purchase of the irrigation water tap, in substantially the form attached hereto as Exhibit "A" and incorporated herein by this reference, and which is an intergovernmental agreement that sets forth the terms and conditions for the purchase of the water tap.

F. The District requires the City to execute a second MOA for the purchase of the commercial water tap, in substantially the form attached hereto as Exhibit "B" and incorporated herein by this reference, and which is an intergovernmental agreement that sets forth the terms and conditions for the purchase of the water tap.

G. City Code authorizes City Council to approve the execution of intergovernmental agreements by ordinance or resolution.

H. The City Council desires to authorize the City Manager, in consultation with the City Attorney, to execute both MOAs on behalf of the City in substantially similar form to "Exhibit A" and Exhibit "B."

I. The MOAs will allow the City to acquire from the District both water taps that are necessary for water service to the Park, which is in the best interest of the City and beneficial to the users of the Park and the City at large.

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

Section 1. The City Manager is hereby authorized, following consultation with the City Attorney, to execute the MOA for an irrigation water tap in substantially similar form to "Exhibit A" subject to modifications as deemed necessary to protect the interests of the City of Fort Collins or to effectuate the purposes of this Resolution.

Section 2. The City Manager is hereby authorized, following consultation with the City Attorney, to execute the MOA for a commercial water tap in substantially similar form to "Exhibit B" subject to modifications as deemed necessary to protect the interests of the City of Fort Collins or to effectuate the purposes of this Resolution.

Passed and adopted on December 3, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: December 3, 2024
Approving Attorney: Sara Arfmann

**FORT COLLINS-LOVELAND WATER DISTRICT
MEMORANDUM OF AGREEMENT FOR PURCHASE OF WATER TAP**

THIS AGREEMENT is made and entered into between the FORT COLLINS-LOVELAND WATER DISTRICT (hereinafter "District") by its Board of Directors through its designated manager, and the **CITY OF FORT COLLINS, COLORADO, a municipal corporation, with an address of 300 Laporte Ave. Fort Collins, CO 80521** (hereinafter "Purchaser").

IN CONSIDERATION OF THE COVENANTS, PROMISES, TERMS AND CONDITIONS HEREINAFTER STATED, THE PARTIES AGREE AS FOLLOWS:

1. Purchaser agrees to purchase and pay for a one and a half-inch irrigation water tap from District. Purchaser agrees to pay the sum of **\$430,480.00** for said tap, water resource fee, infrastructure plant investment fee, new meter fee, payable concurrently with the execution of this Agreement. This payment amount reflects a credit for an existing three-quarter inch residential tap. Under no circumstances will any services be provided by the District until full payment is made, nor shall any of the tap fees paid be refunded to the Purchaser. This tap cannot be transferred from one lot to another, unless the transfer is made within the same District-approved subdivision for which it was originally purchased.
2. Purchaser agrees to pay all assessments and service charges as may be established and modified by the District from time to time. In the event the purchaser fails to pay such levies, assessments and charges upon demand, the District shall then immediately terminate service, assess penalties, and assert its lien rights, to the extent legally permissible, and any other remedies available to it pursuant to its Rules and Regulations and to the laws of the State of Colorado.
3. In the event that the above described real property is conveyed or transferred to an individual or entity by the Customer, such water tap shall be deemed transferred with the real property whether such conveyance or transfer is the result of a voluntary or involuntary transfer, including judicial order or decree, public trustee's sale, sheriff's sale, treasurer's sale, or otherwise. Upon any such transfer of the real property, the District may recognize such transferee as the "owner of said water tap" without having first obtained an assignment of water tap executed by the Customer to the new owner. In no event may the Customer retain ownership of said tap upon the voluntary or involuntary transfer of the property.
4. The legal description for the real property for which this tap is being purchased is as follows:

Lot 1, Lehman-Timberline Minor Land Division.
A portion of the south half of the northwest quarter of Section 8, Township 6 North, Range 68 West, of the 6th P.M., County of Larimer, State of Colorado.

Street Address: 5830 S. Timberline Road
5. Purchaser agrees to execute and deliver such easement or Easement Agreements as are needed by the District for the purpose of constructing and maintaining water lines across any of the real property of the Purchaser. Such easements shall be executed and delivered by separate legal document and in compliance with requirements established by the Purchaser's City Code and other applicable law, at the sole expense of Purchaser, and such expenses shall include, but not be limited to, survey expenses, and recording expenses.
6. Pursuant to the terms of this Agreement, Purchaser shall have the right to tap into the District's line at a point designated by the District. Tapping procedures shall be in accordance with the District's specifications, and shall be under the control and supervision of the District or its representative. The costs of tapping, including the connection, the tap and service line, and all other expenses thereof, shall be paid by Purchaser. Purchaser agrees to pay all expenses for any line extension (s) from the District's main line to the connection of the premises of the Purchaser.
7. Purchaser agrees to pay to the District a monthly service charge for the use of the District's treatment and distribution system. The District expressly reserves the right to increase or decrease the monthly rate assessed at any time upon reasonable notice to its users.
8. The District reserves the right, through its representatives, to inspect and approve all lines connecting Purchaser's premises to the District's system. The Purchaser shall comply with the District's Rules and Regulations, as modified from time to time, and with District's construction specifications before and after Purchaser's connection to the District's system. In the event the District incurs expenses for labor or materials for repair and maintenance of Purchaser's line and connection with District's water system, Purchaser shall be liable for payment for costs incurred by the District for such labor and/or materials, provided such repair and maintenance is required through no fault of the District.
9. Appropriation. 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 Purchaser, 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 Purchaser 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.
10. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* and under any other applicable law.

Signed this _____ day of _____ 20_____

By:

City of Fort Collins, Colorado

A Municipal Corporation

Authorized

Purchaser: Kelly DiMartino

City Manager

Mailing Address: 215 N. Mason Road

Fort Collins, CO 80522

FORT COLLINS-LOVELAND WATER DISTRICT

By: _____ Amanda Proctor

Date: _____ Finance Director

Payment **\$430,480.00**

*City of Fort Collins, Colorado
A Municipal Corporation*

By:

Kelly DiMartino, City Manager

ATTEST:

City Clerk *Date*

APPROVE AS TO FORM:

Assistant City Attorney

**FORT COLLINS-LOVELAND WATER DISTRICT
MEMORANDUM OF AGREEMENT FOR PURCHASE OF WATER TAP**

THIS AGREEMENT is made and entered into between the FORT COLLINS-LOVELAND WATER DISTRICT (hereinafter "District") by its Board of Directors through its designated manager, and the **CITY OF FORT COLLINS, COLORADO, a municipal corporation, with an address of 300 Laporte Ave. Fort Collins, CO 80521** (hereinafter "Purchaser").

IN CONSIDERATION OF THE COVENANTS, PROMISES, TERMS AND CONDITIONS HEREINAFTER STATED, THE PARTIES AGREE AS FOLLOWS:

1. Purchaser agrees to purchase and pay for a three-quarter inch commercial water tap from District. Purchaser agrees to pay the sum of **\$12,415.00** for said tap, water resource fee, infrastructure plant investment fee, and new meter fee, payable concurrently with the execution of this Agreement. This payment amount reflects a credit for an existing three-quarter inch residential tap. Under no circumstances will any services be provided by the District until full payment is made, nor shall any of the tap fees paid be refunded to the Purchaser. This tap cannot be transferred from one lot to another, unless the transfer is made within the same District-approved subdivision for which it was originally purchased.
2. Purchaser agrees to pay all assessments and service charges as may be established and modified by the District from time to time. In the event the purchaser fails to pay such levies, assessments and charges upon demand, the District shall then immediately terminate service, assess penalties, and assert its lien rights, to the extent legally permissible, and any other remedies available to it pursuant to its Rules and Regulations and to the laws of the State of Colorado.
3. In the event that the above described real property is conveyed or transferred to an individual or entity by the Customer, such water tap shall be deemed transferred with the real property whether such conveyance or transfer is the result of a voluntary or involuntary transfer, including judicial order or decree, public trustee's sale, sheriff's sale, treasurer's sale, or otherwise. Upon any such transfer of the real property, the District may recognize such transferee as the "owner of said water tap" without having first obtained an assignment of water tap executed by the Customer to the new owner. In no event may the Customer retain ownership of said tap upon the voluntary or involuntary transfer of the property.
4. The legal description for the real property for which this tap is being purchased is as follows:

Lot 1, Lehman-Timberline Minor Land Division.
A portion of the south half of the northwest quarter of Section 8, Township 6 North, Range 68 West, of the 6th P.M., County of Larimer, State of Colorado.

Street Address: 5830 S. Timberline Road, Fort Collins, Colorado 805xx
5. Purchaser agrees to execute and deliver such easement or Easement Agreements as are needed by the District for the purpose of constructing and maintaining water lines across any of the real property of the Purchaser. Such easements shall be executed and delivered by separate legal document and in compliance with requirements established by the Purchaser's City Code and other applicable law, at the sole expense of Purchaser, and such expenses shall include, but not be limited to, survey expenses, and recording expenses.
6. Pursuant to the terms of this Agreement, Purchaser shall have the right to tap into the District's line at a point designated by the District. Tapping procedures shall be in accordance with the District's specifications, and shall be under the control and supervision of the District or its representative. The costs of tapping, including the connection, the tap and service line, and all other expenses thereof, shall be paid by Purchaser. Purchaser agrees to pay all expenses for any line extension (s) from the District's main line to the connection of the premises of the Purchaser.
7. Purchaser agrees to pay to the District a monthly service charge for the use of the District's treatment and distribution system. The District expressly reserves the right to increase or decrease the monthly rate assessed at any time upon reasonable notice to its users.
8. The District reserves the right, through its representatives, to inspect and approve all lines connecting Purchaser's premises to the District's system. The Purchaser shall comply with the District's Rules and Regulations, as modified from time to time, and with District's construction specifications before and after Purchaser's connection to the District's system. In the event the District incurs expenses for labor or materials for repair and maintenance of Purchaser's line and connection with District's water system, Purchaser shall be liable for payment for costs incurred by the District for such labor and/or materials, provided such repair and maintenance is required through no fault of the District.
9. Appropriation. 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 Purchaser, 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 Purchaser 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.
10. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* and under any other applicable law.

Signed this _____ day of _____ 20_____

By:

City of Fort Collins, Colorado

A Municipal Corporation

Authorized

Purchaser: Kelly DiMartino

City Manager

Mailing Address: 215 N. Mason Road

Fort Collins, CO 80522

FORT COLLINS-LOVELAND WATER DISTRICT

By: _____ Amanda Proctor

Date: _____ Finance Director

Payment **\$12,415.00**

*City of Fort Collins, Colorado
A Municipal Corporation*

By:

Kelly DiMartino, City Manager

ATTEST:

City Clerk *Date*

APPROVE AS TO FORM:

Assistant City Attorney

File Attachments for Item:

16. Resolution 2024-139 Appointing One Board Member to the Boxelder Basin Regional Stormwater Authority Board of Directors as the City and County Jointly Selected Board Director.

The purpose of this item is to consider making one joint appointment to the Board of Directors of the Boxelder Basin Regional Stormwater Authority.

December 3, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Delynn Coldiron, City Clerk
 Cecilia Good, Sr. Deputy Clerk
 Nicole Poncelet-Johnson, One Water Director
 Jill Oropeza, Sr. Director, Water Planning and Sciences

SUBJECT

Resolution 2024-139 Appointing One Board Member to the Boxelder Basin Regional Stormwater Authority Board of Directors as the City and County Jointly Selected Board Director.

EXECUTIVE SUMMARY

The purpose of this item is to consider making one joint appointment to the Board of Directors of the Boxelder Basin Regional Stormwater Authority.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

Pursuant to the intergovernmental agreement establishing the Boxelder Basin Regional Stormwater Authority (the "Authority"), the Authority has a five-person Board of Directors. The City, Larimer County, and Town of Wellington are each authorized to appoint one Director. The other two Director positions are considered unaffiliated Directors, one of which is jointly appointed by the City and County, and one of which is jointly appointed by the Town of Wellington and the County. No more than one unaffiliated Director can be employed by or an elected official of the City, Larimer County, or the Town of Wellington. One unaffiliated Director position jointly appointed by Larimer County and the Town of Wellington is held by Richard Seaworth, who is not an employee or elected official of the City, Larimer County, or the Town of Wellington.

Jennifer Dial, the City's Water Resources Manager, was jointly appointed by the City and County in May 2023 to fill that Board Director position. Jennifer Dial has asked to step down from this position to enable someone with more direct work experience in stormwater and floodplain to be appointed to her Director position.

Kenneth Sampley, Director of Stormwater Engineering and Development Review, previously served for five years on this Board, the majority of that as President of the Board. Kenneth has over 40 years of experience with all aspects of stormwater and floodplain master planning, design and, construction engineering, infrastructure rehabilitation and staff management and supervision. Ken will appropriately

represent both the City's and County's interests for the Authority. This resolution appoints Kenneth Sampley as the Director jointly appointed by the City and County.

CITY FINANCIAL IMPACTS

None.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Resolution for Consideration

RESOLUTION 2024-139
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPOINTING ONE BOARD MEMBER TO THE BOXELDER
BASIN REGIONAL STORMWATER AUTHORITY BOARD OF
DIRECTORS AS THE CITY AND COUNTY JOINTLY SELECTED
BOARD DIRECTOR

A. The City of Fort Collins, Colorado (“City”), the Board of Commissioners of Larimer County, Colorado (“County”), and the Town of Wellington, Colorado (“Town”) are parties to that certain Intergovernmental Agreement for Stormwater Cooperation and Management, dated August 20, 2008, and First Amendment to Intergovernmental Agreement for Stormwater Cooperation and Management, dated June 16, 2014, as amended (collectively, “Agreement”) for the purpose of creating the Boxelder Basin Regional Stormwater Authority (“Authority”).

B. The Agreement states that the Authority shall be governed by a Board of Directors (“Board”) consisting of five Directors, one each appointed by the City, the Town, and the County, and two unaffiliated Directors, representing the public at large.

C. The Agreement states that one of the unaffiliated Directors shall be appointed by mutual agreement of the City and the County, with the other unaffiliated Director appointed by agreement of the Town and the County upon mutual agreement and that no more than one of such unaffiliated members shall be employed by or an elected official of the City, County, or Town.

D. The Directors serve for staggered terms of three years.

E. Richard Seaworth, who is not employed by or an elected official of the City, County, or Town, is the unaffiliated Director jointly appointed by the Town and the County.

F. On July 7, 2015, the Fort Collins City Council (“City Council”) adopted Resolution 2015-066, adopting Council retreat priorities for 2015-2017, one of which called for appointment of members of the Board by Council rather than by City staff.

G. On April 5, 2016, City Council adopted Resolution 2016-034, appointing then Mayor Pro Tem Gerry Horak to the Board as the City-appointed Director, and on April 23, 2019, City Council adopted Resolution 2019-054, re-appointing Mr. Horak as the City-appointed Director until such time as the City Council acts to modify his appointment.

H. On May 5, 2020, City Council adopted Resolution 2020-044, appointing former Mayor Pro Tem Gerry Horak as the unaffiliated City-County-jointly-appointed Director and Theresa Connor, Deputy Director of Fort Collins Utilities, as the City-appointed Director.

I. Former Mayor Pro Tem Gerry Horak resigned as the member of the Board in 2021.

J. After solicitation of applications for the City-County-jointly-appointed-Director position, one application was received and that applicant, Theresa Connor, was approved by the Board of County Commissioners to fill the jointly-appointed Board seat at its September 14, 2021, meeting.

K. Although a selection committee was previously appointed to recommend an appointee to be the City-County-jointly-appointed Director, since there was only one application for the joint position from an existing Director, staff did not convene that committee to review the single application, and the process moved forward without selection committee action.

L. On September 21, 2021, City Council adopted Resolution 2021-089, appointing Mayor Jeni Arndt as the City-appointed Director, which had been vacated by Theresa Connor as a result of her appointment to the joint City-County-jointly-appointed Director.

M. Theresa Connor is no longer employed by or affiliated with the City.

N. On May 16, 2023, City Council adopted Resolution 2023-046, reappointing Mayor Jeni Arndt as the City-appointed Director and appointing Jennifer Dial, the City's Water Resources Manager as the City and County-jointly-appointed Director.

O. Jennifer Dial has requested to step down from the City and County jointly appointed Director position.

P. The City and County wish to jointly appoint Kenneth Sampley, City Director of Stormwater Engineering and Development review, as the City and County jointly appointed Director.

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 Kenneth Sampley is hereby appointed, effective immediately, as the Director on the Authority's Board jointly appointed by the City and the County, to continue until April 1, 2026, or until such time as the City and the County jointly approve a replacement appointee.

Passed and adopted on December 3, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: December 3, 2024
Approving Attorney: Eric Potyondy

File Attachments for Item:

17. Resolution 2024-140 Adopting Findings of Fact in Support of the City Council's Decision Overturning the Historic Preservation Commission Denial of a Certificate of Appropriateness to Replace Upper Story Windows on the Fort Collins Landmark at 201 Linden Street.

The purpose of this item is to make findings of fact and conclusions regarding City Council's decision at the November 19, 2024, 201 Linden Street appeal hearing overturning the Historic Preservation Commission ("Commission") denial of a certificate of appropriateness to allow the replacement of the upper story windows on the historic landmark at 201 Linden Street (the "Property"). The City Council concluded the Commission failed to properly interpret and apply the U.S. Secretary of the Interior's *Standards for the Treatment of Historic Properties* and the Old Town Historic District Design Standards and thereby overturned the Commission's August 21, 2024, denial of a certificate of appropriateness.

December 3, 2024



AGENDA ITEM SUMMARY

City Council

STAFF

Kim Meyer, Interim Director, Community Development and Neighborhood Services
 Maren Bzdek, Manager, Historic Preservation Services
 Jim Bertolini, Senior Historic Preservation Planner

SUBJECT

Resolution 2024-140 Adopting Findings of Fact in Support of the City Council's Decision Overturning the Historic Preservation Commission Denial of a Certificate of Appropriateness to Replace Upper Story Windows on the Fort Collins Landmark at 201 Linden Street.

EXECUTIVE SUMMARY

The purpose of this item is to make findings of fact and conclusions regarding City Council's decision at the November 19, 2024, 201 Linden Street appeal hearing overturning the Historic Preservation Commission ("Commission") denial of a certificate of appropriateness to allow the replacement of the upper story windows on the historic landmark at 201 Linden Street (the "Property"). The City Council concluded the Commission failed to properly interpret and apply the U.S. Secretary of the Interior's *Standards for the Treatment of Historic Properties* and the Old Town Historic District Design Standards and thereby overturned the Commission's August 21, 2024, denial of a certificate of appropriateness.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

On August 21, 2024, the Commission denied a certificate of appropriateness to authorize replacement of all the second-and third-story windows at the Property, a Fort Collins historic landmark (also known as the Linden Hotel).

On September 3, 2024, the Property owner/ Appellant, Linden Street Treehouse, LLC, timely filed a notice of appeal seeking to overturn the Commission's denial, raising nine issues on appeal. Specifically, the Appellant alleged:

- The Commission failed to conduct a fair hearing under all 5 grounds:
 1. The Commission exceeded its authority or jurisdiction as contained within City Code by improperly using the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties and Old Town Design Standards to justify its denial of window replacement, required repair of interior features not subject to Chapter 14, Article IV, and that the Commission failed to adequately consider Municipal Code 14-2 (Preservation Purposes), the City's Climate Action Plan, or International Building Codes;
 2. The Commission substantially ignored its previously established rules of procedure by failing to initially accept the Applicant's proffered window exhibit; and

3. The Commission considered evidence relevant to its findings which was substantially false or grossly misleading, specifically by utilizing the erroneous and false information in the 2018 Barlow report and 2024 Deep Roots Craftsmen report in their final decision-making;

4. The Commission improperly failed to receive all relevant evidence offered by the appellant by initially refusing to review and accept the Applicant’s proffered window exhibit into the record;

5. The Commission was biased against the Appellant by reason of conflict of interest or other close business, personal, or social relationship that interfered with their independence of judgement; and

The Commission failed to properly interpret and apply provisions of City Code, specifically:

6. Applicable sections of the Building Code,

7. Municipal Code Section 14-2 establishing the purpose of the City’s historic preservation program,

8. The U.S. Secretary of the Interior’s *Standards for the Treatment of Historic Properties* (adopted by the City for historic preservation use in Municipal Code 14-53), and

9. The Old Town Historic District Design Standards.

On November 19, 2024, City Council considered the appeal allegations, the record on appeal, information presented at the hearing, and testimony from the Property owner and their representatives. City Council discussed the specific assertions of the appeal. On unanimous votes, Council found the Commission conducted a fair hearing but the Commission failed to properly interpret and apply the U.S. Secretary of the Interior’s *Standards for the Treatment of Historic Properties* and the Old Town Historic District Design Standards. City Council overturned the August 21, 2024, Commission decision and voted to issue a certificate of appropriateness to the Property owner to allow replacement of the second- and third-story windows on the Property with the condition that the replacement windows must be an in-kind, wood, not metal-clad window replacement.

CITY FINANCIAL IMPACTS

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

- 1. Resolution for Consideration

RESOLUTION 2024-140
 OF THE COUNCIL OF THE CITY OF FORT COLLINS
 ADOPTING FINDINGS OF FACT IN SUPPORT OF THE CITY
 COUNCIL'S DECISION OVERTURNING THE HISTORIC
 PRESERVATION COMMISSION DENIAL OF A CERTIFICATE OF
 APPROPRIATENESS TO REPLACE UPPER STORY WINDOWS
 ON THE FORT COLLINS LANDMARK AT 201 LINDEN STREET

A. On July 17, 2024, and August 21, 2024, the Historic Preservation Commission ("Commission") conducted a design review hearing pursuant to City Code Section 14-54 and denied a certificate of appropriateness to replace all the second- and third-story windows on the Fort Collins historic landmark at 201 Linden Street (also known as the Linden Hotel) with either a metal clad or wooden prefabricated window product.

B. On April 30, 2024, the owner of 201 Linden Street ("Appellant") filed a notice of appeal ("Appeal") of the August 21, 2024, Commission decision, requesting the City Council to overturn the Commission's denial and issue a certificate of appropriateness to replace the windows, alleging:

i. The Commission failed on five grounds to conduct a fair hearing, because the Commission: exceeded its authority or jurisdiction, ignored its previously established rules of procedure, considered evidence relevant to his findings that was substantially false or grossly misleading, improperly failed to receive all relevant evidence offered by the Appellant, and was biased against the Appellant; and

ii. The Commission failed to properly interpret and apply sections of the Building Code, City Code Section 14-2 establishing the purpose of the City's historic preservation program, the U.S. Secretary of the Interior's *Standards for the Treatment of Historic Properties* (adopted under City Code 14-53 for application to the City's historic preservation matters including design review considerations), and the Old Town Historic District Design Standards.

C. On November 19, 2024, the City Council, after notice given in accordance with City Code Section 2-52, held a public hearing ("Hearing") pursuant to City Code Section 2-54 to consider the allegations raised in the Appeal.

D. At the Hearing the Appellant and the Appellant's counsel and window expert appeared and addressed Council, arguing in favor of the Appeal.

E. In deciding the Appeal allegations at the Hearing, the City Council considered the record on appeal under City Code Section 2-51, presentation by City staff under City Code Section 2-54(a)(1), and statements and arguments by the Appellant and Appellant's window expert under City Code Section 2-54(a)(4). On the record during the course of the Hearing City Council provided rationale for its determinations.

F. The City Council determined the Commission conducted a fair hearing and that the Appellant did not establish with competent evidence in the record that any of the fair hearing allegations had merit. The Council denied and dismissed the Appellant's five fair hearing allegations.

G. The City Council overturned the Commission's denial of a certificate of appropriateness, because the Commission did not properly interpret and apply the U.S. Secretary of the Interior's *Standards for the Treatment of Historic Properties* and the Old Town Historic District Design Standards. The City Council issued a certificate of appropriateness to replace the second- and third-story windows on the Fort Collins historic landmark at 201 Linden Street with the condition that the replacement windows must be an in-kind, wood, not metal-clad replacement.

H. City Code Section 2-56(c) provides that no later than the date of its next regular meeting after the hearing of an appeal, City Council shall adopt, by resolution, findings of fact in support of its decision on the Appeal.

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

Section 1. The August 21, 2024, Commission decision denying a certificate of appropriateness to replace all the second- and third-story windows on the Fort Collins historic landmark at 201 Linden Street is overturned.

Section 2. Appellant is issued a certificate of appropriateness to replace the second- and third-story windows on the Fort Collins historic landmark at 201 Linden Street with the condition that the replacement windows must be an in-kind, wood, not metal-clad window replacement.

Section 3. Any other issues raised in the Appeal are without merit and are denied and dismissed.

Section 4. The adoption of this Resolution constitutes the final action of the City Council in accordance with City Code Section 2-56(c).

Passed and adopted on December 3, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: December 3, 2024
Approving Attorney: Heather N. Jarvis

File Attachments for Item:

18. Items Related to Amending City Code to Adjust the Following Fees: Capital Expansion Fees; Transportation Expansion Fee; Electric Capacity Fee; and Stormwater Plant Investment Fee.

A. Second Reading of Ordinance No. 172, 2024, Amending Chapter 7.5 of the Code of the City of Fort Collins to revise the Capital Expansion Fees and Transportation Expansion Fee.

B. Second Reading of Ordinance No. 173, 2024, Amending Chapter 26 of the Code of the City of Fort Collins Regarding Calculation and Collection of Development Fees Imposed for the Construction of New or Modified Electric Service Connections.

C. Second Reading of Ordinance No. 174, 2024, Amending Chapter 26 of the Code of the City of Fort Collins to Revise Stormwater Plant Investment Fees.

Ordinance No. 172 was adopted by a 6-1 (Nay: Ohlson) vote on First Reading and Ordinances No. 173 and 174, 2024 were unanimously adopted on First Reading on November 19, 2024. The Ordinances make adjustments effective January 1, 2025, associated with the City's Capital Expansion Fees, Transportation Expansion Fees, Electric Capacity Fees and Stormwater Plant Investment Fees. Along with updating Electric Capacity Fee tables in City Code, staff is proposing language clarifications related to costs included in the fee calculation.

On First Reading, Council approved inflation-based increases (presented as Alternative #2) in Ordinance No. 172, and asked staff to present information at a future work session about exploration of ways to approach future Impact Fee calculations and the City's policies and programs regarding Impact Fees and housing affordability.

After First Reading of Ordinance No. 172, 2024, three typographical errors were discovered in Sections 7.5-28, Section 7.5-29 and Section 7.5-32 (Sections 3, 4, and 7 of the Ordinance). The corrections are shown on the Ordinance for Second Reading.

December 3, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Travis Storin, Chief Financial Officer

SUBJECT

Items Related to Amending City Code to Adjust the Following Fees: Capital Expansion Fees; Transportation Expansion Fee; Electric Capacity Fee; and Stormwater Plant Investment Fee.

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STAFF RECOMMENDATION

Staff recommends the adoption of the Ordinances on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

Historical Framework and Work to date

The City began collecting capital expansion fees (CEFs) in 1996 based on an internal study conducted by city staff. Transportation capital expansion fees (TCEFs) were first collected based on a staff study in 2000. External consultant CEF study updates were completed in 2013 and again in 2017 by Duncan & Associates. The TCEF study was also updated in 2017 an external consultant: TischlerBise. The 2017 CEF Study had rate increases ranging from 70% to 80% above the prevailing rates, depending on land use type and fee category. The 2017 TCEF Study had rate adjustments ranging from a decrease of 32% for commercial properties to an increase of 114% for the largest sized residential category. The number of non-residential categories was simplified and narrowed to three fee categories (down from the prevailing 38). Given the significant changes to the fee structures, Council approved a phase-in approach to adopting the new fee schedules (two years for TCEF and three years for CEFs). Additionally, a fee working group comprised of citizens, business-oriented individuals and staff formed and was activated in 2017 through 2019. 2019 work also included analysis of the development review fees.

Coordination of the timeline for updates and communication was a primary objective of the fee group:

- Detailed fee study analysis every 4 years for CEF, TCEF and Development Review;
- Detailed fee study every 2 years for Utilities;
- Conduct fee study analysis in the odd year before BFO;
- In years without updates, an annual inflation adjustment occurs.

With the onset of the COVID-19 pandemic and other competing workstreams, the TCEF and CEF Study updates planned for 2021 were delayed until 2023.

Primary Inputs and Assumptions

In the spring of 2023, the City solicited bids and contracted with Economic & Planning Systems, Inc. (EPS) to update the CEF Study. The EPS Study update adheres to the existing standard-based approach to fee calculation, continuing to use construction cost replacement valuations.

Key data input updates included:

- 2023 asset inventories for City of Fort Collins and Poudre Fire Authority;
- Neighborhood and Community Park development costs and current land valuation estimates;
- Current market cost of construction estimates and Larimer County property valuations;
- 2020 U.S. Census Longitudinal Employer-Household Dynamics (LEHD) data;
- Updated residential household size and non-residential occupancy factors;
- Alignment of existing conditions with the concurrent TCEF Study Update.

Primary drivers for the increase in CEFs are the significant asset value escalations (especially for police, fire protection and neighborhood parks) from higher unit replacement costs and skyrocketing land and property valuations. Lower average residents per housing unit based on the updated census information were offsets against the higher asset values.

Additionally, the City again contracted with TischlerBise to update the TCEF study. The 2023 TCEF study uses a combination of incremental expansion for roadways and plan-based methodologies to provide improvements for Active Modes. The methodology also utilized data from more updated sources:

- 2023 Transportation Capital Projects Prioritization Study
- 2022 Active Modes Plan
- 2022 Fort Collins Travel Diary Report
- Current anticipated 10-year buildout of additional lane miles through development

- Current City's Arterial Cost per Lane Mile (\$2.0M), along with baseline data and projections from the North Front Range MPO

Full assumption details and methodologies are available in the CEF and TCEF Studies included as Attachments 6 and 7.

Development fees are the mechanism for Utilities to recover the impact of adding new demand to the services Utilities provides, including electric, water, wastewater, and stormwater. Plant Investment Fees (PIFs) and Electric Capacity Fees (ECFs) are one-time charges for new development or re-development. These fees recover costs for excess capacity of infrastructure already in place to serve new customers based on the “buy-in” approach, where customers pay according to new demands they will put on the system and considers incremental costs of future infrastructure to serve them.

Staff updates development fee models every two years. In alternating years, when models are not updated, an inflationary adjustment is applied to utility development fees.

Each model was updated in 2023 to capture current inputs, including current escalation factors and each of the various drivers such as costs, consumption, and future system needs. The costs pressures have been significant, primarily on the electric side, with higher material costs and supply chain disruptions for items such as transformers. Internal cost pressures on the utilities plant investment fees (PIF) have been more in line with the general inflation reflected in the market thus not requiring an alternative approach or option.

Options for Consideration

Staff has prepared three options for consideration for the TCEF and CEFs. The utility fees are the same in all three options (the Water Supply Requirements for 2025 were previously adopted on November 4, 2024 and there are no changes proposed for the Wastewater or Water Plant Investment Fees).

The results of the TCEF and CEF Study updates, as well as the 2023 Utility model updates, are included as Alternative #1. This option provides the best support to maintain existing levels of service. Proposed 2025 fees and change vs. 2024 rates are highlighted below. The full detail of scheduled fee adjustments is included in the attached ordinances. The complete TCEF and CEF Studies are included as attachments 6 and 7.

Alternative #1

2024 Actual					2025			2025 vs. 2024 Actual	
Residential	Unit	CEF	TCEF	Total	Proposed CEF	Proposed TCEF	Proposed Total	\$	%
up to 700 sq. ft.	Dwelling	\$6,962	\$2,903	\$9,865	\$6,865	\$3,195	\$10,060	\$195	2.0%
701-1,200 sq. ft.	Dwelling	\$9,339	\$5,391	\$14,730	\$10,395	\$5,579	\$15,974	\$1,244	8.4%
1,201-1,700 sq. ft.	Dwelling	\$10,194	\$7,000	\$17,194	\$11,670	\$7,121	\$18,791	\$1,597	9.3%
1,701-2,200 sq. ft.	Dwelling	\$10,310	\$8,185	\$18,495	\$12,553	\$8,260	\$20,813	\$2,318	12.5%
over 2,200 sq. ft.	Dwelling	\$11,489	\$8,774	\$20,263	\$14,269	\$9,171	\$23,440	\$3,177	15.7%
Development Type									
Commercial	1,000 sq. ft.	\$2,947	\$10,682	\$13,629	\$3,773	\$11,970	\$15,743	\$2,114	15.5%
Office and Other Services	1,000 sq. ft.	\$2,947	\$7,869	\$10,816	\$2,065	\$7,668	\$9,733	(\$1,083)	-10.0%
Industrial	1,000 sq. ft.	\$693	\$2,540	\$3,233	\$979	\$3,914	\$4,893	\$1,660	51.3%

Utility Fee	Model Update vs. 2023 Actual	2024 Actual vs. 2023 Actual	2025 Proposed vs. 2024 Actual
Electric Capacity Fee (ECF)	14.8%	7.4%	9.3%
Water Plant Investment Fee (PIF)	5.7%	7.4%	No Change
Wastewater Plant Investment Fee (PIF)	4.1%	7.4%	No Change
Stormwater Plant Investment Fee (PIF)	7.0%	7.4%	1.5%
Water Supply Requirement (WSR)	No Change	No Change	(6.5%)

As opposed to adopting the full changes outlined in the TCEF and CEF Study updates in 2025, Alternative #1A provides for a two-step implementation of the TCEF and CEF fees, with 50% of the changes being proposed for 2025 and the balance of the full adjustments being made in 2026.

Alternative #1A

2024 Actual					2025			2025 vs. 2024 Actual		2026		
Residential	Unit	CEF	TCEF	Total	Proposed CEF	Proposed TCEF	Proposed Total	\$	%	Proposed CEF	Proposed TCEF	Proposed Total
up to 700 sq. ft.	Dwelling	\$6,962	\$2,903	\$9,865	\$6,915	\$3,049	\$9,964	\$99	1.0%	\$6,865	\$3,195	\$10,060
701-1,200 sq. ft.	Dwelling	\$9,339	\$5,391	\$14,730	\$9,868	\$5,485	\$15,353	\$623	4.2%	\$10,395	\$5,579	\$15,974
1,201-1,700 sq. ft.	Dwelling	\$10,194	\$7,000	\$17,194	\$10,933	\$7,061	\$17,994	\$800	4.7%	\$11,670	\$7,121	\$18,791
1,701-2,200 sq. ft.	Dwelling	\$10,310	\$8,185	\$18,495	\$11,432	\$8,223	\$19,655	\$1,160	6.3%	\$12,553	\$8,260	\$20,813
over 2,200 sq. ft.	Dwelling	\$11,489	\$8,774	\$20,263	\$12,880	\$8,973	\$21,853	\$1,590	7.8%	\$14,269	\$9,171	\$23,440
Development Type												
Commercial	1,000 sq. ft.	\$2,947	\$10,682	\$13,629	\$3,361	\$11,326	\$14,687	\$1,058	7.8%	\$3,773	\$11,970	\$15,743
Office and Other Services	1,000 sq. ft.	\$2,947	\$7,869	\$10,816	\$2,506	\$7,769	\$10,275	(\$541)	-5.0%	\$2,065	\$7,668	\$9,733
Industrial	1,000 sq. ft.	\$693	\$2,540	\$3,233	\$836	\$3,227	\$4,063	\$830	25.7%	\$979	\$3,914	\$4,893

A third option is presented below as Alternative #2. The current TCEF and CEF fee schedules are adjusted for inflation only based on the underlying relevant index (**1.9% for TCEF and 2.7% for CEF's**). The combined increases for TCEF and CEFs ranges from 2.0% to 2.5%, depending on type of development. This is the same approach utilized in setting 2024 fee schedules. This alternative **does not** adopt the 2023 fee studies.

Alternative #2

2024 Actual					2025			2025 vs. 2024 Actual	
Residential	Unit	CEF	TCEF	Total	Proposed CEF	Proposed TCEF	Proposed Total	\$	%
up to 700 sq. ft.	Dwelling	\$6,962	\$2,903	\$9,865	\$7,150	\$2,958	\$10,108	\$243	2.5%
701-1,200 sq. ft.	Dwelling	\$9,339	\$5,391	\$14,730	\$9,591	\$5,493	\$15,084	\$354	2.4%
1,201-1,700 sq. ft.	Dwelling	\$10,194	\$7,000	\$17,194	\$10,470	\$7,133	\$17,603	\$409	2.4%
1,701-2,200 sq. ft.	Dwelling	\$10,310	\$8,185	\$18,495	\$10,588	\$8,341	\$18,929	\$434	2.3%
over 2,200 sq. ft.	Dwelling	\$11,489	\$8,774	\$20,263	\$11,799	\$8,941	\$20,740	\$477	2.4%
Development Type									
Commercial	1,000 sq. ft.	\$2,947	\$10,682	\$13,629	\$3,027	\$10,885	\$13,912	\$283	2.1%
Office and Other Services	1,000 sq. ft.	\$2,947	\$7,869	\$10,816	\$3,027	\$8,019	\$11,046	\$230	2.1%
Industrial	1,000 sq. ft.	\$693	\$2,540	\$3,233	\$711	\$2,588	\$3,299	\$66	2.0%

As part of the adoption of 2025 proposed fees summarized above, a number of ordinance adjustments and clean-up items will be addressed. Specifically, this will include the official adoption of the of the “Denver-Aurora-Lakewood, CO” index as the successor to “Denver-Boulder, CO” index, and the clarification of the non-residential fees for the TCEFs as being “per 1,000 sq. ft.”. The addition of the Office and Other Services category for the CEFs is also required.

Additionally, staff will work with the Poudre Valley Fire Protection District and the Poudre Fire Authority to enable use of fire protection capital expansion fees collected on behalf of the Poudre Fire Authority (PFA) by all parties to be authorized for use within the entire PFA service territory.

Future Work Efforts

Fee Schedule Updates as currently planned:

Utilities:

- Biennial model updates; resume in 2025
- Inflation adjustments in even numbered years

TCEF/CEF:

- Study updates every four years: 2027 next update
- Inflation adjustments in all other years

Alternatives:

- Accelerate TCEF/CEF Study updates to 2025 or 2026
- Adopt cadence of biennial study updates for TCEF/CEF

Additionally, there is a Work Session scheduled for March 25, 2025, to discuss impact fees and affordable housing.

CITY FINANCIAL IMPACTS

The amount of impact fee revenue collections by the City in a given year depends on the volume and composition of residential and non-residential development activity. Over the past four years (2020 – 2023), the City has collected an average of approximately \$19.6 million per year in CEF, TCEF and utility impact fees. Based on these volumes, the estimated impact in 2025 fee collections would be an annual increase of approximately \$1.545 million under Alternative #1 (CEF/TCEF study and utility model updates). Alternative #1A would realize an increase of half of this amount in 2025.

Financial Impact - CEF/TCEF Study and Utility Model Updates (Alternative #1)					
	Avg. Annual Fees (\$ 000)	Avg. Monthly Fees (\$ 000)	Fee Increase (%)	Annual Fee Increase (\$ 000)	Monthly Fee Increase (\$ 000)
CEF / TCEF	\$11,846	\$987	10.9%	\$1,288	\$107
Utility PIFs, ECF, WSR	\$7,729	\$644	3.3%	\$257	\$21
Total	\$19,575	\$1,631	7.9%	\$1,545	\$128

For comparative purposes, the table below highlights the estimated increase in fees that would be collected under Alternative #2 (inflation adjustments only for CEF/TCEF, and utility model updates).

Financial Impact - CEF/TCEF Inflation Adjustments and Utility Model Updates (Alternative #2)					
	Avg. Annual Fees (\$ 000)	Avg. Monthly Fees (\$ 000)	Fee Increase (%)	Annual Fee Increase (\$ 000)	Monthly Fee Increase (\$ 000)
CEF / TCEF	\$11,846	\$987	2.4%	\$281	\$23
Utility PIFs, ECF, WSR	\$7,729	\$644	3.3%	\$257	\$21
Total	\$19,575	\$1,631	2.7%	\$538	\$44

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

At the October 24, 2024, Energy Board meeting, the Board supported a 9.3% increase to the Electric Capacity Fee for 2025 and clarifying language amendments by a 7-0 vote.

On September 19, 2024, the Water Commission voted 9-0 in support of a 1.5% increase to the Stormwater Plant Investment Fee for 2025.

PUBLIC OUTREACH

Staff met with the Fort Collins Area Chamber of Commerce LLAC on October 11, 2024, and discussed proposed Impact Fee Schedules for 2025.

ATTACHMENTS

1. Ordinance A for Consideration
2. Ordinance B for Consideration
3. Ordinance C for Consideration
4. Presentation

ORDINANCE NO. 172, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING CHAPTER 7.5 OF THE CODE OF THE CITY OF
FORT COLLINS TO REVISE THE CAPITAL EXPANSION FEES
AND TRANSPORTATION EXPANSION FEE

A. The City is a home rule municipality having the full right of self-government in local and municipal matters under the provisions of Article XX, Section 6 of the Colorado Constitution.

B. Among the home rule powers of the City is the power to regulate, as a matter of purely local concern, the development of real property within the City and establish impact fees for such development.

C. The City Council has determined that new development should contribute its proportionate share of providing the capital improvements that are typically funded with impact fees.

D. The City Council has broad legislative discretion in determining the appropriate funding mechanisms for financing the construction of public facilities in the City.

E. In 2023, City staff initiated a comprehensive review of its various impact fees now charged to new development, including its community parkland, neighborhood parkland, police, fire protection, transportation, general government and transportation capital improvement expansion fees (collectively, "Capital Expansion Fees").

F. As a result of that review, the City commissioned an impact fee study for the community parkland, neighborhood parkland, police, fire protection and general government capital improvement expansion fees that has resulted in the "Capital Expansion Fee Study" dated November 21, 2023, which has identified the need to increase such Capital Expansion Fees by various amounts.

G. The City also commissioned an impact fee study for the transportation expansion fees dated October 20, 2023, that has resulted in the "Transportation Capital Expansion Fee Study," which also identified the need to increase and decrease the transportation expansion fees by various amounts depending on the type of development proposed.

H. Adjustments to the fee schedules to levels below those identified in the fee studies ~~will ultimately~~ **may** result in lower levels of service, as well as delays in building new infrastructure and service capacity. The City Council directs the City Manager to explore alternative sources of funding to cover the shortfalls, including backfill from the general fund.

I. The City Council decided to adjust the Capital Expansion Fees for inflation only, similar to adjustments made for 2024. This decision does not adopt the fee adjustments identified in the 2023 fee studies. Although City Code contemplates a reevaluation and revision of the Capital Expansion Fees at five-year intervals, Council is delaying the overall update of the Fees pending further discussion. Council has requested further exploration of alternative ways to approach future study of the Fees as well as the City's policies and programs regarding Impact Fees and housing affordability.

J. The name of the applicable consumer price index changed from the "Denver-Boulder Consumer Price Index for Urban Consumers" to the "Denver-Aurora-Lakewood Consumer Price Index for Urban Consumers."

K. The fee studies and related staff work brought to light the need to add a category for "office and other services" to the definition of commercial development.

L. City staff recommends adding the phrase "per 1,000 square feet" to the applicable sections of the fee charts.

M. For the foregoing reasons, the City Council has determined that it is in the best interest of the City and its citizens and necessary for the protection of the public's health, safety and welfare, that the Capital Expansion Fees be adjusted for inflation as hereafter provided.

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

Section 1. Section 7.5-17 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 7.5-17. Definitions.

When used in this Article, the following words and terms shall have the following meanings:

...

Capital improvements shall mean the purchase or long-term lease or lease-purchase of real property, the construction of public facilities or the purchase or long-term lease or lease-purchase of equipment or materials needed to facilitate the operation of such facilities or the delivery of services therefrom, to the extent that such property, improvements, equipment or materials are identified in the City's capital improvements plan as being totally or partially financed by the imposition of capital expansion fees. For the purposes of this provision, *long-term lease* or *lease-purchase* shall mean a lease or lease-purchase of not less than five (5) years, subject to annual appropriation. Amounts expended for capital improvements shall include amounts that are treated as capitalized expenses according to generally accepted accounting principles and shall not include

costs associated with the operation, administration, maintenance or replacement of capital improvements.

...

Commercial development shall mean any development approved by the City, except development approved for residential, office and other services, industrial and/or light industrial use.

...

Section 2. Section 7.5-18 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 7.5-18. Calculation of capital expansion fees.

For each category of capital improvements for which a capital expansion fee is established under the provisions of this Article, the amount of each such capital expansion fee shall be determined on a per dwelling unit basis according to the gross floor area of each such dwelling unit (in the case of residential development) or on the basis of each square foot of new construction for non-residential development (in the case of commercial, office and other services, or industrial development). The amount of the transportation expansion fee shall be determined on the basis of square footage for residential development and based on the square footage and type of use for other developments. The amount of each capital expansion fee, except for the transportation expansion fee, will be increased or decreased annually according to the Denver-Aurora-Lakewood-CO Consumer Price Index for Urban Consumers, as published by the Bureau of Labor Statistics. The amount of the transportation expansion fee will be increased or decreased annually according to the Engineering News Record Denver Regional Construction Cost Index. In addition, the methodologies used to set each fee shall be reviewed and compared to the City's actual infrastructure costs at least once every five (5) years, and adjustments made in accordance with such review and with the provisions of § 7.5-16.

Section 3. Section 7.5-28 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 7.5-28. Community parkland capital expansion fee.

- (a) There is hereby established a community parkland capital expansion fee which shall be imposed pursuant to the provisions of this Article for the purpose of funding capital improvements related to the provision of community parks, as such improvements may be identified in the capital improvements plan for community parkland. Such fee shall be payable prior to the issuance of any building permit for a residential structure. The amount of such fee shall be determined per dwelling unit as follows:

	As of March 1, 2024	As of January 1, 2025
Resid., up to 700 sq. ft.	\$3,144.00	\$3,329.00 \$3,229.00
Resid., 701 to 1,200 sq. ft.	4,208.00	4,322.00
Resid., 1,201 to 1,700 sq. ft.	4,595.00	4,719.00
Resid., 1,701 to 2,200 sq. ft.	4,642.00	4,767.00
Resid., over 2,201 sq. ft.	5,175.00	5,315.00

...

Section 4. Section 7.5-29 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 7.5-29. Police capital expansion fee.

(a) There is hereby established a police capital expansion fee which shall be imposed pursuant to the provisions of this Article for the purpose of funding capital improvements related to the provision of police services, as such improvements may be identified in the capital improvements plan for police services. Such fee shall be payable prior to the issuance of any building permit for a residential, commercial, office and other services, or industrial structure. The amount of such fee shall be determined as follows:

	As of March 1, 2024	As of January 1, 2025
Resid., up to 700 sq. ft.	\$305.00	\$313.00
Resid., 701 to 1,200 sq. ft.	413.00	424.00
Resid., 1,201 to 1,700 sq. ft.	449.00	461.00
Resid., 1,701 to 2,200 sq. ft.	455.00	467.00
Resid., over 2,200 sq. ft.	507.00	521.00
Commercial buildings (per 1,000 sq. ft.)	384.00	394.00
Office and Other Services (per 1,000 sq. ft.)	384.00	384.00 394.00
Industrial buildings (per 1,000 sq. ft.)	90.00	92.00

...

Section 5. Section 7.5-30 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 7.5-30. Fire protection capital expansion fee.

(a) There is hereby established a fire protection capital expansion fee which shall be imposed pursuant to the provisions of this Article for the purpose of funding capital improvements related to the provision of fire services, as such improvements may be identified in the capital improvements plan for fire protection services. Such fee shall be payable prior to the issuance of any building permit for a residential, commercial, office and other services, or industrial structure. The amount of such fee shall be determined as follows:

	<i>As of March 1, 2024</i>	<i>As of January 1, 2025</i>
Resid., up to 700 sq. ft.	\$545.00	\$560.00
Resid., 701 to 1,200 sq. ft.	737.00	757.00
Resid., 1,201 to 1,700 sq. ft.	802.00	824.00
Resid., 1,701 to 2,200 sq. ft.	815.00	837.00
Resid., over 2,200 sq. ft.	907.00	931.00
Commercial buildings (per 1,000 sq. ft.)	686.00	705.00
Office and Other Services (per 1,000 sq. ft.)	686.00	705.00
Industrial buildings (per 1,000 sq. ft.)	161.00	165.00

...

Section 6. Section 7.5-31 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 7.5-31. General governmental capital expansion fee.

(a) There is hereby established a general governmental capital expansion fee which shall be imposed pursuant to the provisions of this Article for the purpose of funding capital improvements related to the provision of general governmental services, as such improvements may be identified in the capital improvements plan for general governmental services. Such fee shall be payable prior to the issuance of any building permit for a residential, commercial, office and other services, or industrial structure. The amount of such fee shall be determined as follows:

	As of March 1, 2024	As of January 1, 2025
Resid., up to 700 sq. ft.	\$742.00	\$762.00
Resid., 701 to 1,200 sq. ft.	1,001.00	1,028.00
Resid., 1,201 to 1,700 sq. ft.	1,093.00	1,123.00
Resid., 1,701 to 2,200 sq. ft.	1,110.00	1,140.00
Resid., over 2,200 sq. ft.	1,236.00	1,269.00
Commercial buildings (per 1,000 sq. ft.)	1,877.00	1,928.00
Office and Other Services (per 1,000 sq. ft.)	1,877.00	1,928.00
Industrial buildings (per 1,000 sq. ft.)	442.00	454.00

...

Section 7. Section 7.5-32 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 7.5-32. Transportation expansion fee.

There is hereby established a transportation expansion fee which shall be imposed pursuant to the provisions of this Article for the purpose of funding transportation improvements related to the provision of transportation services. Such fees shall be payable prior to the issuance of any building permit for a residential, commercial, office and other services, or industrial structure. These fees shall be deposited in the "transportation improvements fund" established in § 8-87. The amount of such fee shall be determined as follows:

TRANSPORTATION EXPANSION FEE SCHEDULE

	As of March 1, 2024	As of January 1, 2025
Resid., up to 700 sq. ft.	2,903.00	\$2,958.00
Resid., 701 to 1,200 sq. ft.	5,391.00	5,493.00
Resid., 1,201 to 1,700 sq. ft.	7,000.00	7,133.00
Resid., 1,701 to 2,200 sq. ft.	8,185.00	8,341.00
Resid., over 2,200 sq. ft.	8,774.00	8,941.00
Commercial (per 1,000 sq. ft.)	10,682.00	10,885.00
Office and Other Services (per 1,000 sq. ft.)	7,869.00	8,091.00 8,019
Industrial/Warehouse (per 1,000 sq. ft.)	2,540.00	2,588.00

Section 8. Section 7.5-71 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 7.5-71. Neighborhood parkland capital expansion fee.

...

(b) The amount of the fee established in this Section shall be determined for each dwelling unit as follows:

	<i>As of March 1, 2024</i>	<i>As of January 1, 2025</i>
Resid., up to 700 sq. ft.	\$2,226.00	\$2,286.00
Resid., 701 to 1,200 sq. ft.	2,980.00	3,060.00
Resid., 1,201 to 1,700 sq. ft.	3,255.00	3,343.00
Resid., 1,701 to 2,200 sq. ft.	3,288.00	3,377.00
Resid., over 2,200 sq. ft.	3,664.00	3,763.00

...

Section 9. The Council by this Ordinance is temporarily suspending the timeframe for adjustment of the Capital Expansion Fees analysis set out in City Code Section 7.5-18.

Introduced, considered favorably on first reading on November 19, 2024, and approved on second reading for final passage on December 3, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: December 13, 2024
Approving Attorney: Jenny Lopez Filkins

ORDINANCE NO. 173, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING CHAPTER 26 OF THE CODE OF THE CITY OF FORT
COLLINS REGARDING CALCULATION AND COLLECTION OF
DEVELOPMENT FEES IMPOSED FOR THE CONSTRUCTION OF
NEW OR MODIFIED ELECTRIC SERVICE CONNECTIONS

A. The City Council is empowered and directed by City Charter Article XII, Section 6, by ordinance from time to time, to fix, establish, maintain and provide for the collection of such rates, fees or charges for utility services furnished by the City as will produce revenues sufficient to pay the costs, expenses and other obligations of the electric utility, as set forth therein.

B. Pursuant to City Code Sections 26-473 through 26-475, the City imposes development fees for new or modified electric service connections, including an Electric Capacity Fee (“ECF”) and a Building Site Charge (“BSC”).

C. The ECF is a one-time charge designed to recover the initial cost of adding new development to the electric system, and the BSC is designed to recover actual time and materials costs associated with building on site electric facilities at the specific development.

D. The ECF and BSC together represent the total electric plant investment fee for new development.

E. Fort Collins Utilities staff uses an approved cost allocation methodology to calculate ECF and BSC to assign costs based on actual system value, i.e. the “buy-in” approach also used to calculate service connection fees for water and wastewater services.

F. The values and costs used in applying this cost allocation methodology are reviewed and updated at least every two years.

G. At a regular meeting on October 24, 2024, the Energy Board considered proposed 2025 ECF and BSC rate adjustments and recommended approval.

H. Based on the foregoing, it is the desire of the City Council to amend Chapter 26 of the City Code to update the values and costs applied in calculating ECF and BSC for new or modified electric service connections.

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. Subsections 26-474 (b) and (d) of the Code of the City of Fort Collins are hereby amended to read as follows:

Sec. 26-474. - Residential electric development fees and charges.

...

(b) The ECF shall be the total of the dwelling unit charge and systems modification charge, to be determined as follows:

(1) The dwelling unit credit shall be as follows:

For upgrade of an existing single family panel size, to be applied against the applicable ECF charge below	\$2,131
--	---------

(2) The dwelling unit charge shall be as follows:

a. Charge for a detached or attached single-family or multi-family panel size with two hundred (200) amp service	\$2,683
c. Charge for a detached or attached single-family panel size with three hundred and twenty (320) amp service	\$4,294
d. Charge for multi-family panel size with one hundred fifty (150) amp service, per dwelling unit	\$1,885

...

(d) A Building Site Charge (“BSC”) for any new or modified residential service shall consist of the actual cost of construction, labor, materials, and equipment reasonably related to and required in providing electric services to the residential site. The BSC shall be reviewed and adjusted as provided in Section 26-473(b).

...

(2) When any new residential service, on a previously undeveloped parcel, requires installation by the Utility of secondary service the BSC shall include a base secondary service charge (SSC) and linear foot charges, and shall be paid at the time of building permit based upon the current rates as of the time of issuance of the building permit.

(3) The customer shall be responsible for secondary service installation and maintenance from the point of delivery to the service panel for multi-family dwellings.

...

Section 2. Subsections 26-475 (b) and (d) of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 26-475. - Nonresidential electric development fees and charges.

...

(b) The ECF shall be the total of the kVA service charge and systems modification charge, to be determined as follows:

(1) The kVA service charge shall be determined as follows.

a. For customer electric loads served by the utility, the kVA service charge shall be calculated as follows:

ECF shall be calculated as follows:	
secondary metered services	$\$/kW = \$465.52 + \$29.76 \times \ln(kW)$
primary metered services	$\$/kW = \$309.69 + \$8.09 \times \ln(kW)$
Where ln is the natural logarithm	
kW is calculated as follows:	
three phase services	$kW = A \times V \times \text{SQRT}(3) \times \text{PF} \times 0.3/1000$
single phase services	$kW = A \times V \times \text{PF} \times 0.3/1000$
Where A is the requested amperage, calculated individually and aggregated under subsection (a) above. V is requested line to line voltage. PF is the power factor, which is assumed to be 0.9.	

...

(d) A Building Site Charge (“BSC”) for extending primary circuitry to the transformer for any new or modified nonresidential service shall be invoiced and paid in the same manner and at the same time as the ECF is invoiced and paid pursuant to § 26-475(a). The BSC shall be the total of the primary circuit charge, transformer installation charge and any additional charges, based on the actual cost of construction, labor,

materials, and equipment reasonably related to and required in providing electric services to the nonresidential site. The BSC shall be reviewed and adjusted as provided in Section 26-473(b).

Actual special costs to the utility of installation of service resulting from site conditions shall be included in the BSC as additional charges. Such conditions may include, but are not limited to, frozen or rocky soil, concrete cutting and asphalt replacement.

...

Section 3. The modifications set forth above shall be effective for all fees paid on or after January 1, 2025.

Introduced, considered favorably on first reading on November 19, 2024, and approved on second reading for final passage on December 3, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: December 13, 2024
Approving Attorney: Cyril Vidergar

ORDINANCE NO. 174, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING CHAPTER 26 OF THE CODE OF THE CITY OF
FORT COLLINS TO REVISE STORMWATER PLANT
INVESTMENT FEES

A. The City Council is empowered and directed by City Charter Article XII, Section 6, by ordinance from time to time, to fix, establish, maintain, and provide for the collection of such rates, fees or charges for water and for other utility services furnished by the City as will produce revenues sufficient to pay the costs, expenses, and other obligations as set forth therein.

B. Article VII, Chapter 26 of the City Code establishes the stormwater utility as a utility service furnished by and as an enterprise of the City.

C. City Council has adopted stormwater basin and City-wide master plans recommending stormwater facilities necessary to provide for proper drainage and control of flood and surface waters within the City.

D. In 1998, City Council adopted Ordinance No. 168, 1998, determining that all lands within the City benefit by the installation of such stormwater facilities.

E. Existing stormwater rate payers have paid for the design, right-of-way, and construction of stormwater facilities identified in the drainage basin master plans that will benefit and be utilized by new development.

F. City Council has determined that new development should pay its proportionate share of the costs of capital stormwater facilities in existence at the time of development in the form of a stormwater plant investment fee as established by City Code Section 26-512 ("Stormwater PIF").

G. City Code Section 26-511 requires that the City Manager review the rates and parameters for the Stormwater PIF annually and present them to City Council for approval no less frequently than biennially.

H. The City Manager and City staff have also recommended to the City Council adjustment of the Stormwater PIF as set forth herein.

I. Based on the foregoing, City Council desires to amend Chapter 26 of the City Code to adjust the Stormwater PIF as set forth herein.

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 26-512 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 26-512. - Stormwater plant investment fees established.

...

(2) Plant investment fee base rate. The stormwater plant investment fee base rate is hereby established as follows:

Per gross acre of area	\$12,012
------------------------	----------

...

Section 2. The modifications set forth above shall be effective for all fees paid on or after January 1, 2025.

Introduced, considered favorably on first reading on November 19, 2024, and approved on second reading for final passage on December 3, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: December 13, 2024
Approving Attorney: Eric Potyondy

File Attachments for Item:

19. Resolution 2024-141, Approving a Three-Year Collective Bargaining Agreement with the Northern Colorado Lodge #3 of the Fraternal Order of Police.

The purpose of this item is to approve a bargaining agreement between the City and the Northern Colorado Lodge #3, Colorado Fraternal Order of Police (FOP), and authorize execution of such agreement. The City and the FOP, using an Interest Based Bargaining (IBB) approach, engaged in negotiations regarding the terms and conditions of a possible bargaining agreement for 2025, 2026, and 2027. City staff and the FOP have tentatively reached an agreement. Fraternal Order of Police members plan to vote to ratify the proposed contract on December 2, 2024, and staff will provide the Council with those results.

December 3, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Tyler Marr, Deputy City Manager

SUBJECT

Resolution 2024-141, Approving a Three-Year Collective Bargaining Agreement with the Northern Colorado Lodge #3 of the Fraternal Order of Police.

EXECUTIVE SUMMARY

The purpose of this item is to approve a bargaining agreement between the City and the Northern Colorado Lodge #3, Colorado Fraternal Order of Police (FOP), and authorize execution of such agreement. The City and the FOP, using an Interest Based Bargaining (IBB) approach, engaged in negotiations regarding the terms and conditions of a possible bargaining agreement for 2025, 2026, and 2027. City staff and the FOP have tentatively reached an agreement. Fraternal Order of Police members plan to vote to ratify the proposed contract on December 2, 2024, and staff will provide the Council with those results.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

In August 2004, City voters passed Citizen Ordinance No. 001, which modified the City Code to provide for collective bargaining between the City and members of the Police Services bargaining unit. Members of the bargaining unit selected the Northern Colorado Lodge #3, Colorado Fraternal Order of Police (FOP), to serve as their bargaining agent. The first bargaining agreement was approved in 2006. Since 2011, the City and FOP have utilized an interest-based bargaining (IBB) approach rather than traditional bargaining. During negotiations, the City focuses on the following areas:

- Fostering and preserving public trust and ensuring community safety;
- Keeping Bargaining Unit (BU) members at a competitive position in the Front Range market for total compensation;
- Good stewardship of resources;
- Employee safety and well-being; and
- Consistency of policies and benefits as compared to other City employees, recognizing the unique characteristics of police work.

Adoption of the Resolution will approve the terms and conditions of employment for members of the bargaining unit for 2025, 2026, and 2027 and authorize the City Manager to execute the agreement on behalf of the City. The proposed Collective Bargaining Agreement is on file with the City Clerk’s Office and covers 229 sworn officers and 46 civilian Dispatch and Community Service Officer positions.

Summary of Changes from Previous Contract

- Added clarifications on how to use Memorandum of Understandings and Amendments during the term of the contract, if needed.
- Doubled Compensation Time maximum carry-over balance to 240 hours.
- Doubled time (from 9 to 18 minutes of straight time for every hour providing training) for Field Training Officer and Communications Training Officer compensation.
- Increased clothing allowance from \$425 to \$700/year in 2025 and removed the prorating feature; increased boot allowance to \$160 in 2025 and in every year following 2025, the amount of reimbursement will be increased by the change in the Consumer Price Index from the preceding year. This will be determined as part of the salary-setting process described in Article 8.
- Expanded use of Worked Holiday to all CBU members with supervisor approval.
- Increased Military leave from 120 to 300 hrs. and extended accruals/seniority while deployed/training; this change is being made Citywide.
- Move military members’ PEHP % to their 457 if they are in the military TRICARE health care plan.
- Increases to City contribution for 457 to be a total new contribution of 0.4% in 2025, 0.7% in 2026 (additional 0.3%), and 1.0% in 2027 (additional 0.3%).
 - Community Service Officers are included for the first time to receive these City contribution percentages.
 - This change is market-competitive and acknowledges that the CBU does not qualify for social security.
- Aligned language for the recent benefit changes already made for all benefited City employees.
- Language clean-up for the on-call process, and the contract and disciplinary grievance processes.

CITY FINANCIAL IMPACTS

This contract is expected to cost the City up to an additional \$709,645 over the baseline of the existing contract. Exact numbers could vary based on participation in the 457 program and reimbursements.

The biggest component of this cost increase would come from the increases in 457 contributions, totaling up to \$608,425 and broken down by year in the following way:

Total 457 contribution new in this contract:

2025	.4%	\$109,450
2026	.7%	\$200,160
2027	1.0%	\$298,815

If fully utilized over the course of the three-year agreement, the increase in clothing and boot allowances would cost \$42,900 and \$58,320 respectively.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Resolution for Consideration
2. Exhibit A to Resolution
3. Proposed 2025-2027 Collective Bargaining Agreement with tracked changes
4. Presentation

RESOLUTION 2024-141
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING A THREE-YEAR COLLECTIVE BARGAINING
AGREEMENT WITH NORTHERN COLORADO LODGE #3 OF
THE FRATERNAL ORDER OF POLICE

A. On August 10, 2004, the electors of the City approved at a special City election an ordinance that contains a comprehensive scheme for collective bargaining between the City and certain employees of its Police Services (the "Ordinance").

B. The Ordinance amended the City Code by adding a new Division 7 to Article VII Chapter 2 of the Code entitled "Public Safety Administration Cooperative Agreement.

C. On September 28, 2005, the District Court for Larimer County, Colorado, entered an Order in Case Number 05-CV-1146 invalidating portions of the Ordinance dealing primarily with binding arbitration and leaving intact those portions of the Ordinance requiring good faith negotiations between the City and the designated bargaining agent.

D. Pursuant to the provisions of the Ordinance, the Northern Colorado Lodge #3, Colorado Fraternal Order of Police ("FOP") was selected as the designated bargaining agent for those employees of Police Services who are members of the bargaining unit.

E. In 2006, the City and the FOP entered into a collective bargaining agreement for 2006-2007 and, since that time, the parties have approved and executed subsequent agreements for each ensuring a two-year period until a one-year period for the year 2018 and then three-year periods since 2018.

F. The latest such agreement will expire on December 31, 2024.

G. The City and the FOP have, pursuant to the provisions of the Ordinance, again engaged in negotiations regarding the terms and conditions of a new collective bargaining agreement for a three-year term to begin in 2025.

H. The City Manager has recommended the City Council approval of such agreement.

I. The members of Lodge #3 of the Fraternal Order of Police opened voting on November 20, 2024 with the voting to be closed on December 2, 2024, to approve and ratify that certain collective bargaining agreement, a copy of which is attached as Exhibit "A", attached hereto and incorporated herein by this reference.

J. The City Council, having considered the terms and conditions of the proposed agreement, believes that it would be in the best interests of the City to approve the same.

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 Council hereby approves the terms and conditions of that certain collective bargaining agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference and authorizes the City Manager to execute the collective bargaining agreement on behalf of the City

Passed and adopted on December 3, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: December 3, 2024
Approving Attorney: Sara Arfmann

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF FORT COLLINS, COLORADO
AND
THE NORTHERN COLORADO LODGE #3,
COLORADO FRATERNAL ORDER OF POLICE**

JANUARY 1, 2025 – DECEMBER 31, 2027

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Article 1: PREAMBLE

This Agreement entered into between the CITY OF FORT COLLINS (hereinafter referred to as "City"), and the NORTHERN COLORADO LODGE #3, COLORADO FRATERNAL ORDER OF POLICE (hereinafter referred to as "FOP") has as its purpose the establishment of a productive relationship between the City and the FOP, and to set compensation and certain other conditions of employment subject to the provisions of the City Charter.

The Agreement is in accordance with those provisions of Division 7 of Article VII, Chapter 2 of the City Code, which continue to be in effect in accordance with the Order and Final Judgment in *City of Fort Collins, et al v. Northern Colorado Lodge #3, Colorado Fraternal Order of Police*, Case No. 05-cv-1146.

The City recognizes the Northern Colorado Lodge #3, Colorado Fraternal Order of Police as the sole and exclusive bargaining agent for the members of the Bargaining Unit, which consists of all full time sworn police officers maintaining the rank of Lieutenant and below of the Police Department of the City of Fort Collins, and Community Service Officers and Dispatchers of the Police Department equivalent to the rank of Lieutenant/Manager or below.

Article 2: LENGTH OF AGREEMENT

- A. **Term.** The terms of this Agreement shall be in effect from January 1, 2025 through December 31, 2027.
- B. **Memorandum of Understanding.** There are no Agreement openers unless both sides agree an opener is needed for a particular subject and specified in this Agreement. Nothing shall preclude the parties from agreeing to enter into Memorandums of Understanding ("MOUs") from time to time concerning matters of contract interpretation.

The parties agree that MOUs are to be used to clarify existing language and terms contained in the Agreement and not to address new topics outside of the existing Agreement or change the existing Agreement. Such MOUs shall be in effect upon the signatures of the City Manager and the FOP President.

- C. **Amendments.** Any Amendment to the terms and conditions provided in this Agreement will be a matter of negotiations between the parties from time to time, provided that both parties are willing to negotiate on the matters to be addressed. The parties agree that an Amendment to the Agreement will be solely used to change or alter existing articles that pose issues of mutual concern or address new matters of mutual concern.

Any Amendments agreed upon by both parties shall be in writing and subject to approval and vote of the CBU and the City Council to be valid. Properly authorized Amendments shall be included in, and form part of, the Agreement as of the effective date stated in the Amendment.

Article 3: DISCRIMINATION

The City and the FOP agree not to discriminate against any employee covered by this Agreement on account of FOP or City activity, or membership or non-membership in the FOP.

The provisions of this Agreement shall apply equally to all covered employees, without regard to sex, marital status, race, color, creed, national origin, age, religion, or disability. The City shall not discriminate against any employee because the employee has formed, joined, or chosen to be represented by the FOP.

The Parties shall not discriminate on the basis of sex, marital status, race, color, creed, national origin, age, religion, or disability.

Article 4: MANAGEMENT RIGHTS

- A. Except where limited by express provisions elsewhere in this Agreement, nothing in this Agreement shall be construed to restrict, limit or impair the rights, powers and authority of the City as granted to it by constitutional provision, statute, charter, existing ordinances, or special act, and the City has the sole and exclusive right to exercise all rights and functions of management, including but not limited:
1. To determine the overall mission of the City as a unit of government.
 2. To maintain and improve the efficiency and effectiveness of City operations.
 3. To determine the services to be rendered, the operations to be performed, the technology to be utilized, or the matters to be budgeted.
 4. To determine the overall methods, processes, means, job classifications or personnel by which City operations are to be conducted.
 5. To direct, supervise, hire, promote, transfer, assign, schedule, retain, or lay-off employees.
 6. To suspend, discipline, discharge, and demote all employees.

7. To relieve employees from duties because of lack of work or funds, or under conditions where the City determines continued work would be inefficient or nonproductive.
 8. To take whatever other actions may be necessary to carry out the wishes of the public not otherwise specified herein or limited by a collective bargaining contract.
 9. To take any and all actions to carry out the mission of the City in cases of emergency.
 10. The determination of policy affecting the selection or training of new employees.
 11. The scheduling of operations, the establishment, amendment and enforcement of Police Department rules, regulations and orders.
 12. The transfer of work from one position to another within the Police Department.
 13. The determination of the number of ranks and number of personnel within each rank or in each job classification.
 14. The introduction of new, improved, or different methods and techniques of operation of the Police Department or a change in existing methods and techniques.
- B. In matters not specifically covered by language within this Agreement, the City shall have the clear right to make unlimited decisions in such areas and such decisions shall not be subject to the grievance procedure.

Article 5: COMMUNICATION TO BARGAINING UNIT MEMBERS

- A. Bulletin Boards. The FOP shall be permitted to construct, install, and maintain informational bulletin boards which shall display information relevant to bargaining unit members. Bulletin boards shall be maintained at member work sites. No obscene or objectionable material may be displayed on the bulletin boards nor shall any officer, official, or employee of the City be held up to public ridicule on the bulletin boards. The Chief of Police shall have the right to determine the location of the bulletin boards.
- B. Ballot Boxes. With the prior approval of the Chief of Police, the FOP shall be permitted to place ballot boxes at the police department work sites for the purpose of collecting member's votes on FOP issues subject to ballot vote.

The Chief of Police shall be given notice before the ballot boxes are placed at work sites. FOP ballot boxes shall be the property of the FOP.

- C. Limitations on FOP Communications. All communication to members involving methods specified in this Agreement shall be reasonable and limited to providing information relevant to conducting normal FOP business and providing information to members regarding FOP business or bargaining unit representation. No communications in this manner shall be inflammatory, derogatory, personally abusive, or in violation of the City's information delivery policies.
- D. Shift Meeting Attendance and Employee Work Areas. With the prior approval from the appropriate supervisor, the Department shall allow members of the Bargaining Unit to make presentations, or answer questions at shift briefings and other employee meetings. Such activity shall not interfere with department operations.

Article 6: FRATERNAL ORDER OF POLICE DUES DESIGNATION

- A. The FOP will prepare and distribute to Bargaining Unit members a form that allows the members to choose between the following options pertaining to costs associated with collective bargaining:
1. Join the FOP and pay the full amount of dues, as determined by the FOP.
 2. Pay any amount the employee wishes to support the bargaining process.
 3. Elect to pay nothing.
- B. The City agrees to deduct FOP dues, donations, and assessments from the pay of such employees who individually request in writing that such deductions be made on a form agreeable to the City. The dues and assessments shall be deducted from the second paycheck of each calendar month and forwarded within 10 days to a location or account as designated by the FOP. The FOP shall certify to the City the amounts of the dues and assessments to be deducted. The FOP shall provide the City payroll department not less than 14 days written notice of a change in deduction amount. The request for deduction from pay may be revoked by the employee by providing the City Payroll Department with not less than 14 days written notice. Within 14 days of the date of receipt of a member's notice of discontinuance of dues or assessment payroll deductions, the City will provide a copy of such request for discontinuance to the FOP.

- C. The FOP agrees that it will indemnify and save the City harmless from all suits, actions, and claims against the City or persons acting on behalf of the City whether for damages, compensation, or any combination thereof, arising out of the City's compliance with the terms of this provision. The FOP shall reimburse the City for any and all reasonable costs and reasonable attorneys' fees arising out of the defense of any such action against the City.
- D. On or before the 15th day of each calendar month, the City shall provide an accounting to the FOP of all members of the Bargaining Unit and of the amount of deduction, if any, made on behalf of such member.

Article 7: FOP STATUS AND RIGHTS

- A. Right of Organization. Bargaining Unit members shall have the right to join and participate in the FOP.
- B. Right of Representation. Bargaining Unit members shall have the right to be represented by the FOP to negotiate collectively with the City in the determination of certain conditions of employment, and the administration of grievances for the purposes of administering this Agreement.
- C. Release for FOP Business. The designated FOP Chief Negotiator, who is a member of the Bargaining Unit, shall be released from duty and compensated by the City at the individual's regular rate of pay for up to eighty (80) hours during the final year of the term of this Agreement. The Chief Negotiator, with supervisory approval, shall determine when and how they use those 80 hours during the negotiation year. The time off shall be used to prepare for the upcoming bargaining session(s).

During negotiations, up to three (3) additional FOP bargaining unit employees will be released from duty and compensated by the City at the individual's regular rate of pay one hour prior to the start of negotiations at the table, while at the bargaining table and one hour after the conclusion of that day's negotiation session. All time spent by the FOP Chief Negotiator and these employees at the bargaining table, up to a total maximum of eighty (80) hours, shall be paid at straight time by the City.

- D. FOP Leave Time Bank. The City and the FOP agree to facilitate FOP Leave Time for the sole and exclusive use of the FOP in accordance with this Article. The FOP Leave shall be funded by the voluntary donations of leave time made by members of the Bargaining Unit, drawn from the member's vacation, holiday, and/or award time leave banks available during the leave benefit year.

Donations of leave time from any one member shall be in an amount of not greater than ten (10) hours of leave time per leave benefit year. Donations of leave time shall be made by members in the pay periods immediately following February 1st and December 1st of each calendar year.

By February 1st of each year of this contract, the City will notify the CBU of the total donated hours. The CBU will vote to determine how those hours are divided between its FOP officers and/or members. The FOP will advise the City of those determined allocations so that the City may apply them to the individual leave balances of the designated recipients.

FOP Leave Time shall be utilized on an hour-for-hour basis by the FOP solely for the purposes of having a representative(s) participate in negotiations with the City, attend local, state, and national FOP conferences, meetings, seminars and training; attending other training or functions related to labor/management relations, and/or attending to FOP business. Donated leave time maintained as FOP Leave Time shall be carried over from one leave benefit year to the next to a maximum of one thousand (1,000) hours across those officers assigned it. Unused FOP Leave Time in each recipient's available balance shall be carried over from one benefit year to the next.

While the authorization to utilize hours from FOP Leave Time is within the discretion of the FOP, the employee who will use the leave must request authorization for absence from normal duty shifts and responsibilities and is subject to their supervisor's approval. Banked FOP Leave Time is transferrable to another CBU member with the approval of the president and a second executive board member.

Article 8: SALARY

Compensation is dependent on a combination of attained skill level and market data. Compensation adjustments are achieved when an employee advances to the next skill level by achieving the expected outcomes and accomplishments in established skill level performance standards. Employees who are on a performance improvement plan are ineligible to receive a market increase at the time annual adjustments are made. However, an employee who successfully completes the performance improvement plan and maintains one full evaluation period of satisfactory job performance ("on-track" or "outperforming" performance rating), based on his/her supervisor's recommendation, is eligible for an appropriate market increase that was provided to others in the same position and skill level at the time market adjustments were made. The increase will be effective on the first day of the pay period following the completion of the full quarter of the achieved "on-track" or "outperforming" performance.

If market data shows a decrease in market pay, compensation for employees in that position will remain unchanged and will not decrease.

Salary Levels

By no later than January 12, the parties will meet to reconcile the Market-Based Pay Data Collection and the approved Market-Based Pay Schedules, the Market-Based Pay Schedule for the jobs specified below:

- Police Officer
- Police Sergeant
- Police Lieutenant
- Community Service Officer
- Community Service Officer Supervisor
- Communications Dispatcher
- Communications Supervisor
- Communications Manager

Pay adjustments for all above-listed jobs shall be based on market data.

The City will collect all market data that is available not later than January 5th of each year. This data shall be combined with any market data from the previous year from those comparable jurisdictions that have not yet announced current year market data. Market data shall be based upon the previously agreed upon comparable jurisdictions:

- The City of Aurora,
- City of Arvada,
- City of Boulder,
- City and County of Broomfield,
- City and County of Denver,
- City of Greeley,
- City of Lakewood,
- City of Longmont,
- City of Loveland,
- City of Thornton,
- City of Westminster, and
- Larimer County.

Dispatcher market data will consider that from the:

- Weld County combined center,
- Jefferson County combined center, and
- Boulder County Sheriff's communications.

Previously agreed upon job titles and pay range maximums from those jurisdictions, where applicable, will be used to determine the average of the pay range maximums including the 50% adjustment for agencies that set a higher salary point for detectives within the officer job title.

- Skill Level 1 CSO Supervisor pay will be set at 15% above Skill Level 5 CSO pay and Skill Level 2 CSO Supervisor pay will be set at 20% above Skill Level 5 CSO pay.

The adjusted market data for the comparable jurisdictions shall be rank ordered from high to low and Bargaining Unit members' salary levels for each job title shall be determined for the top skill level, using the adjusted market data and match the 4th ranking of the twelve comparable jurisdictions. In the event salary increases are granted to the rest of the City of Fort Collins employees in excess of the percentage increases determined by the formula outlined in this article, BU members shall receive the higher of the two increases.

So long as all requested and necessary information is received in a timely manner, awarded pay adjustments will be implemented no later than the second pay period of January in the applicable year. However, in the event of circumstances beyond the participating parties' control or a delay in the receipt of the requested salary survey data, and upon mutual agreement between participating parties, the awarded pay adjustments may be implemented as of the first pay period of February in the applicable year.

Article 9: OVERTIME COMPENSATION

- A. Non-exempt employees shall be compensated for all time worked. Such employees shall be compensated for overtime worked in accordance with applicable state and federal laws and regulations and pursuant to this provision.
- B. All employees shall be on a seven-day, 40-hour work period schedule. The work period shall start at 0001 hours of each Monday and run for a seven consecutive day period. The reporting of work time shall use one-tenth of an hour (six minutes) system.
- C. Overtime compensation may be in the form of wages, known as "overtime pay," or time off, known as "compensatory time." Only non-exempt employees are eligible to earn overtime pay or earn or use compensatory time. Exempt employees are ineligible to earn overtime pay or compensatory time, except for limited operational deployment hours as approved by the Deputy Chief of Police, an assistant chief, or the Director, and may informally flex their time in accordance with City policy and as approved by the employee's supervisor.

- D. Overtime pay shall be paid at a rate of time-and-one-half, based on the employee's hourly rate.
- E. In lieu of overtime pay, non-exempt employees may request to accrue compensatory time, and supervisors have the discretion to grant or deny such requests based upon personnel needs, budgetary constraints, and other business reasons. One-and-one-half hours of compensatory time is earned for each hour of overtime worked.

An employee in the Communications career line shall not accrue more than two hundred forty (240) hours of compensatory time unless the advance permission of the employee's Assistant Chief or Director is obtained. An employee in Sworn positions and Community Service Officers shall not accrue more than two hundred forty (240) hours of compensatory time unless the advanced permission of the employee's Deputy Chief or an assistant chief is obtained. In no event shall an employee accrue more than two hundred forty (240) hours of compensatory time. Employees must have prior approval before utilizing accrued compensatory time. Such factors as workload, minimum staffing requirements, overtime costs for replacement employees and resource availability shall be taken into account prior to granting approval to determine whether the grant of compensatory time would be unduly disruptive to the operation of the Agency.

Upon the request of an employee for use of compensatory time, the City will attempt to allow the use of compensatory time within one hundred twenty (120) days of the request. Use of accrued compensatory time shall not be used for imposing or affecting disciplinary action. Employees may request payment for their accrued compensatory time by making a written request to their supervisor. The City may, in its sole discretion, approve or deny the request. Additionally, the City may, in its sole discretion, when the City determines it cannot grant use of compensatory time within one hundred twenty (120) days and the employee has not withdrawn his/her request, cash out the employee for the requested compensatory time amount, whether or not the employee has requested payment. Compensatory time shall be convertible to cash payment at the time of termination of employment.

- F. All requests for overtime compensation (pay or compensatory time) must be approved in advance when possible, by a Department supervisor.
- G. All non-exempt employees shall be advised by their supervisor of their official daily starting time and quitting time. Such employees are not authorized to start work prior to their officially scheduled starting time, nor are they authorized to work beyond their officially scheduled quitting time without prior supervisory approval. This paragraph shall not apply to those situations where a police officer responds to a police emergency or takes action on observed violations while operating a police vehicle.

- H. Non-exempt employees shall only receive overtime compensation in any of the following situations:
1. Hours actually worked (including Standby Compensation per that provision of this Agreement) exceeds 40 hours in the seven-day work period.
 2. The combination of hours actually worked (including Standby Compensation per that provision of this Agreement) and the use of holiday, vacation, emergency, compensatory, award, or sick leave exceeds 40 hours in the seven-day work period. For purposes of determining eligibility for overtime compensation, employees may not use more than 40 hours of the specified leave in any work period, nor may an employee use more than 8 or 10 hours of the specified paid leave in any workday, depending upon the length of the employee's regularly scheduled workday.
 3. Hours an employee is required to work when the employee was previously approved by his/her supervisor to be on vacation, holiday, compensatory, or award time leave.
 4. Hours for Subpoenaed Court Appearances Time per that provision of this Agreement.
 5. Hours for Immediate Call to Duty Time per that provision of this Agreement.
- I. Supervisors may adjust any employee's work schedule within the designated work period to reduce the impact of overtime compensation within the stated work period.
- J. With the exceptions of sworn police officers and community service officers working a patrol schedule and dispatchers, meal breaks will not be compensated unless work demands are such that it precludes an employee from taking a meal break. Employees shall be relieved of all duties, including answering the telephone, and be free to leave their duty post during their non-compensated meal breaks. Except for sworn police officers working a Patrol schedule and dispatchers, prior supervisory approval must be obtained for compensation of meal breaks.

Article 10: SUBPOENAED COURT APPEARANCES

- A. This article applies to non-exempt employees placed on the Municipal Court docket or who receive subpoenas requiring their appearance in court or DOR hearings (including Express Consent hearings).

- B. Since the granting of overtime is based on Agency need, should both the prosecutor's office and the court (or, in the case of a DOR matter, the hearing officer) excuse a non-exempt employee from further testimony, the continued presence of the employee in the proceedings will not be compensable. Prior to testimony, or upon the completion of testimony, the employee shall, to the extent possible, seek to determine if his/her continued presence is required. If it appears that the employee is not needed for further testimony, they shall request to be excused.
- C. Court-related meal breaks shall not be compensated.
- D. Non-exempt employees shall submit their overtime entries/reports as soon as possible after a court appearance to a supervisor for approval.
- E. Off-duty attendance at any court or DOR hearing pursuant to this article will be compensated at time and one-half for either the actual time the non-exempt employee spends or for two (2) hours, whichever is greater, provided that the two (2) hour minimum does not overlap with the employee's regularly scheduled work hours. At the request of the employee and with the approval of the supervisor, the employee may be granted compensatory time in lieu of overtime compensation.
- F. Employees may receive the two-hour minimum compensation for up to two (2) times per day. In the event there are three (3) scheduled meetings, time will be compensated at the rate of actual time spent in addition to the two (2) two-hour minimums.

Article 11: FILINGS AND MEETINGS WITH THE DISTRICT ATTORNEY AND DEPARTMENTALLY SCHEDULED MEETINGS

- A. The need for a non-exempt employee to file a case with the District Attorney's Office outside of his/her scheduled duty shift, or attend required meetings with the District Attorney's Office scheduled outside a non-exempt employee's duty shift shall not be considered subpoenaed court appearance status and shall be considered as overtime. Employees will be compensated for either the actual time spent completing such filings and attending such meetings or for the minimum of two (2) hours at the rate of time and one-half (after the employee has reached their 40-hour work week), whichever is greater, provided that the two (2) hour minimum does not overlap with the employee's regularly scheduled work hours or with any subpoenaed court appearance time as described in the prior Article.
- B. The need for a non-exempt employee to attend a Departmentally scheduled meeting outside the employee's regular duty shift shall be considered as overtime and they will be compensated in accordance with Article 9.

Employees required to attend will be compensated for either the actual time spent at such meeting or for the minimum of two (2) hours at the rate of time and one-half (after the employee has reached their 40-hour work week), whichever is greater, provided that the two (2) hour minimum does not overlap with the employee's regularly scheduled work.

- C. The employee must have the approval of their immediate supervisor, or the one requiring their attendance, prior to attending any meeting scheduled for a time outside the employee's scheduled duty shift.

Article 12: STANDBY COMPENSATION

- A. "Standby status" is defined as a non-exempt employee having been instructed by any person serving in a supervisory capacity to be available for immediate call to duty. Standby status is in effect any time the department restricts an employee so that the employee must be immediately available to respond to duty via notification by electronic messaging, telephone, or any other accepted method of notification. Standby compensation shall commence at the time that the restriction begins, as designated by the supervisor. Standby status will end at the notification of the employee by a person in a supervisory capacity or at the predetermined scheduled conclusion. The department shall notify the employee of the standby hours, when possible, at the initial standby notification. Time spent on designated standby status shall be considered time worked for the calculation of overtime within a work week. Stand-by status is much more restrictive than On-Call status.

Article 13: IMMEDIATE CALL TO DUTY

- A. Immediate Call To Duty is defined as the right of the City to require an employee to immediately respond to duty at a time other than the employee's normally scheduled shift in response to an emergency situation as defined in the sole discretion of the City. For an Immediate Call To Duty, Call To Duty time shall commence at the time the employee is given notice of Call To Duty and will end when the appropriate supervisor releases him or her from duty. Employees who have been placed On Call or on Standby shall not be eligible for Immediate Call to Duty pay.
- B. No employee shall have the right to receive Immediate Call To Duty time if the reason the employee is being called back is to rectify a situation that is the result of the employee's failure to complete a normally accepted routine shift task as determined by the employee's supervisor. Examples of routine shift tasks are: completion of necessary documents, securing of special

equipment, downloading information from devices such as cameras or completion of reports.

- C. Immediate Call To Duty pay shall be a minimum of two (2) hours of overtime pay or actual time worked at overtime rate, whichever is greater. However, when the Immediate Call To Duty time is less than two (2) hours and is contiguous to the employee's scheduled shift, the two (2) hour minimum shall not be applicable. At the request of the employee and with the approval of the supervisor, the employee may be granted compensatory time in lieu of overtime compensation.

Article 14: ON-CALL COMPENSATION

- A. Employees required by the department to be On-Call and respond when requested shall be compensated at the rate of one and one-half hours (1.5) of straight time for each day for which the employee is On-Call. Employees may choose to be paid in cash, or with supervisor approval, compensatory time.
- B. An Employee is on On-call status when he/she is directed to be available and designated as On-call for a specified time period as determined by a supervisor via telephone, text, police radio, or other means of communication so that they are available for and capable of reporting for work within thirty (30) minutes. These individuals may be supplied with City communication devices such as cellular phones or radios to ensure their availability. On-call status limitations and response requirements are less severe than those associated with Standby status, and the employee is permitted to engage in personal activities that are not inconsistent with the purposes for being On-Call.

Article 15: ORDER-IN

A. Order-In

1. "Order-In" is defined as the right of the City to order an employee to report for duty and work a shift/assignment, at a future date and time, other than the employee's normally scheduled shift and/or assignment.
 - a. This article does not affect the call-out plans of collateral assignments (e.g. SWAT).
 - b. Additionally, compensation for an order-in will be paid from the time the scheduled assignment begins until the time the employee is released from that assignment.
 - c. Unless the order-in assignment immediately precedes, or follows, a scheduled shift/assignment, the employee will be paid a minimum of two hours of overtime based upon eligibility due to other hours worked in the same pay week.

- i. In those instances, the assignment immediately precedes or follows a scheduled shift/assignment, the ordered-in employee will be paid overtime for the actual number of hours worked outside that scheduled shift/assignment.
- 2. The City should give notice as soon as it determines that an employee will be ordered-in, and as soon as it determines an employee will be called-off (cancelled), for the upcoming shift/assignment.
 - a. If that order-in notice comes less than 24 hours before the scheduled start time, and the employee is eligible for overtime based upon eligibility due to other hours worked in the same pay week:
 - i. The employee will receive two hours of pay at a rate of time-and-one half, based on the employee's hourly rate.
- 3. The City will Order-In employees using a seniority list based on each employee's service time in their current position or rank and will begin the Order-In assignment with the employee with the least seniority, moving up the list to those with most seniority, except as provided below.
 - a. Dispatch order-ins will utilize the "bucket hour" system as described elsewhere in the FCPS SOP manual.
 - b. In determining who will be ordered in, supervisors managing the specific order-in shift/event may consider whether the next employee on the list has vacation approved by a supervisor, articulates a reasonable conflict on their day(s) off, or whether utilizing that employee may violate any management-approved policy related to hours worked and/or time off for rest.
 - c. The seniority list will refresh every January 1st.
 - d. If an officer volunteers for two (2) mandatory fill overtime assignments greater than four (4) hours in duration prior to being ordered in, they are exempt from being ordered in until the list comes back around to them.

B. Coverage Responsibility and Cancellation Compensation

- 1. The ordered-in employee is responsible for notifying the supervisor who ordered them in as soon as possible if a conflict arises and they are unable to work the assignment. If the employee is unable to find a replacement for a previously assigned order-in, they may request that the supervisor assist in finding a replacement.

Article 16: CANINE HANDLER, FTO/CTO, AND CORPORAL COMPENSATION

- A. Canine handlers shall be compensated for the care and feeding of the canine by adding nine percent (9%) to their rate of pay as established by their rank and skill level (ie. Levels 1-5).

- B. Field Training Officers (FTOs) and Communications Training Officers (CTOs) shall receive eighteen (18) minutes of straight time compensation for each sixty (60) minutes of authorized shift or agency-approved work activity in which they work with their assigned trainee.
- C. Police Corporal Skill Level 1 pay will be set at 7% above Skill Level 5 Police Officer pay and Skill Level 2 pay will be set at 10% above Skill Level 5 Police Officer pay.
- D. Communications Lead Dispatcher (if implemented) Skill Level 1 pay will be set at 5% above Skill Level 6 Dispatcher pay and Skill Level 2 pay will be set at 7% above Skill Level 6 Dispatcher pay.

Article 17: CLOTHING COMPENSATION

- A. The purpose of a clothing allowance is to provide a means for employees to offset the cost of purchasing “civilian” or “street” clothing in lieu of wearing the Agency-issued uniform while on duty. It is not the intent of the clothing allowance to furnish an employee with a complete wardrobe or expense money for any other purpose. It is intended that the clothing purchased will be suitable for on-duty appearance as determined by assignment and Division approval.
- B. The Chief of Police will designate employees of the department authorized to receive a yearly clothing allowance. The annual (calendar year) amount of the clothing allowance, per authorized employee, shall not exceed \$700 in 2025.
 - 1. In every year following 2025, the amount of reimbursement will be increased by the change in the Consumer Price Index from the preceding year. This will be determined as part of the salary-setting process as described in Article 8.
 - 2. To help compensate for taxes that will be assessed to the employee for this payment, the City will “gross up” the employee’s pay by 30% of the dollar amount of the clothing allowance the employee utilizes in each year it’s authorized to the employee.
- C. Employees who are authorized to receive a clothing allowance are required to submit a Clothing Allowance Request form, with receipts attached for clothing purchased, to their immediate supervisor. Usually, clothing allowance funds will be available to authorized employees during the month of January of each year. Allowance payments may be requested at any time during the year until the designated limit is reached.

- D. Items purchased during the month of December may be submitted for payment in the next year if they only draw on funding from the year of purchase.
- E. A clothing allowance payment will only be used for the purchase of the following business casual attire (socks and undergarments are not authorized items):
1. Men's suit, sports coat, or trousers;
 2. Women's pants, dress, skirt, or suit;
 3. Shirts or blouses;
 4. Neck ties;
 5. Belts;
 6. Shoes;
 7. Overcoats.
- F. Employees who wear Department issued uniforms on duty are permitted to have those uniforms laundered at the City's expense at a specified cleaner. Employees who are authorized to receive a clothing allowance are permitted to have items of personal clothing and their Department-issued uniforms which have been worn on-duty laundered at the City's expense at a specified cleaner. This does not include polo-style or t-shirts unless dry-cleaning is required for duty-related disinfection.
- G. The City will not pay for alterations of personal clothing. The City will pay for initial basic alterations (hemming and waist adjustment) of business clothing primarily worn for duty-related work and will pay for repair of duty-related damage to personal clothing when verified by a supervisor, and when the damage is not caused by negligence.

Article 18: VACATION LEAVE

- A. Employees are eligible to accrue vacation time beginning with the first day of employment. Vacation time is accrued bi-weekly each pay period. Employees cease accruing vacation time during any period of unpaid leave which exceeds thirty (30) consecutive calendar days.
- B. Full-time employees accrue vacation time in accordance with the schedules and examples below.

- C. Accrued vacation time may not be used until after the bi-weekly pay period in which it was accrued. The City will not advance vacation time or advance wages to employees in connection with use of vacation time.
- D. Employees may carry over to a new leave benefit year up to twice the amount of vacation time they are eligible to accrue as of the end date of the last pay period paid within the leave benefit year, up to a maximum of 30 days (240 hours). For example, a full-time employee who has been employed with the City for four years may carry over to the new leave benefit year a maximum of 30 days (240 hours) of vacation time.
- E. All vacation time which cannot be carried over is forfeited after the end date of the last pay period paid within the leave benefit year, unless an extension is authorized by the City Manager.
- F. All accrued but unused vacation time is payable upon separation from employment at the rate of one hour's pay (at the employee's regular hourly rate at the time of termination) for each hour of vacation time.
- G. Full-time employees accrue vacation time according to the following schedule:

Years of Service from Date of Hire	Vacation Hours Accrued Per Pay Period	Total Days (8-hour assignments) Accrued Per Year	Total Days (10-hour assignments) Accrued Per Year
0-3 yrs (0-36 mos.)	4.62 hours	15 days	~12 days
4-5 yrs (37-60 mos.)	4.92 hours	16 days	~13 days
6-7 yrs (61-84 mos.)	5.23 hours	17 days	~13.5 days
8-9 yrs (85-108 mos.)	5.54 hours	18 days	~14.5 days
10-12 yrs (109-144 mos.)	6.15 hours	20 days	~16 days
13-14 yrs (145-168 mos.)	6.46 hours	21 days	~17 days
15-16 yrs (169-192 mos.)	6.77 hours	22 days	~17.5 days
17-18 yrs (193-216 mos.)	7.08 hours	23 days	~23 days
19-20 yrs (217-240 mos.)	7.38 hours	24 days	~24 days
Over 20 yrs (241 mos. +)	7.69 hours	25 days	~25 days

- H. A break in employment with the City will result in a loss of years of service credit. Only employment with the City in a classified or unclassified management position will be counted in determining years of service.

Article 19: HOLIDAY LEAVE

- A. Employees who are working or on paid leave at the time the holiday occurs may receive paid holiday time. If a holiday occurs during a paid leave, with the exception of the first 8 weeks of paid administrative leave, the employee must record holiday time (if they still have holiday time available) instead of the other paid leave. Employees on any unpaid leave are ineligible to receive paid holiday time. In addition, employees leaving employment may not use holiday time to extend their employment into the next calendar month.
- B. The designated holidays total eighty-eight (88) hours and the one floating holiday totals eight (8) hours.
- C. The City designates the following holidays each calendar year:
- New Year's Day, January 1st
 - Martin Luther King Day, 3rd Monday in January
 - President's Day, 3rd Monday in February
 - Memorial Day, Last Monday in May
 - Juneteenth, June 19th
 - Independence Day, July 4th
 - Labor Day, 1st Monday in September
 - Veterans' Day, November 11th
 - Thanksgiving Day, 4th Thursday in November
 - Day after Thanksgiving
 - Christmas Day, December 25th

Depending upon the cycle of the leave benefit year, employees are provided with the designated holidays and one floating holiday. Employees are not credited with and may not use the floating holiday until after they have completed six continuous months of service.

- D. Holidays that fall on a Saturday are generally observed on the preceding Friday, and holidays that fall on a Sunday are generally observed on the following Monday. The Christmas Day holiday often falls within the first pay period of the following leave benefit year, so holiday time for that day will usually be credited and appear on an employee's time records for the following leave benefit year.
- E. Holiday hours are intended to be used on the designated holiday. Exempt employees who work on a holiday must record actual hours worked and take the holiday time off at a later date before the end of the leave benefit year. Non-exempt employees who during their regularly scheduled shift, are authorized by a supervisor to work for 30 minutes or more on a holiday or the City observed holiday, may, at their option, either:

1. Record only the hours worked and take the holiday time off on another date before the end of the leave benefit year, or
2. Record on their time sheet up to the full number (8 or 10) of hours in their regular schedule as worked (overtime) on the holiday (observed or designated) and record on their time sheet Holiday, Floating Holiday, Vacation, Compensatory, or Award leave (straight time) in an equal number of hours as those taken in overtime.

If the employee's shift is fully contained in either the observed or designated holiday, he/she will enter this type of leave on only one of those days. The employee cannot receive full payment of holiday pay for both the observed holiday and designated holiday.

In the event the employee's shift(s) for a particular holiday cover part of each of a designated and observed holiday and they intend to record overtime and leave as described in this section, the employee will record those hours worked on either the observed or designated holiday up to the maximum hours in one of the employee's standard authorized shifts (i.e., 8 or 10 hours.)

The employee cannot receive full payment of holiday pay for both the observed holiday and designated holiday.

- F. Non-exempt employees who work on a holiday or the City observed holiday that is not part of their normal schedule, will be paid double time for the number of hours worked on the actual holiday or City observed holiday if they are required by a supervisor to work or if the employee volunteered to work in response to a supervisor's request or an Agency work sign-up (ie. New West Fest).

The employee cannot receive full payment of holiday pay for both the observed holiday and designated holiday. In the event the employee's assigned shift(s) for a particular holiday cover/s part of each of a designated and observed holiday, the employee may record in six (6) minute increments any combination of hours worked on the observed and designated holidays up to the maximum hours in the assigned shifts.

- G. When a holiday occurs on an employee's scheduled day off, the employee may schedule time off with holiday pay on an alternate date before the end of the leave benefit year.
- H. When members of the Bargaining Unit do not use all of their Holiday or Floating Holiday leave by the end of the leave benefit year, no more than ten (10) hours of unused Holiday time and Floating Holiday time combined will be converted from those unused balances into FOP Leave Time, so long as the

“donating” employee has not already donated their maximum ten (10) hours of time to the FOP, and only up to the overall maximum authorized one thousand (1,000) hours within the FOP Leave Time total, across recipients. All other unused Holiday and Floating Holiday time will be forfeited by the employee at the end of the final pay period of the leave benefit year in which the holiday occurred.

- I. Employees who actually work at least one full pay period in the new leave benefit year are eligible either to use or to receive pay upon separation from employment for accrued but unused floating holiday time which has not been forfeited.
- J. Only employees in positions that are required to work 24/7 shifts or who are designated by the Chief of Police as routinely being required to work on holidays are eligible to use holiday time prior to the date of the holiday for which holiday time is provided. If an employee uses holiday time early and then terminates employment with the City prior to the date of the holiday, the holiday time that was used early shall be reimbursed to the City from the employee’s accrued vacation time, if any, or will be deducted from the employee’s payroll checks.

Article 20: MILITARY LEAVE

- A. Eligible Employees. Employees are eligible to take military leave for active duty or active or inactive duty training if they are members of the reserves or enlisted in any branch of the United States Armed Forces or are members of the National Guard of any state in the United States.
- B. Length of Paid Leave.
 - 1. Employees are provided with paid leave for a maximum of 30 working days (300 hours) for full-time employees, prorated for less than full-time employees) per calendar year for active duty or active or inactive duty training with the National Guard or any branch of the U.S. Armed Forces.
 - 2. After exhausting the 300 hours of paid military leave, an employee may choose to use accrued vacation time, compensatory time, and personal leave time, if applicable, and/or take leave without pay for active duty or active or inactive duty training with the National Guard or any branch of the U.S. Armed Forces.
If an employee chooses to use the above-described accrued paid leave, such use must be at the rate of 40 hours per week (prorated for part-time employees based on their FTE) and can only be used during the initial portion of the leave. Once the leave becomes unpaid, an

employee cannot begin using accrued paid leave. An employee may not use any other type of paid leave during military leave, including, but not limited to sick leave, injury leave, dependent care leave or emergency leave.

C. Continuation of Health Insurance.

1. After the first 30 continuous calendar days of unpaid leave for active military service, the City-sponsored health insurance for the employee and covered dependents will terminate. After coverage terminates, the employee may elect to continue coverage at his or her own expense and will be provided with detailed notice of the right to continue coverage.
2. Employees who are reinstated after completing active duty or active or inactive duty training will be eligible for immediate coverage under any applicable health insurance plans existing at the time without a waiting period.

D. Seniority and Pension Plans. Employees who are participants in any 401(a) defined contribution or City defined benefit retirement plan will continue to accrue years of service for vesting purposes during periods of military leave, and such leave will not constitute a break in service, so long as the employee complies with requirements for reinstatement after completing active duty or active or inactive duty training. During military leave, the employee's accounts will remain active and subject to fund transfers, changes in beneficiaries and other changes. The employee shall have the same rights with respect to accrued and future seniority status as if they had been employed during the time of such leave.

E. Life and Disability Insurance. After the first 30 continuous calendar days of unpaid leave for active military service, coverage under the life and disability insurance plans sponsored by the City will terminate (check with FPPA regarding continuation of coverage options). These plans may contain limitations on coverage for death and disabilities which occur during a declared or undeclared war. For more information about the policy provisions, please contact the Human Resources Department for a copy of the summary plan descriptions or policies or contact the Fire & Police Pension Association (FPPA) for details of that coverage.

F. Reinstatement. When all of the following conditions for reinstatement are met, employees will be re-employed. For employees with a period of military service less than 91 days, they will return to the position they would have been in had they been continuously employed and the military leave not occurred. For employees with a period of military service more than 90 days,

they will either be reinstated to the position above or to a position of like seniority, status, and pay.

1. The cumulative period of military service was no longer than five years unless a longer period is required by federal or state law.
2. The individual employee must return to work or apply orally or in writing for reinstatement in a timely manner, as defined by federal and state law. While these laws contain exceptions which could extend the time an employee has to return to work, they generally define timely manner as follows:
 - a. Military service time of less than 31 days: reporting for work the next regularly scheduled work-day following safe travel time plus 8 hours.
 - b. Military service time of more than 30 days, but less than 181 days: submitting an application for reinstatement within 14 days after release from military service.
 - c. Military service time of more than 180 days: submitting an application for reinstatement within 90 days after release from military service.
3. The employee must provide documentation from the National Guard or U.S. Armed Forces that he or she honorably completed military service or active or inactive duty training, such as discharge papers.
4. An employee has the same right to reinstatement as if he or she had been continuously employed during the leave period. For example, the employee is not eligible for reinstatement if the job for which he or she was hired was for a specific time period which expired or project which was completed during the absence or if the position has been abolished. The City's circumstances must not have changed so as to make it impossible or unreasonable for the employee to be reinstated.
5. The employee is qualified to perform the duties of the re-employed position. If the Agency determines the employee is not qualified for this position, the employee will return to the position they had prior to the start of their military leave or to a position of like seniority, status, and pay they are qualified to perform.
6. If the employee is no longer qualified because of a disability, he or she will be re-employed in another existing job that he or she is capable of performing.

Article 21: BEREAVEMENT LEAVE

- A. All City employees may request to take reasonable time off, up to a maximum of five working days or 40 hours (includes any travel time), whichever is less, for bereavement leave for the death of or an anticipated death of an employee's family member, to include, spouse, child (both born and miscarriages), parent, grandparent, grandchild, sibling, in-laws, foster parents or siblings, half-family members, familial relationships associated with a partner in a civil union, domestic partner, or anyone for whom the employee or the employee's partner provide day-to-day care and financial support.
- B. Requests for bereavement leave must be made to the employee's manager as soon as the employee knows of the need for the leave.
- C. In the event that an eligible employee exhausts their bereavement leave allocation, the employee may use sick leave.

Article 22: JURY DUTY LEAVE

Employees will be paid while on jury duty up to a maximum of 25 working days in any 12-month period. The amount of pay will be the difference between jury duty fees paid and the employee's regular wages once the employee furnishes the Payroll Division with a statement showing the fees received. Any further time that an employee serves on jury duty is unpaid by the City unless the employee chooses to use accrued paid leave time, such as vacation or compensatory time.

Article 23: EMERGENCY LEAVE

- A. Employees may request to take reasonable time off, up to a maximum of five working days or 40 hours, whichever is less, per emergency, with pay for the following types of emergencies:
 - 1. A medical emergency of the employee only when the employee is ineligible for sick leave or has exhausted his or her sick leave balance. A medical emergency for the purpose of this section is defined as a non-work-related injury, illness or disability which requires both medical care by a physician or other health care practitioner, and admittance to a health care facility;
 - 2. A medical emergency (as defined above) of an employee's family member. A family member for purposes of this Article means the employee's child, spouse, civil union partner, sibling, parent, grandparent or grandchild, including natural, step, in-law and foster

relatives, whether or not those relatives are living in the employee's home. "Family member" also includes any other relative of the employee (in addition to those listed in the previous sentence) as long as that other relative actually lives in the employee's home.

- B. Requests for emergency leave must be made to the employee's supervisor as soon as the employee knows of the need for the leave, but not later than 15 minutes after the beginning of the employee's regular shift. Requests for emergency leave may be granted or denied based on the above criteria at the discretion of the supervisor.

Article 24: INJURY LEAVE

- A. Unlike sick leave which does not cover cases of work-related illnesses or injuries, injury leave is paid time off for eligible employees who are placed off work due to an injury or illness that arose out of and occurred in the course and scope of employment with the City. Injury leave is paid in lieu of temporary disability payments.
- B. Eligible Employees.
1. Employees are eligible to use injury leave. Part-time employees are eligible for injury leave on a pro rata basis based on the number of hours they are regularly scheduled to work each workweek.
 2. Any employee who is unable to work because of an injury sustained as a result, in whole or in part, of his or her violation of a department or City rule or policy pertaining to safety, as determined in the sole discretion of the City, is ineligible to use injury leave.
 3. Any employee who has willfully misled the City concerning the employee's physical ability to perform the job and is subsequently injured on the job as a result, in whole or in part, of the physical ability about which the employee willfully misled the employer, is ineligible to use injury leave.
- C. Injury Reporting. Employees who are injured on the job, however slightly, or learn that they have an occupational illness, injury or disability must immediately report such information to their supervisors and Safety and Risk Management (SRM). Employees are also required to comply with the City's workers' compensation program requirements, including completing forms and providing information requested by the SRM and the City's designated physician/ health care practitioner.

D. When Injury Leave May Be Used. Injury leave allows employees paid time away from work in order to recover from temporary injuries and illnesses that occurred in the course and scope of employment with the City. An eligible employee's use of injury leave will end upon reaching maximum medical improvement as determined by the City's designated physician. Injury leave time may be used by employees under the following circumstances:

1. The City's designated physician has placed the employee on a temporary "no work" status because of an injury, illness, disease, or temporary disability, including disability associated with any surgery, arising out of and occurring in the course and scope of the employee's employment with the City;
2. Necessary medical examinations and treatments for such injury, illness, disease or temporary disability, and reasonable travel time to and from a health care provider for that purpose;
3. The City, in the discretion of SRM or the City's designated physician, places the employee on injury leave rather than assigns modified duty or alternative duties. If the employee is released to perform modified duty and is offered such duty by the City, the employee must return to modified duty. Employees who refuse modified duty are not eligible to use injury leave.

E. Amount of Injury Leave Time.

1. During the first six months of employment, full-time employees receive twenty-four (24) hours of injury leave.
2. After six months of employment, full-time employees receive a total of 130 days (1040 hours) of injury leave in any 24-month period.
3. There is no waiting period for employees to be eligible for injury leave. The injury leave benefit is equal to 100% of the employee's base pay.
4. Regardless of the number of work-related illnesses, injuries or disabilities sustained, 1040 hours is the maximum time available in any 24-month period. For example, an employee with 1040 hours of injury leave who used 100 hours of injury leave during January 1998 and then used 40 hours during May 1998 would have 900 hours remaining available through December 1999. In January 2000, this employee will recover the 100 hours used in January 1998 and have 1000 hours available. In May 2000, the employee will recover the 40 hours used in May 1998 and (assuming no other use) again have 1040 hours available.

- F. Notice of Absence to Employee's Department and Risk Management.
1. An employee who reports an occupational injury or illness is evaluated by the City's designated physician, who completes a Work Status Report after each visit. The report notifies the employee and supervisor of the length of absence, if any, and any restrictions on the employee's job duties. Please contact SRM with any questions about the Work Status Report or if the employee's job duties cannot be conformed to the restrictions.
 2. Employees who know ahead of time about the need for injury leave (e.g., an appointment or therapy) must notify their supervisors as soon as the need for leave becomes known. Employees who need to use injury leave unexpectedly (e.g., sudden relapse) must immediately contact the City's designated physician for treatment and authorization for absence, and also must notify their supervisor within 15 minutes after the beginning of the shift each day of the absence, unless earlier notice is required by a departmental work rule.
- G. Continuation of Benefits During Injury Leave. During paid injury leave under the terms of this Article, all benefits for which the employee is eligible will continue as though the employee were at work.
- H. Holiday Pay During Injury Leave. Employees who are eligible for paid holiday time and who are on injury leave during a designated holiday will receive holiday pay for that day in lieu of injury leave pay.
- I. Return from Injury Leave.
1. Employees returning from injury leave may, at the sole discretion of the City, be required to:
 - a. Complete a fitness for duty examination by a physician or other health care provider designated and paid for by the City;
 - b. Obtain a release from that physician or health care provider confirming that the employee is able to return to work without endangering the health and safety of himself or herself or others; and/or
 - c. Obtain a description satisfactory to the City of any restrictions upon the employee's work activities.
 2. Employees returning from injury leave will be reinstated to the extent required by law and may be temporarily placed on modified duty in accordance with the Modified Duty Article.

J. Failure or Inability to Return from Injury Leave.

1. If employees do not return to work on the date expected back from injury leave, their employment with the City may terminate, at the discretion of the City.
2. Sometimes, employees may have exhausted all injury leave, be unable to perform the essential functions of their positions with or without reasonable accommodations, if applicable, but not have reached “maximum medical improvement” according to the designated physician. The following provisions apply to such circumstances:

- a. An employee may request to use sick leave, if eligible and if the designated physician verifies that the employee is expected to return and perform all essential functions of the regular position with or without reasonable accommodations before the employee’s sick leave balance is exhausted.

Such a request must be made in writing, along with the physician’s verification, and directed to the Chief Human Resources Officer, who has the discretion to grant or deny the request in whole or in part;

- b. If an employee does not request to use sick leave, or if such a request is denied, the employee will be placed on leave which is unpaid by the City (but may be partially paid through the Workers’ Compensation system) until one of the following happens:
 - i. The employee is able to return to perform the essential functions of the regular position with or without reasonable accommodations, if appropriate; or
 - ii. The employee reaches “maximum medical improvement” according to the designated physician;
- c. The portions of the “Extended Leave” article regarding “Compensation During Extended Leave” and “Benefits During Extended Leave” apply to unpaid leaves under these circumstances.

K. Applicability of Family and Medical Leave. Injury leave used for purposes of an employee’s serious health condition will run concurrently with leave under the Family and Medical Leave Act (“FMLA”).

- L. No Payment upon Separation from Employment. Employees who have available but unused injury leave at the time of separation of employment shall not be paid for such unused leave.

Article 25: ADMINISTRATIVE LEAVE

A. Paid Administrative Leave

1. Leave Is Required at City's Discretion. Employees may be required by the City to go on paid administrative leave at any time with or without cause or notice at the sole discretion of the City. Such notice shall be in writing to the affected employee. Circumstances under which such a leave may occur include, but are not limited to, the following:
 - a. To make inquiries into or investigate a work-related matter;
 - b. To remove the employee from the workplace pending a pre-deprivation hearing or decision;
 - c. To protect the employee;
 - d. To protect the public;
 - e. To protect other employees or property in the workplace; or
 - f. To further any other work-related or business-related purpose.
2. Effect on Wages and Benefits. During paid administrative leave, employees will continue to receive benefits as if they were present at work.
3. Employee Required to Remain Available. Employees on paid administrative leave must remain available so they can be contacted by telephone or personally during normal working hours from 0800-1700, excluding the noon lunch hour, Monday through Friday. This means an employee on paid administrative leave may not consider the leave time as vacation or personal time.

The employee must provide the supervisor with telephone numbers where he or she can be reached during normal working hours and must promptly return calls from the supervisor or the Human Resources Department. In addition, the employee must obtain prior permission of the Deputy Chief, an assistant chief, Director or his/her designee, who placed the employee on administrative leave, to use

accrued vacation, compensatory, holiday, or award time in order to be away from his or her residence for longer than a single workday.

4. Paid administrative leave time shall supersede holiday time on a designated holiday that occurs within the first eight weeks of being placed on administrative leave. If an employee who has been placed on paid administrative leave exceeds eight weeks in that status, then the employee will use holiday time for any further designated holidays that occur while the employee is on paid administrative leave.

B. Unpaid Administrative Leave

Employees of the Bargaining Unit who have had charges filed against them by local, state, or federal prosecutor's office for any felony or any criminal charge that could result in a decertification, refusal to certify, or refusal to recertify by the Colorado Peace Officer Standards and Training (POST) Board may be placed on unpaid administrative leave under the following circumstances:

1. Non-Voluntary Unpaid Leave –

An employee who has not completed his/her introductory period may be placed on unpaid administrative leave at the sole discretion of the Chief of Police or his/her designee. An employee who has completed his/her introductory period and has had criminal charges, as described under B above, filed against him/her may be placed on unpaid administrative leave if one of the following tests is met:

- a. The criminal charge/s filed by a local, state or federal prosecutor's office involve a felony; **OR**
- b. The criminal charge(s) filed by local, state or federal prosecutor's office, if true, could result a decertification, refusal to certify or refusal to recertify for the employee by the POST Board; and
- c. The available evidence is clear and convincing that the employee committed the offense.

2. Procedures for Non-Voluntary Unpaid Leave

- a. If a non-probationary employee has criminal charges filed against him/her that meet the description in 1(a) or 1(b) and 1(c) above, and the Chief/designee is considering placing that employee on unpaid administrative leave, the Chief/designee will convene an Advisory Board to provide opinion(s) to the Chief/designee as to whether or not the criminal charge(s) could result in a terminable offense or an offense that could result in decertification, refusal to certify, or refusal to recertify by the POST Board, and whether the

evidence is clear and convincing that the employee committed the offense.

The Advisory Board shall be comprised of a manager from within the City, appointed by the City Manager; an individual appointed by the President of the FOP; and the Deputy Chief, an assistant chief, or Director, that is not in the involved employee's chain of command, appointed by the Chief of Police.

The Advisory Board members shall be presented with the available case documents, files, interviews, recordings and evidence to base their opinion(s) upon. The Advisory Board members shall have ten (10) business days to complete their opinions(s) once they receive the case file.

For an offense that could result in decertification, refusal to certify, or refusal to recertify by the POST Board, the Advisory Board members must agree unanimously as to whether or not the evidence is clear and convincing that the employee committed the offense in order to put their opinion(s) in writing for the Chief of Police/designee. In any case, the Advisory Board members' opinions are not binding on the Chief's/designee's decision.

- b. Before a classified employee who has completed the introductory period may be placed on unpaid administrative leave, the employee must be provided with a pre-decision hearing by the Chief/designee for the purpose of providing the employee with the opportunity to be heard and to present information concerning whether or not the employee's placement on unpaid administrative leave is consistent with this Article and in the best interests of the City in maintaining the public's trust while the charges are pending.

The employee may, at the employee's expense, have a member of the FOP or an attorney present at the hearing to provide advice and assistance. With the consent of the employee, the FOP may provide whatever information it believes to be relevant to the Chief/designee's decision.

Following this pre-decision hearing, the Chief of Police/designee may place the employee on unpaid administrative leave until the criminal charges are resolved or an administrative investigation is concluded. The Chief/designee's decision with regard to unpaid administrative leave shall be final.

- c. A determination by the Chief/designee regarding whether or not an employee should be placed on unpaid administrative leave shall not

be subject to a contract (Article 36) or disciplinary (Article 37) grievance. An employee retains all of the grievance rights set forth in Article 37 in the event that discipline is imposed during or following placement on unpaid administrative leave.

- d. Following the disposition of a felony criminal case described in 1.a above, the employee will remain on unpaid administrative leave, if previously placed on unpaid administrative leave by the Chief/designee, not to exceed six (6) months from the date the case reached a disposition. In the event that the administrative investigation is not completed within that time period, the employee will be placed on paid administrative leave, pending the completion of the administrative investigation.

If the alleged felony violation is sustained by the Internal Affairs investigator or the chain of review, the affected employee is subject to disciplinary grievance process described in Article 37 while on unpaid administrative leave.

- e. Following the disposition of an employee's court case involving a charge described in 1.b above, the employee will remain on unpaid administrative leave, if previously placed on unpaid administrative leave by the Chief/designee. The administrative investigation will be completed as soon as possible, not to exceed sixty (60) days from the date the criminal case reached a disposition.

In the event that the administrative investigation is not completed within that time period, the employee will be placed on paid administrative leave, pending the completion of the administrative investigation. If the alleged offense that could result in a decertification, refusal to certify, or refusal to recertify by the POST Board is sustained by the internal affairs investigator or the chain of command, the affected employee is subject to the disciplinary grievance process described in Article 36 while on unpaid administrative leave.

- f. Following all criminal proceedings, if the Internal Affairs Office and the chain of review determine that the alleged felony or offense that could result in decertification, refusal to certify, or refusal to recertify by the POST Board is Not Sustained, is Unfounded, or is Exonerated, the Chief/designee or City Manager will determine within thirty (30) days if the employee will return to duty.

If the employee is returned to duty, back pay, including any retirement or benefit payment(s) or accrual(s) will be issued to the employee, or made on behalf of the employee, as soon as possible,

but not to exceed two pay periods from the date of that decision by the Chief/designee or City Manager. This provision shall not be applicable to an employee who requests to voluntarily go on unpaid administrative leave, or does not prevent the imposition of discipline, such as suspension without pay, as a result of an administrative investigation.

- g. An employee on unpaid administrative leave must provide a designated supervisor with contact information where he or she can be reached or messaged. The employee must reply to the supervisor or the Human Resources Department within one business day unless prior arrangements have been made for the employee to be unavailable.

During the Administrative Investigation of an allegation that an employee has committed a felony or an offense that could result in decertification, refusal to certify, or refusal to recertify by the POST Board, the Internal Affairs Office may compel the subject employee to provide an interview, in accordance with Article 35 of this Agreement. Any hours associated with a compelled interview, or any other investigatory matters requiring the employee's presence will be considered hours worked and will be paid at the employee's normal hourly rate.

- h. An employee who is placed on unpaid administrative leave by the Chief of Police/designee may obtain outside non-police employment that does not conflict with Agency policy or hiring standards. Upon release from Unpaid Administrative Leave, the provisions of Policy 1040 pertaining to outside non-police employment shall apply.
- i. An employee, on unpaid administrative leave, will remain on the City's health, dental and vision insurance for as long as he/she pays the employee's portion of the premium. The employee's payment will be made on or before each paycheck date.

3. Voluntary Unpaid Leave Option

- a. During the Administrative Investigation of an allegation that an employee has committed a felony or an offense that could result in a decertification, refusal to certify, or refusal to recertify by the POST Board, the Internal Affairs Office, Chief of Police, or the Chief's designee, may compel the subject employee to provide an interview, in accordance with Article 35 of this Agreement.

- b. An employee who has had a felony charge or a charge that could result in decertification, refusal to certify, or refusal to recertify by the POST Board filed against him or her by a local, state or federal prosecutor's office, but who has not been placed on unpaid administrative leave by the Chief/designee, may voluntarily request to be placed on unpaid administrative leave to protect against self-incrimination should a Garrity interview be compelled by the agency. The request to be placed on unpaid administrative leave shall be made by the employee to the Chief Human Resources Officer.

Upon the employee's request, the Chief Human Resources Officer will consult with the President of the FOP and the granting of unpaid administrative leave is subject to the approval of the Chief of Police/designee.

- c. If the request to be placed on unpaid administrative leave is granted, and the employee decides not to give a Garrity interview about the criminal charges, it shall not be considered insubordination or a violation of any policy regarding non-compliance with the administrative investigation or order.

However, if there are other allegations of misconduct that are not elements of the criminal charges, the City may compel an interview with the employee regarding those allegations. Refusal to cooperate with that interview shall be considered insubordination and a violation of policy. Any hours associated with a compelled interview will be considered hours worked and will be paid at the employee's normal hourly rate.

- d. The City will continue the administrative investigation of the alleged felony or offense that could result in a decertification, refusal to certify, or refusal to recertify by the POST Board. When the investigation reaches a point where the employee's interview is necessary prior to concluding the investigation, and the criminal case has not reached a disposition, the City will request the employee to cooperate in that investigation and submit to an interview.

If the employee refuses and the City determines the alleged felony or offense (that could result in a decertification, refusal to certify, or refusal to recertify by the POST Board) is sustained without the employee's interview, the employee may be subject to disciplinary action, up to and including termination. The employee's refusal to cooperate is deemed to be a waiver of his/her grievance rights under Article 36 or Article 37. When the investigation reaches a

point where the employee's interview is necessary prior to concluding the investigation, and the criminal case has reached a disposition, the employee is required to cooperate in that investigation.

- e. The employee may cooperate with the administrative investigation at any time after being placed on voluntary unpaid administrative leave. Following the employee's decision to cooperate in the administrative investigation, the employee will be placed on paid administrative leave unless and until the provisions of this Article pertaining to non-voluntary unpaid leave have been met. Once the employee agrees to cooperate, the employee shall not be able to change his/her mind and request to voluntarily be placed on unpaid administrative leave.
- f. An employee who is placed on unpaid administrative leave by the Chief of Police or his/her designee may obtain outside non-police employment that does not conflict with Agency policy or hiring standards. Upon release from Unpaid Administrative Leave, the provisions of FCPS Policy 1040 pertaining to outside non-police employment shall apply.
- g. An employee, on unpaid administrative leave, will remain on the City's health, dental, and vision insurance for as long as the employee pays the employee's portion of the premium. The employee's payment will be made on or before each paycheck date.

Article 26: EXTENDED LEAVE OF ABSENCE

- A. Employees may request an extended leave of absence without pay for a maximum period of one year in any five-year period. Such a request must be in writing and directed to the Chief of Police and the Chief Human Resources Officer. The request may be granted or denied at the sole discretion of the City. In reaching such a decision, the City may, but is not obligated to, consider factors including, but not limited to the following:
 - 1. Whether the employee has performed satisfactorily;
 - 2. The length of the employee's service with the City;
 - 3. The feasibility and cost of replacing the employee or reassigning work during the period of requested leave.

- B. Employees will be paid for earned but unused, vacation and comp time, but may not use any type of paid leave during an extended leave, including but not limited to vacation, comp, holiday, sick leave, injury leave, dependent care leave or emergency leave.
- C. After the start date of an extended leave of absence, at the end of the current calendar month, the employee will cease accruing vacation time, cease receiving sick leave and injury leave time, and cease to be eligible to participate in any City-sponsored flexible spending, disability insurance, accidental death and dismemberment insurance and life insurance, except in accordance with conversion rights, if any, under the terms of such plans.

In addition, after the first 30 continuous calendar days of unpaid leave, the employee's coverage, if any, under the City-sponsored health insurance, employee assistance program, vision services and dental insurance will terminate unless the employee elects to continue such coverage and pays 100% of all premiums for the elected coverage in a timely manner in accordance with the requirements of the City and the plans. The employee will be provided with a separate notice of the right to continue coverage with more specific information about premium amounts and required payments.

- D. The terms of any retirement plan or deferred compensation plan in which the employee participates will control how any unpaid portion of the leave is credited as service under the plan.
- E. The City cannot promise to hold an employee's position open during such a leave. An employee wishing to return to work after an extended leave will be placed in the first vacancy, if any, in the employee's base type of position which becomes available within 90 days after the intended date of return, provided that the employee is able to perform all essential functions of the position with or without reasonable accommodation. There will be no expectation of the returning employee being placed into a priorly-held specialty unit, assignment, or rank.
- F. The City will consider an employee's employment with the City to have terminated if any one of the following circumstances occur:
 - 1. If the employee does not provide written notice of his/her intent to return within the time frames set forth in a written agreement;
 - 2. If the employee does not accept reinstatement to the first opening in the employee's type of position offered within 90 calendar days after the intended return date;

3. If the employee does not return to work from the leave within 90 calendar days after the intended return date because the position was not available or for any other reason; or
 4. If the employee resigns.
- G. If an employee's request for an extended leave of absence is granted, the employee must sign a written agreement which sets forth the terms and conditions of the extended leave. Employees shall be required to obtain the written agreement from the Human Resources Department or City Attorney's Office.
- H. Employees who are on a leave of absence from the department, and return to work within 12 months, shall retain their employee/badge number and seniority for the purposes of shift and vacation bids only. However, in regard to other programs such as longevity awards, vacation accruals, etc...their total service time will be calculated as cumulative time, minus the period of time they were on any extended leaves of absence.

Article 27: TIME TRADES

- A. Time trade is defined as an employee voluntarily agreeing to work the requesting employee's normally scheduled work hours. The requesting employee shall then work the granting employee's normally worked shift at a later, mutually agreed upon date. The employees participating in this time trade must be within the same division and of the same rank.
- B. Time trades shall be allowed providing the employees notify and obtain advance approval of their supervisors of the time trade. Once agreed upon and approved, employees will be responsible for working the shift or hours they agreed to work. If an employee is unable to fulfill their time trade obligations, it is his/her responsibility to arrange for an approved employee to fill the shift. However, if the employee cannot fill the shift because of an emergency, they must notify the affected supervisor immediately.
- C. Until a time trade has been approved by both supervisors, the employee who was originally scheduled to work the shift shall be responsible for working that shift.
- D. Hours worked when an employee is working or scheduled to work a time trade shall not be considered in the calculation of overtime or compensatory time. Each employee will be credited as if he/she worked his/her normal work schedule.

Article 28: AWARD TIME

The City shall establish and maintain a leave category for award time. A member shall submit a request to their supervisor to use Award Time leave, and such leave will be approved at the discretion of the supervisor.

Article 29: INSURANCE**A. Medical Insurance.**

1. The City will continue to offer the City sponsored medical plan to employees. The maximum full-time employee contribution for employee only coverage is 15% of premium and for employee plus dependents is 30% of premium.
2. The City may make changes in the plan providing it consults with the FOP prior to implementing any such changes.

B. Vision Care Insurance. The City shall continue to offer the supplemental vision insurance to employees. Employees shall continue to pay 100% of the supplemental vision insurance premium.

C. Dental Care Insurance.

1. The City will continue to offer one (1) City sponsored Dental plan. The maximum full-time employee contribution for employee only coverage will be 30% of premium and for employee plus dependents is 40% of premium.
2. The City may make changes in the plan providing it consults with the FOP prior to implementing any such changes.

D. Any medical, dental or vision insurance made available to City employees shall be made available for domestic partners (as defined by City Policy) of members of the Bargaining Unit.

E. Life Insurance. The City shall provide to the employee life insurance comparable to one (1.0) times the annual salary of the employee rounded up to the nearest one-thousand (1,000). The life insurance will be paid for by the City. The City may also choose to offer additional and optional low-cost life insurance up to three times salary with a total maximum of up to five hundred-thousand dollars (\$500,000). The employee shall pay all costs associated with the optional, additional life insurance.

Article 30: MODIFIED DUTY

- A. Availability of Modified Duty. Employees who are temporarily unable to perform all the essential functions of their jobs may be assigned to modified duty, where reasonably available at the discretion of the City. This excludes employees who have reached maximum medical improvement (MMI). The purpose of modified duty is to allow employees with temporary disabilities to continue working on a short-term basis until their condition improves and they are able to return to their regular positions.

Employees may request modified duty, or the City may require employees to perform modified duty under certain circumstances. Employees assigned to modified duty will continue to receive their regular base rate of pay. Modified duty is not guaranteed to employees, but is only provided where it is reasonably available at the discretion of the City. Employees who are permanently disabled from performing the essential functions of their jobs are ineligible for modified duty.

- B. Modified Duty Defined. “Modified duty” means that one or more essential functions of the employee’s job are changed by the City, in its discretion, consistent with the recommendations of the employee’s health care provider or the City’s designated physician. An employee on modified duty may continue in the same position but with different or fewer duties or reduced schedule, or may be assigned to a different position or even a different department or work unit at the City’s discretion.
- C. Temporary Disability — Length of Modified Duty. A disability is considered to be “temporary” only when the employee establishes through the credible prediction of a health care provider (or, in the case of a work-related injury or illness, the City’s designated physician or one appointed by a court in lieu of the City’s designated physician) that the employee will be able to return to her or his regular position and perform all essential functions of that position (with or without reasonable accommodations) within twelve months of the date the temporary disability began or within twelve months of the date the employee filed a workers’ compensation claim for a temporary disability.

Accordingly, a modified duty assignment is limited to a maximum of twelve months from the date the temporary disability began. In addition, in the case of temporary disabilities resulting from work related injury or illness, the City may, in its discretion, extend a modified duty assignment until the employee reaches maximum medical improvement in the opinion of the City’s designated physician or one appointed by the court in lieu of the City’s designated physician.

- D. Certification Required for Modified Duty.

1. Employees may only be assigned to and continued on modified duty based upon written verification from a health care provider which:
 - a. describes the employee's work restrictions; and
 - b. states an anticipated date (which must be within twelve months from the date of disability) when the employee will be able to perform all essential functions of her or his regular position with or without reasonable accommodation.
2. The City may require employees to obtain such written verifications from their health care providers. The City also may require employees to be examined by the City's designated physician or one appointed by a court in lieu of the City's designated physician in order to obtain such verifications, seek clarification or additional information, confirm the need for modified duty, or provide a second opinion.
3. It is the employee's responsibility to ensure that any medical information required by the City is provided promptly upon request, including follow-up information, satisfactory clarification and updates. Modified duty may be denied or canceled, and the employee may be subject to disciplinary action for failure to undergo a medical examination or provide the types of information described above upon request.

E. Termination of Modified Duty. Modified duty will terminate twelve months from the date the temporary disability began or earlier if the City receives notice that, in the opinion of a physician or other health care provider, the employee's claimed disability is not "temporary" as defined in this Article. Modified duty also will terminate when the City receives written notice that the employee has reached MMI or is able to return to perform the essential functions of her or his regular job.

F. Return to Regular Position Following Modified Duty.

1. Although the City is unable to guarantee reinstatement, an employee returning from modified duty will be placed in her or his former position, if available, or will be offered the first opening, if any, in a comparable position for which she or he is qualified and which becomes available within 60 days of the date after the City receives both:
 - a. The employee's request for reinstatement; and
 - b. Written verification that the employee is able to perform the essential functions of her or his former position as described above.

2. Employees returning from modified duty must obtain a release from a physician or health care provider confirming that the employee is able to return to work without endangering the health and safety of herself or himself or others and obtain a description satisfactory to the City of any accommodations necessary to allow the employee to perform the essential functions of her or his regular position. In addition, the City may, at its discretion, require the employee to complete a fitness for duty examination by a physician or other health care provider designated and paid for by the City.

Article 31: SICK LEAVE

- A. This Article is intended to provide employees with time off work for brief non-occupational illnesses or injuries.
- B. Eligible Employees.
Employees are eligible to use paid sick leave in accordance with this Article.
- C. When Sick Leave May Be Used. Employees may take available but unused paid sick leave under any of the following circumstances:
 1. The employee has a non-occupational mental or physical illness, injury, or health condition; needs a medical diagnosis, care or treatment related to such illness, injury or condition; or needs to obtain preventive medical care;
 2. The employee needs to care for a family member who has a mental or physical illness, injury or health condition; needs a medical diagnosis, care or treatment related to such illness, injury, or condition; or needs to obtain preventive medical care;
 3. The employee or the employee's family member has been the victim of domestic abuse, sexual assault, or criminal harassment, and the use of leave is to:
 - a. seek medical attention for the employee or the employee's family member to recover from a mental or physical illness, injury, or health condition caused by domestic abuse, sexual assault, or harassment;
 - b. obtain services from a victim services organization;
 - c. obtain mental health or other counseling;

- d. seek relocation due to domestic abuse, sexual assault, or harassment; or
 - e. seek legal services, including preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or harassment;
4. A public official has ordered the closure of the school or place of care of the employee's child or of the employee's place of business due to a public health emergency, necessitating the employee's absence from work.
 5. The employee needs to care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the closure of the family member's school or place of care.
 6. The employee needs to evacuate the employee's place of residence due to inclement weather, loss of power, loss of hearing, loss of water, or other unexpected occurrence or event that results in the need to evacuate the employee's residence.
 7. "Family member" means a person who is a spouse, child (both born and miscarriages and adopted), parent, grandparent, grandchild, sibling, in-law, foster parent or sibling, half-family member, familial relationship associated with a partner in a civil union, domestic partner, or anyone for whom the employee or the employee's partner provide day-to-day care and financial support.
 8. When the employee adopts a child or receives a foster child providing the following conditions are met:
 - a. the employee must certify in writing that he or she will be serving as care giver for the adopted or foster child during the leave use;
 - b. the use of this leave may not be used prior to placement of the child in the employee's care pursuant to a final decree of adoption or foster placement, nor later than three months after the date of final decree of adoption or foster placement;
 - c. if both adoptive or foster parents are eligible employees of the City, only one parent may use leave for this purpose;
 - d. the adopted or foster child must be under eighteen years of age at the time of placement;

- e. use of sick leave for this purpose shall run concurrently with Family and Medical Leave time, if applicable.
9. When an employee is unable to work after reaching maximum medical improvement (as determined by the City's designated physician or one appointed by a court in lieu of the City's designated physician) from a workers' compensation eligible injury, illness, or disability, but is eligible for the City's long term disability insurance coverage, makes application for such benefit upon reaching maximum medical improvement, and diligently pursues a determination of benefit eligibility.
10. If an employee has given birth, that employee may access any remaining sick leave after any short-term disability leave/benefit provided to the employee for the employee's medical recovery following childbirth for baby bonding. Baby bonding may be used continuously or intermittently. The employee will provide their manager and the human resources department with a request for leave at least 30 days before the leave's proposed date (If the leave was not foreseeable, then notice must be sent as soon as possible).
- a. A parent not giving birth may, upon the child's birth, utilize sick leave because they are not eligible for short-term disability pay.
 - b. Foster and adopted parents who did not utilize short-term disability may access sick leave immediately for baby bonding as currently outlined in the policy. If both parents are City employees, both may use their sick leave balances.
 - c. Baby bonding time is available for the 12 months following the birth or placement of a foster or adopted child.
 - d. If a holiday occurs while the employee is using sick leave for baby bonding, the day will be charged as holiday pay.
 - e. An employee who uses sick leave for baby bonding, that does not qualify for FMLA leave, will be offered the same level of job protection when the employee is on baby bonding leave as if the employee were on FMLA-qualifying leave.
 - f. Use of sick leave for this purpose shall run concurrently with Family and Medical Leave time, if applicable.

D. Amount of Sick Leave

1. At the beginning of each leave benefit year, employees shall receive 120 hours of sick leave for use during that leave benefit year. This amount will be pro-rated for those employees who are hired after the start of the leave benefit year. Pro-ration shall be from the beginning of the pay period in which the employee begins employment. For example, if an employee begins employment at any point during the fifth pay period of the leave benefit year, the pro-ration shall be calculated based on the first workday of that pay period, and the employee shall receive 101.5 hours of sick leave (22 pay periods remaining of the 26 available) after the employee completes the first 30 days of employment.

E. Notice of Brief Absence (4 Days or Less). This portion of the Article applies to employees with brief illnesses (such as the flu) and minor medical procedures where the employee reasonably expects to be absent four days or less, even if the absence ends up being longer.

1. Employees who need to use sick leave for an unexpected, brief illness must contact their supervisor or other designated person within the department 30 minutes or more before the beginning of the shift each day of the absence.
2. Employees who need to be absent for a scheduled medical appointment or short-term procedure or treatment must notify their supervisor or other designated person in the department as soon as the need for the absence is scheduled with the health care provider. Employees must schedule appointments outside regularly scheduled work hours when possible.

F. Notice of Prolonged Absence (More Than 4 Days) or Intermittent Leave. This portion of the Article applies to employees who need to be absent for illnesses or medical procedures for more than four days, or who need to use sick leave intermittently.

1. Employees who need to use sick leave for a prolonged, scheduled medical procedure or treatment (such as surgery, childbirth or recurring therapy) must notify their supervisor as soon as learning of the need for such a leave, or no less than 30 days before expecting to use leave. The notice must specify the reason for the leave, the date it's expected to begin, and the expected duration. For intermittent leave, which is not available for birth or care of a newborn child or placement of an adopted or foster care child, the notice must specify the reason for the leave and the scheduled dates and times for the absences.

2. Employees who unexpectedly become seriously ill or require prolonged treatment or recovery (or someone on behalf of the employee) must call the supervisor as soon as reasonably possible under the circumstances.
3. Supervisors should notify the Human Resources Department any time an employee requests a prolonged sick leave.

G. Required Information.

1. Employees are responsible for making sure that all of the requested information is provided promptly, including follow-up information and updates. Sick leave may be denied or terminated, and the employee may be subject to disciplinary action up to and including termination of employment, for failure to undergo a medical examination or promptly provide the types of information described in this Article.
2. Employees who request sick leave or who have used sick leave may be required by their supervisor or the Human Resources Department to do the following:
 - a. Periodically communicate with the supervisor or the Human Resources Department regarding the anticipated date of return to duty;
 - b. Provide written verification of the following from the physician or other health care provider treating the employee:
 - i. Date on which the condition commenced;
 - ii. Nature and extent of illness or injury, but only as is necessary to determine the employee's ability to perform job functions;
 - iii. duration of illness or injury;
 - iv. Confirmation that the employee is unable to perform essential job functions;
 - v. Anticipated date on which the employee may return to work;
 - vi. Release stating that the employee is able to return and perform his or her duties without endangering the health and safety of himself or herself or others, and describing restrictions on the employee's work activities;

- vii. In the case of intermittent absences:
 - aa. The dates on which the treatment is expected to be given and the duration of treatment; and
 - bb. Confirmation that intermittent leave is medically necessary, and the expected schedule and duration of the intermittent leave.
 - c. Undergo a fitness for duty examination by a physician or other health care provider designated and paid for by the City; obtain a release from a physician or health care provider confirming that the employee is able to return to work without endangering the health and safety of himself or herself or others; and/or obtain a detailed description satisfactory to the City of restrictions on the employee's work activities.
 - d. Employees who request sick leave based on a family member may be required by their supervisor or the Human Resources Department to provide information and documentation verifying the illness or injury of the family member or the family member's medical appointments.
- H. Sick Leave During Vacation. Sick leave may not be used during a scheduled vacation, compensatory or award time off, except under extraordinary circumstances. A request to use sick leave during a scheduled vacation, compensatory or award time off must be made to, and may be granted or denied in the discretion of, both the employee's department or division head and the Director of Human Resources.
- I. Holiday Pay During Sick Leave. Employees who are eligible for holiday time and who are on sick leave during a designated holiday must record holiday time for that day (if available) and not sick leave. An employee who is scheduled to work on a holiday and becomes sick must record holiday time (if available) only for the day.
- J. Continuation of Benefits During Sick Leave. During paid sick leave under the terms of this Article, all benefits will continue as though the employee were at work.
- K. Misuse Prohibited. Employees are prohibited from using sick leave except under the circumstances described at the beginning of this Article. Employees who, in the City's judgment, misuse sick leave are subject to disciplinary action and sick leave benefits may cease. When there appears to be a possibility that sick leave is being misused, the department or division head or supervisor may:

1. Make further inquiry of the employee about past or ongoing use of the leave time;
2. Require the employee to provide the type of information or submit to medical examinations as described above; and/or
3. Require the employee to provide written medical verification or be seen by the City's designated physician in order to use any further sick leave.

L. Return from Sick Leave.

1. Employees returning from sick leave may, at the discretion of the City, be required to:
 - a. Complete a fitness for duty examination by a physician or other health care provider designated and paid for by the City;
 - b. Obtain a release from that physician or health care provider confirming that the employee is able to return to work without endangering the health and safety of himself or herself or others; and/or
 - c. Obtain a description satisfactory to the City of any restrictions upon the employee's work activities.
2. If employees do not return to work on the date expected following sick leave, or decline a comparable position, their employment may terminate.

M. Applicability of Family and Medical Leave and Family Care Leave Acts. Sick leave used for purposes of childbirth or serious health condition of the employee, or caring for the employee's spouse, civil union partner, child, or parent suffering from a serious health condition will, in addition to sick leave, be counted as leave under the Family and Medical Leave Act ("FMLA") and the Colorado Family Care Act ("FCA) as applicable.

N. No Payment upon Separation from Employment. Employees who have available but unused sick leave at the time of separation of employment shall not be paid for such unused leave. However, if a terminated employee returns to work with the City within a six-month period from the date of separation, the City will reinstate any uncompensated, accrued sick leave balances for that employee.

Article 32: SHORT-TERM DISABILITY LEAVE

- A. This Article is intended to provide employees with income replacement associated with time off for certain short-term disabilities arising from non-occupational illnesses or injuries. Employees are eligible to use short term disability leave in accordance with this policy.
- B. When Short-Term Disability Leave May Be Used.
1. An employee may take available short-term disability leave when he or she is disabled and unable to perform his or her job due to a non-occupational personal illness, injury, or other medical condition. For purposes of this policy, the term “disabled” means that the employee is unable to perform one or more of the essential functions of his or her job with the City and the employee is not on full-time modified duty pursuant to Article 30.
 2. The fact that an employee is provided with partial day or week modified duty shall not disqualify an otherwise qualified employee from using partial day or partial week short-term disability.
 3. An employee shall not be permitted to use short term disability leave if the employee is on an unpaid leave of absence for 30 continuous calendar days. For the purposes of this paragraph, if an employee works 10 hours or less during a 30-day period, that period shall be considered a leave of absence.
- C. Amount and Commencement of Short-Term Disability Leave.
1. An employee may be eligible for short term disability leave for up to 26 weeks per incident, so long as the employee is under the care of a qualified healthcare provider and disabled as determined by the City’s short-term disability administrator. The first consecutive 14 calendar days of being disabled shall be an elimination period and shall be unpaid unless the employee is permitted to use available sick leave, vacation leave, award time, accrued but unused holiday time, and/or compensatory time.
- The next six (6) weeks of short-term disability leave will be paid by the City at 100% of the employee’s regular pay based on the position’s designated FTE, excluding commissions, bonuses, overtime pay or any other extra compensation.
- Weeks 7-12 will be paid at 80% of the employee’s base salary. Weeks 13-26 will be paid at 66.67% of the employee’s base salary. An employee may choose to use any available vacation leave, sick leave,

award time, accrued but unused holiday time, donated time, or compensatory time to increase the short-term disability leave from 75% to 100% of the position's designated FTE.

2. The elimination period of 14 calendar days is the period of time an employee must be continuously disabled before disability benefits are payable.
3. If an employee returns to work following the use of paid short-term disability leave and subsequently becomes qualified for available short-term disability leave again within two consecutive calendar weeks of returning to work due to the same or related causes, the employee will not be required to complete a new elimination period.

D. Notice of Intent to Use Short-Term Disability Leave.

1. An employee who needs to use short-term disability leave for a prolonged, scheduled medical procedure or treatment (such as surgery or childbirth) must notify his/her supervisor as soon as learning of the need for such a leave, or about three months before expecting to give birth. The notice must specify the reason for the leave, the date it is expected to begin, and the expected duration.
2. An employee who unexpectedly becomes seriously ill or requires prolonged treatment or recovery (or someone on behalf of the employee) must call the employee's supervisor as soon as reasonably possible under the circumstances.

E. Required Information.

1. Employees are responsible for making sure that all of the requested information is provided promptly, including follow-up information and updates. Short-term disability leave may be denied or terminated, and the employee may be subject to disciplinary action up to and including termination of employment, for failure to undergo a medical examination or promptly provide the types of information described in this Article.
2. Employees who request short-term disability leave or who have used short term disability leave may be required to do the following:
 - a. Periodically communicate with the supervisor or the City's short-term disability administrator regarding the anticipated date of return to duty;

- b. Provide written verification to the City's short-term disability administrator of the following from the physician or other health care provider treating the employee:
 - i. Date on which the condition commenced;
 - ii. Nature and extent of illness or injury, but only as is necessary to determine the employee's ability to perform the job functions;
 - iii. Probable duration of illness or injury;
 - iv. Confirmation that the employee is unable to perform essential job functions and a description of the essential job functions that the employee is able to perform along with any work restrictions;
 - v. Anticipated date on which the employee may return to work;
 - vi. Release stating that the employee is able to return and perform his or her duties without endangering the health and safety of himself or herself or others, and describing restrictions on the employee's work activities;
- c. Undergo a fitness for duty examination by a physician or other health care provider designated and paid for by the City; obtain a release from a physician or health care provider confirming that the employee is able to return to work without endangering the health and safety of himself or herself or others; and/ or obtain a detailed description satisfactory to the City of restrictions on the employee's work activities.
- d. Provide all information necessary to the City's short-term disability administrator so that he or she may make an eligibility determination.

F. Misuse Prohibited. Employees are prohibited from using short term disability leave except under the circumstances described in this Article. Employees who, in the City's judgment, misuse short term disability leave are subject to disciplinary action and short-term disability leave benefits may cease. When there appears to be a possibility that short-term disability leave is being misused, the department or division head or supervisor may:

- 1. Make further inquiry of the employee about past or ongoing use of the leave time;

2. Require the employee to provide the type of information or submit to medical examinations as described above; and/or
3. Require the employee to provide written medical verification or be seen by the City's designated physician in order to use any further short-term disability leave.

G. Denial or Termination of Short-Term Disability Leave. Short-Term Disability Leave shall be denied or terminated on the earliest of:

1. Expiration or exhaustion of the leave.
2. Recovery from disability.
3. Termination of employment.
4. Failure of the employee to provide medical records and information deemed necessary by the City to administer this Article.
5. Failure of the employee to follow the provisions of this Article or to reasonably cooperate with the City in administering this Article.
6. Failure of the employee to meet the eligibility requirements of this Article.
7. The employee is approved to receive long term disability benefits.

H. Limitations and Exclusions.

1. An employee shall not be eligible to use short-term disability leave during any of the following periods:
 - a. Any period the employee is not under the regular and continuing care of a physician providing appropriate treatment by means of examination and testing in accordance with the disabling condition.
 - b. Any period the employee fails to submit to any medical examination requested by the City or requested by the City's short-term disability administrator.
 - c. Any period of disability due to mental illness, unless the employee is under the continuing care of a licensed mental health care provider.

- d. Any period of disability due to drug and alcohol illness, unless the employee is actively supervised by a physician or rehabilitation counselor and is receiving continuing treatment from a rehabilitation center or a designated institution approved by the City.
2. An employee shall not be eligible to use short-term disability leave if the employee's disability is due to any of the following:
 - a. War, declared or undeclared, or any act of war.
 - b. Active participation in a riot, rebellion, or insurrection.
 - c. Committing or attempting to commit an assault, felony or other illegal act.
 - d. Injury or sickness for which the employee is entitled to benefits under any Workers' Compensation, Occupational Disease, or similar law.
 - e. Injury or sickness sustained while doing any act or thing pertaining to any occupation for wage or profit.
 - f. Sickness or injury due to cosmetic or reconstructive surgery, except for such surgery necessary to correct a deformity caused by sickness or accidental injury.
- I. Holiday Pay During Short-Term Disability Leave. Employees who are eligible for holiday time and who are on short term disability leave during a designated holiday must record holiday time for that day (if available) and not short-term disability leave.
 - J. Continuation of Benefits During Short-Term Disability Leave. During short-term disability leave under the terms of this Article, all benefits will continue as though the employee were at work.
 - K. Return from Short-Term Disability Leave.
 1. Employees returning from short-term disability leave may, at the discretion of the City, be required to:
 - a. Obtain a release from their physician or health care provider confirming that the employee is able to return to work without

endangering the health and safety of himself or herself or others;

- b. Obtain a description satisfactory to the City of any restrictions upon the employee's work activities; and/or
- c. Complete a fitness for duty examination by a physician or other health care provider designated and paid for by the City.

- 2. If employees do not return to work on the date expected following short-term disability leave, or decline a comparable position, their employment may terminate.

L. Applicability of Family and Medical Leave. Short-term disability leave used for purposes of childbirth or serious health condition of the employee will, in addition to short-term disability leave, be counted as leave under the Family and Medical Leave Act ("FMLA") if applicable. (Please refer to the "Family and Medical Leave" policy in the City of Fort Collins Personnel Policies and Procedures.)

M. No Payment upon Separation from Employment. Employees who have available but unused short-term disability leave at the time of separation of employment shall not be paid for such unused leave.

N. Administration of Article.

- 1. The City may, in its discretion, use a third-party administrator to administer all or any part of this Article.
- 2. A request for a review of a decision made by a third-party administrator shall initially be made in writing to the third-party administrator within 30 calendar days of the provision of notice of the decision to the employee. A copy of the request for review should also be forwarded to the City's Benefits Manager. Thereafter, the employee may appeal in writing the final decision of the third-party administrator to the City's Benefits Manager within 30 calendar days of the provision of notice of the third-party administrator's final decision. The decision of the Benefits Manager shall be final and not subject to grievance under Article 36.

Article 33: PENSION, DEFERRED COMPENSATION, AND DEATH AND DISABILITY CONTRIBUTION

- A. The City shall contribute eleven percent (11%) of the base salary of sworn police officers and dispatchers in each year of this contract to a 401 Plan managed by the City-designated administrator (Administrator), and the employee shall contribute eight and one-half percent (8.5%) of the employee's base salary to the 401 Plan. The employee will have the choice of investment strategies for the plan as managed and offered by the Administrator.
- B. For Community Service Officers, in each year of this contract, the City shall contribute eight percent (8%) of the employee's base salary to a 401 Plan managed by the Administrator, and the employee shall contribute three percent (3.0%) of the employee's base salary to the 401 Plan. The employee will have the choice of the investment strategies for the Plan as managed and offered by the Administrator.
- C. Employees shall be permitted to participate in the 457(B) deferred compensation plans. Employees shall have the option to contribute a portion of their base salary to the 457(B) plan. Nothing shall prohibit the employee from contributing any amount they desire within federal or other applicable guidelines, for such accounts.
1. The City of Fort Collins will contribute a base of (.4%) in 2025, (.7%) in 2026, and (1.0%) in 2027 of the employee's base salary. In addition, the City will match up to 3% of the employee's base salary, except those in the CSO position, which will be applied to the 457 Deferred Compensation Plan at the employee's discretion, as permitted by the applicable and federal guidelines.
 2. A payroll deduction account shall be designated whereby the employee's 457(B) deferred compensation plan contribution is deducted from the employee's paycheck and deposited directly into the employee's 457(B) deferred compensation plan.
- D. The City shall pay the entirety of the state mandated contributions for death and disability coverage pursuant to C.R.S. § 31-31-811(4) for all officers hired on or after January 1, 1997.
- E. The City will provide long-term disability insurance coverage for those sworn officers and communications dispatchers who are no longer eligible for state mandated disability coverage under FPPA and are at least 55 years of age and have completed 25 years of continuous employment in their respective positions with the City. This coverage shall be pursuant to the terms and

conditions of the insurance coverage provided to other classified employees of the City.

Article 34: POST EMPLOYMENT HEALTH PLAN

- A. Employees shall participate and contribute to a Post Employment Health Plan (PEHP) based on the contribution in Schedule A below. Employees who are members of the National Guard or Reserves of the armed forces and retirees and veterans who have separated from service with permanent medical benefits shall not be eligible to participate in the PEHP plan. Employees must provide evidence of coverage from TRICARE or an equivalent military medical benefit provider. If TRICARE or some equivalent coverage is no longer available to a former employee who was not eligible for the PEHP, they must provide evidence to the City and will then become eligible to participate in the PEHP.
- B. The City shall sponsor and contribute to a PEHP plan on behalf of the CBU members (based on years of service in the CBU), to be administered in accordance with Schedule A below. Employees affiliated with the armed services, (as described in Section A, above) who are ineligible for the PEHP shall receive the same contribution amounts described in Schedule A, but they will be applied by the City to their 457(B). Employees will need to request enrollment in the 457(B) plan if not already enrolled. Any applicable payroll taxes will need to be paid by both the employee and employer on these employer 457 plan contributions since the IRS views all 457 plan contributions as employee deferral of income. All applicable IRS regulations, including those about annual contribution limits, will be followed.
- C. Schedule A

Years of Service	Percent of Contribution (each, Employer and Employee)
0 – 9.99 years of service	1.25% of base salary
10 – 19.99 years of service	1.50% of base salary
20 years of service until retirement	1.75% of base salary

- D. Employees shall have the right to invest the contributions how they wish in accordance with applicable guidelines and according to the PEHP's investment options. A payroll deduction account shall be designated whereby the contributions are deducted and deposited directly into the employee's PEHP on behalf of the employee in accordance with the applicable guidelines.
- E. The City shall pay out an employee's sick leave balance at a rate of 10% of the balance at the end of the leave balance year. The 10% of sick hours left

will be added to the employee's PEHP. Ex. An employee ends the year with 80 hours in their sick leave bank. They receive 8 hours (10%) of straight time value deposited into their PEHP.

Employees who are members of the National Guard or Reserves of the Armed Forces and retirees and veterans who have separated from service with permanent medical benefits shall not be eligible to participate in the PEHP plan. The City shall pay out such employees' sick leave balance at a rate of 10% of the balance at the end of the leave balance year into the employee's 457(B) if they have established such account.

- F. When employees, eligible to participate the PEHP, pass one of the milestone anniversaries (based upon cumulative service in the CBU) listed in the table below, the City will make a one-time contribution in an employee's PEHP consistent with the amounts in the table immediately below. Similarly, when employees who are not eligible to participate in the PEHP, as described in section A, pass one of the milestone anniversaries (based on cumulative service in the CBU) listed in the table below, the City will make a one-time contribution to a 457(b) account the employee has established, if they have established such account.

These contributions will be made no later than the first pay period after the end of the quarter if the employee is employed on the date of the agency employment milestone anniversary.

Agency Employment Milestone Anniversary	One-time PEHP/457(b) Contribution
10 year	\$5,000
15 year	\$7,500
20 year	\$12,000
25 year	\$15,000

- G. Retired employees who, pursuant to the terms and conditions of the 2019-2021 collective bargaining agreement between the parties, qualified for a four-thousand-dollar (\$4,000) contribution to their retiree health savings will continue to receive those contributions until they turn 65 years of age.
- H. Employees who have not met the eligibility criteria of 55 years and completed 20 years or more of continuous employment, if deemed permanently disabled via FPPA or the City's long-term disability carrier, once separated from employment, shall be eligible to receive a one-time stipend in the amount of fifteen thousand dollars (\$15,000), which will be deposited into the PEHP, offered by the City. Employees who separate from employment for cause as

that term is defined in Article 37 or who are not “in good standing” as that term is defined in Fort Collins Police Services Policy Manual, as amended, are not eligible for this benefit.

Article 35: PROCEDURES FOR ADMINISTRATIVE INVESTIGATIONS

- A. Purpose of an Administrative Investigation. The purpose of an administrative investigation is to determine whether or not any Agency or City rules, regulations, policies, procedures, or training directives have been violated. This provision only sets forth the procedures for administrative investigations. The rights and expectations of employees and City management in matters other than procedure are within the sole and exclusive discretion of City management. Employees should review all departmental and City rules, policies, procedures, and directives for an understanding of the non-procedural aspects of administrative investigations.
- B. Separation Between Administrative and Criminal Investigations. Administrative and Criminal investigations shall be conducted separately and managed by different individuals. The criminal investigator shall not have access to evidence, results, and other information that came from compelled disclosures made by the investigated employee or that were obtained from leads furnished by such disclosures. Additionally, information that is regulated by the Colorado Open Records Act, such as the contents of an employee's personnel file, shall only be released in a manner consistent with that Act.
- C. Authority to Investigate.
1. Except for investigations related to complaints or allegations of harassment, discrimination, or retaliation based on an individual's race, color, religion, national origin or ancestry, sex, age, sexual orientation, pregnancy, physical or mental disability or veteran status, made by a member of the Collective Bargaining Unit about the conduct of another Agency employee (referred to hereafter as “Discrimination Allegations”), the Chief of Police has primary authority to conduct all administrative investigations of Department employees, or cause them to be conducted.
 2. Any Discrimination Allegation, that if true, constitutes a violation of City policy will be investigated by a representative of the City Manager's Office assigned to investigate all such allegations or such representative will oversee an investigation.
 3. The Chief or City Manager may request and authorize the City's Human Resources Department to conduct an administrative investigation.

4. All supervisors have the authority to conduct administrative investigations when authorized to do so by Policy or by the Chief. The Chief may direct any supervisor to conduct an administrative investigation.

D. Procedures Afforded Employees.

1. An employee who is the subject of an administrative investigation shall be informed in writing, within a reasonable period of time of the complaint being filed, of the existence of the complaint and/or charge which initiated the administrative investigation, except that such disclosure may be withheld until the investigation is completed if the Chief determines that disclosure might jeopardize the investigation.
2. An employee who is the subject of an administrative investigation shall be provided an opportunity to respond to the complaint and/or charge.
3. An employee who is the subject of an administrative investigation shall be assured that the Department will consider the employee's response.
4. An employee complainant and an employee who is the subject of an administrative investigation shall be provided with notice of the determination of the complaint/charge within a reasonable time following the conclusion of the administrative investigation.
5. An employee complainant and an employee who is the subject of an administrative investigation shall be permitted to have one representative of his/her choice present for any interview or procedure required of the employee during the administrative investigation. However, the representative shall not be a witness or the subject or potential subject of the administrative investigation which is being conducted concerning the employee or be involved in either the employee's administrative or criminal investigation or be a supervisor in the chain of command of the employee.

The representative's role shall be restricted to that of an advisor to the employee, and not as a participant in the questioning or investigation. The employee's representative may not interfere with the questioning or investigation. The employee may request the presence of the representative before or during the interview.

6. Administrative investigation interviews of the employee shall be conducted at reasonable hours, unless the seriousness of the allegation requires immediate action. The duration of the interview of an employee shall be for a reasonable period of time and shall allow for reasonable personal necessities and rest periods. The employee

being interviewed shall not be subjected to offensive language or threatened with transfer or discipline.

However, an employee may be advised that failure to cooperate in the investigation, including a refusal to honestly and completely answer relevant questions, could result in discipline up to and including termination of employment. The interviewer shall make no promise or offer of a reward to the employee as an inducement to answer questions. The interview may be audio and/or video tape recorded by the Department.

Upon request, the Department will provide a copy of the tape to the employee without charge. Questions asked of an employee during an interview must be reasonably relevant to the administrative investigation. However, the employee's failure to recognize the relevance of a question shall not be justification for the employee to refuse to answer the question.

7. While the Department will make a reasonable effort under the circumstances to schedule the interview of an employee at a time convenient to the employee's representative if requested, the Department shall establish the time for the interview based primarily on the needs of the investigation and the availability of investigating personnel as determined by the Department.

E. Levels of Administrative Investigation. Consistent with the terms of this provision, the Chief of Police shall establish an administrative investigative process that encompasses different levels of investigation. Such investigatory levels and the process associated with them shall be as established by Departmental policies and/or Standard Operating Procedures. This process shall be consistent with the disciplinary grievance process set forth in this Agreement.

F. Administrative Investigation Tools.

1. Administrative investigations will be conducted using all standard investigative methods, procedures, tests, examinations, and tools appropriate and reasonable under the circumstances as determined by the Department. The Department may require an employee under administrative investigation to submit to such methods, procedures, tests, examinations and tools that the investigator deems may yield relevant information or evidence.

Refusal of the employee to submit to such methods, procedures, tests, examinations and tools shall subject the employee to discipline up to and including termination of employment. The employee shall be

provided with written advance notice of the disciplinary consequences of refusal.

2. An employee may request an Intoxilyzer, blood, urine, physical or psychological examination, or polygraph examination if the employee believes such would be beneficial to their defense. If the Department believes the results of the test could be relevant to the matter being investigated, the Department will pay for the cost of the test(s). The results of the requested tests may be used in any administrative or criminal investigation.
3. Polygraph examinations for supervisory-initiated or complainant-initiated administrative investigations will not be administered without specific prior approval of the Chief of Police. An employee who is the subject of a complainant-initiated administrative investigation shall not be required to take a polygraph examination unless the complainant has first undergone a polygraph examination and been found to have been truthful as to the material allegations, in the opinion of the examiner. An employee who is the subject of a supervisory-initiated administrative investigation may be required to take a polygraph examination regardless of whether or not any other person has first undergone a polygraph examination. When polygraph examinations are administered, they will be specifically, directly, and narrowly related to the performance of the employee's official duties, and to the issues raised in a specific investigation.
4. Employees may take additional tests or examinations for the purpose of seeking a second opinion. The cost of these tests or examinations shall be borne by the employee.
5. All tests and examinations will be conducted pursuant to any applicable state or federal laws, and any information obtained regarding the medical condition of an employee will be kept confidential in a separate medical file.

G. Employee Review of Administrative Investigation Files.

1. At any time during or after the completion of an administrative investigation, employees shall be provided without charge a copy of their own interview recordings or transcripts and their own statements.
2. Other than as set forth in the preceding paragraph, employees will not have access to any portion of an administrative investigation file without the written consent of the Chief of Police. The Chief shall provide his written consent if he/she determines that such access is necessary in order to allow the employee to prepare for a scheduled

disciplinary hearing, or the Chief otherwise determines that such access is in the best interests of the City.

3. Other than as set forth in paragraph G.1. above and paragraph J below, employees will not have access to any portion of an internal investigation file involving Discrimination Allegations without the written consent of the City Manager. The City Manager may provide his or her written consent if he/she determines that such access is necessary in order to allow the employee to prepare for a scheduled disciplinary hearing, or the City Manager otherwise determines that such access is in the best interests of the City.

H. Constitutional and Statutory Rights Preserved. The administrative investigation procedures set forth in this provision shall not be applied or interpreted to diminish the constitutional or statutory rights of any employee.

I. Any alleged violation of this Article is grievable pursuant to Article 37 (Disciplinary Grievance) and not pursuant to Article 36 (Contract Grievance).

J. Review Procedures for Investigations into Discrimination Allegations

1. At the conclusion of an investigation into Discrimination Allegations as described in paragraph C.2 above, a three-member panel will be convened to conduct a review of the investigation file to determine whether the investigation is sufficient. The three-member panel will use Robert's Rules of Order in conducting their meetings and in making any determinations about whether the investigation is sufficient. The three-member panel may, at its discretion, recommend that further investigation occur.

Upon completion of its review, the three-member panel may concurrently convey any observations or recommendations regarding the Discrimination Allegations investigation and findings reached by the investigator. The results of the three-member panel review will be provided to the City Manager's representative described in paragraph C.2 above.

2. The three-member review panel shall be made up of an employment legal expert retained by the City, a member of the Collective Bargaining Unit with no less than five years of service as an employee of Fort Collins Police Services and a City of Fort Collins management level employee who is not employed by Fort Collins Police Services. The Bargaining Unit member will be selected through a random drawing and must not be a complaining party, a witness, or investigation subject related to the investigation to be reviewed. Another random drawing is required if the

name drawn during the random drawing is a relative of either the complainant or subject employee.

“Relative” is defined the same as in the Fort Collins Police Services policy manual. The Bargaining Unit member who participates on the three-member review panel will be advised in writing of his or her obligation to keep all information obtained during the investigation review confidential at all times.

Article 36: CONTRACT GRIEVANCE

- A. A grievance under this contract grievance provision shall be confined to an alleged violation of any express provision of this Agreement and shall not include any disciplinary or Article 35 (Procedures for Administrative Investigations) matters. A grievance may only be filed for a specific action or inaction of the City. Any employee may discuss any matter with their supervisor without invoking the formal grievance procedure provided in this provision. Likewise, the FOP may discuss any matter with City management without invoking the formal grievance procedure provided in this provision.
- B. The following grievance procedures shall be followed:
1. A grievance must be initiated by either an aggrieved employee or by the FOP on behalf of any one or more individual aggrieved employees. The grievant must reduce the grievance to writing, provide the reason for the grievance, specify the provisions of the Agreement allegedly violated, set forth the facts relied upon to support the grievance, and state the desired disposition of the grievance.
 2. The grievant must provide the written grievance to the Deputy Chief, Assistant Chief, or Director of the employee's Division, with a copy to the Human Resources Executive and the FOP, within ten (10) business days from the occurrence of the grieved event or from when the grievant should have reasonably learned of the grieved event.
 3. The Deputy Chief, an assistant chief, Director, or their designee shall have ten (10) business days, excluding absences from the usual work site for the Deputy Chief, an assistant chief, Director, or designee, from receipt of the written grievance to issue a written decision to the FOP.
 4. If the grievant is not satisfied with the written decision of the Deputy Chief, an assistant chief, Director, or their designee, the grievant may appeal the grievance to the Chief of Police. The written appeal, specifically stating the portions of the decision disagreed with and the reasons for the disagreement, must be provided by the grievant to the

Chief, with a copy to the Human Resources Executive and the FOP, within ten (10) business days from the date of issuance to the FOP of the Deputy Chief's, an assistant chief's, Director's, or their designee's decision.

5. The Chief of Police, or his/ her designee, shall have ten (10) business days, excluding absences from the usual work site for the Chief or his/her designee, from receipt of the written appeal to issue a written decision to the FOP.
6. If the grievant is not satisfied with the written decision of the Chief of Police, or his/her designee, the grievant may appeal the grievance to arbitration. The written appeal, specifically stating the portions of the decision disagreed with and the reasons for the disagreement, must be provided by the grievant to the Human Resources Executive and the FOP, within ten (10) business days, excluding absences from the usual work site for the employee, from the date of issuance to the FOP of the Chief's or his/her designee's decision.
7. Upon receipt of a timely written appeal, the Human Resources Executive or his/her designee shall attempt to reach an agreement with the grievant as to the selection of a neutral arbitrator to hear and decide the grievance. In the event that the parties are unable to reach an agreement, either the grievant or the City may refer the matter to the Federal Mediation and Conciliation Service ("FMCS") to request a list of seven (7) arbitrators, and the parties shall select the arbitrator alternately striking names from the list until one arbitrator remains, who shall be the arbitrator selected. The finding of the arbitrator shall be final and binding on all parties.
8. The arbitrator shall have the authority to hold meetings and make procedural rules. The arbitrator shall have access to all arbitrated decisions concerning the interpretation and application of this Agreement. The findings of the arbitrator must be consistent with law, including federal and state laws and the City Charter, and the terms of this Agreement. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The fees and necessary expenses of any arbitration, including the arbitrator's fee, but excluding all fees and expenses incurred by either party in the preparation or presentation of its case, shall be borne equally by the City and the FOP.
9. If the grievant fails to comply with any time limit set forth in this provision, the grievance shall be deemed forfeited. If the City fails to comply with any time limit set forth in this provision, the grievance shall be deemed denied as of the last day of the time limit and may be

moved to the next step within the time frames set forth in that step. The grievant and the City may agree in writing to extend any time limit set forth in this provision.

10. Either the grievant or the City may request a certified court reporter to take a stenographic record of the evidence taken at the arbitration hearing. The party requesting a stenographic record shall provide a copy to the arbitrator and pay the cost thereof, except that if the other party shall request a copy of any transcript, the parties shall share equally the entire cost of making the stenographic record.
 11. A grievant, at his/her own cost, may be represented by an FOP official or legal counsel at any step in the grievance process. Likewise, City management may be represented by legal counsel at any step in the grievance process.
- C. The City shall compile a record of all grievances filed pursuant to this provision. The record shall be used by the City to compile an annual report of the outcomes of the grievances. The annual report shall be made available to the FOP and the Management Labor Committee, if any.
- D. The term "business day" means any Monday through Friday that the general offices of the City are open for business.

Article 37: DISCIPLINARY GRIEVANCE

- A. A grievance under this disciplinary grievance provision shall be confined to complaints of disciplinary matters as specified herein and shall not include any matters having to do with alleged violations of any provision of this Agreement, other than Article 35 (Procedures for Administrative Investigations) matters. A grievance may only be filed for a specific action of the City.
- B. Any employee may discuss any matter with their supervisor without invoking the formal grievance procedure provided in this provision. Likewise, the FOP may discuss any matter with City management without invoking the formal grievance procedure provided in this provision.
- C. Only employees who have completed their introductory period of employment with the City shall be entitled to the procedures set forth in this provision. The introductory period is that period of employment from the commencement of employment for a period of time determined by the City during which an employee is "at will" and employment is at the mutual consent of the employee and the City. Accordingly, either the introductory employee or the City may terminate the employment relationship at any time without cause or

notice, and the City may impose discipline at will at any time with or without cause or notice.

However, employees who are promoted and placed on a promotional introductory period shall be subject to the procedures set forth in this provision during the introductory period, but only with respect to their continued employment with the City at their pre-promotion position. Accordingly, during the promotional introductory period, the City may return the employee to his/her former position at any time without cause or notice.

- D. What constitutes cause for discipline is within the sole and exclusive discretion of City management. "Cause" is described in City Personnel Policy and Procedure section 10.1.2. Employees should review all departmental and City rules, policies, procedures, and directives, as well as civil and criminal law, the City Code, and the City Charter for an understanding of some actions or inactions that may bring about the imposition of discipline.
- E. For the purpose of establishing the applicable grievance procedures, disciplinary actions by the City are divided into the following two categories:
1. Major discipline, defined as a disciplinary suspension without pay of thirty (30) hours or more, disciplinary demotion, or termination of employment for a disciplinary reason.
 2. Minor discipline, defined as an oral or written reprimand, disciplinary suspension without pay of less than thirty (30) hours, or failure to promote for a disciplinary reason.
- F. Pre-decision Hearing.
1. Prior to the imposition of major discipline or a disciplinary suspension of less than thirty (30) hours, an employee shall be provided with notice and an opportunity to be heard. The City shall provide the employee with written notice of the pre-decision hearing that contains the following information:
 - a. A description of the performance problem, misconduct, or other reason for the recommended discipline.
 - b. Related background information, such as previous disciplinary actions.
 - c. Type of discipline being recommended.
 - d. Date, time, and location of the hearing.

- e. Notice that the employee may have a member of the FOP or an attorney present at the hearing.
 - f. Signature line for the employee to acknowledge receipt of the notice.
2. Unless waived by the employee, the pre-decision hearing will be held before the Chief of Police or his/her designee. The hearing will provide the employee with the opportunity to be heard and present information concerning the proposed discipline. The employee may, at the employee's expense, have a member of the FOP or an attorney present at the hearing to provide advice and assistance. With the consent of the employee, the FOP may provide whatever information it believes to be relevant to the Chief's decision.

Also, with consent of the employee, an FOP Review Board may provide input to the Chief prior to his/her decision. Such FOP Review Board shall consist of not more than three (3) employees selected by the FOP. The time spent by the FOP Review Board members approved in advance by the Chief shall be paid at straight time by the City and shall not be considered hours worked under the Fair Labor Standards Act for purposes of calculating overtime.

The FOP Review Board must complete its review and submit a written report of its review to the Chief or his/her designee within fourteen (14) calendar days of its receipt of the investigative report from the Chief or his/her designee and its written report shall be provided not less than three (3) business days prior to the pre-decision hearing.

The Chief may have supervisors and an attorney present at the hearing to provide advice and assistance. The City will make a reasonable effort to set the hearing for a date and time convenient to the employee, his/her representative, and if applicable, the FOP. Unless waived by the employee, the FOP, and the City, the hearing will be audio tape recorded.

3. A decision whether to impose major discipline and, if so, what type, will be made within a reasonable time after the hearing. Factors such as the availability of information and the need for further investigation may delay the decision. If the Chief is unable to render a decision within ten (10) business days of the conclusion of the hearing, the Chief shall provide to the employee and the employee's representative a written explanation for the delay and an estimate as to the date when the decision shall be rendered. The employee and his/her representative shall be provided the decision in writing.

4. If the employee waives the hearing, the decision will be based upon the information available to the Chief and the employee's personnel record.

G. Grievance Procedure for Major Discipline.

1. A grievance of major discipline must be initiated by the aggrieved employee. The grievant must reduce the grievance to writing and provide the reason for the grievance and the desired disposition of the grievance.
2. The grievant must provide the written grievance to the Office of the City Manager with a copy to the Human Resources Executive within fifteen (15) business days after receipt of the written notice of the imposition of major discipline.
3. Upon receipt of a timely written grievance, the Human Resources Executive shall schedule a major discipline post-decision hearing with a hearing officer appointed by the City Manager who shall be an attorney licensed to practice law in the State of Colorado and not a City employee. The hearing officer shall not have had any direct involvement in the disciplinary decision. The City will make a reasonable effort to set the hearing for a date and time convenient to the employee and his/her representative. The hearing shall be conducted pursuant to the provisions of policies and procedures adopted by the City Manager.

At the hearing, the hearing officer shall review relevant evidence, including but not limited to written documents and oral testimony, which is offered by the City or the employee. The hearing officer may also ask questions of the parties and witnesses during the hearing. The employee, at his or her expense, may have a member of the FOP or an attorney present at the hearing to provide advice and assistance. With the consent of the employee, and if the FOP is the employee's sole representative during the appeal hearing, the FOP shall be permitted the opportunity to provide the hearing officer with relevant information and closing argument prior to the hearing officer rendering a decision.

4. After the hearing, the hearing officer shall issue written findings in accordance with policies and procedures adopted by the City Manager. The City Manager or his/her designee shall review the hearing officer's findings and make the final decision regarding cause and level of discipline. This decision shall be final for purposes of judicial review. The Human Resources Executive will forward a copy of the hearing officer's findings and the City Manager's decision to the Chief of Police

and the City Attorney's Office and may also provide copies to other involved supervisory staff.

H. Grievance Procedure for Minor Discipline.

1. A grievance of minor discipline must be initiated by the aggrieved employee. The grievant must reduce the grievance to writing and provide the reason for the grievance and the desired disposition of the grievance.
2. The grievant must provide the written grievance to the Deputy Chief, an assistant chief, Director, or their designee, with a copy to the Human Resources Executive within ten (10) business days after receipt of the written notice of the imposition of minor discipline.
3. The Deputy Chief, an assistant chief, Director, or their designee shall endeavor to produce a written decision within ten (10) business days from receipt of the written grievance. With the consent of the employee, the FOP shall be permitted the opportunity to provide information to the Deputy Chief, an assistant chief, Director, or their designee prior to the rendering of a decision. Factors such as the availability of information, the need for further investigation, the desire to meet with the grievant, and the desire to have other supervisors in the chain of command review the grievance may delay the decision.

If the Deputy Chief, an assistant chief, Director, or their designee is unable to render a decision within the ten (10) business days, the Deputy Chief, an assistant chief, Director, or their designee shall provide to the employee and the employee's representative a written explanation for the delay and an estimate as to the date when the decision shall be rendered.

4. If the grievant is not satisfied with the written decision of the Deputy Chief, an assistant chief, Director, or their designee, the grievant may appeal the grievance to the Chief of Police or his/her designee. The written appeal stating the reasons for dissatisfaction must be provided by the grievant to the Chief, with a copy to the Human Resources Executive, within ten (10) business days from the date of issuance to the grievant or FOP, as applicable, of the Deputy Chief's, an assistant chief's, Director's, or their designee's decision.
5. The Chief of Police shall endeavor to produce a written decision within ten (10) business days from receipt of the written grievance. With the consent of the employee, the FOP shall be permitted the opportunity to provide information to the Chief or his/her designee prior to the rendering of a decision. Factors such as the availability of information,

the need for further investigation, the desire to meet with the grievant, and the desire to have other supervisors in the chain of command review the grievance may delay the decision.

If the Chief is unable to render a decision within the ten (10) business days, the Chief or his/her designee shall provide to the employee and the employee's representative a written explanation for the delay and an estimate as to the date when the decision shall be rendered. The decision of the Chief or his/her designee shall be final and binding and no further appeal shall be permitted.

I. Procedures Applicable to All Major and Minor Disciplinary Grievances.

1. If the grievant fails to comply with any time limit set forth in this provision, the grievance shall be deemed forfeited. If the City fails to comply with any time limit set forth in this provision, the grievance shall be deemed denied as of the last day of the time limit and may be moved to the next step within the time frames set forth in that step. The grievant and the City may agree in writing to extend any time limit set forth in this provision.
2. A grievant may be represented by an FOP official or legal counsel, at the employee's expense, at any step in the grievance process. Likewise, City management may be represented by legal counsel at any step in the grievance process. However, a specific FOP official cannot be involved in the grievance process if such official is a witness to the matter being grieved.
3. If any City decision-maker in the grievance process is directly involved as a witness in establishing the facts of a relevant event, that City decision-maker shall appoint a designee to fulfill that decision-maker's role. In the alternative, the decision-maker may direct the grievance process to proceed to the next level of review.
4. The term "business day" means any Monday through Friday that the general offices of the City are open for business.

- J. This Article entitled "Disciplinary Grievance" is the sole method for grieving disciplinary actions. Nothing under this Article shall be subject to the provisions of the previous Article entitled "Contract Grievance," including the arbitration provisions thereof.

K. Procedures Applicable to Minor or Major Discipline Resulting from Discrimination Allegations Investigation

1. After the three-member panel review described in Article 35. J, a supervisor recommending any minor or major discipline based on the results of a Discrimination Allegations investigation will consult with a representative of the City Manager referred to in Article 35. C regarding the appropriate level of disciplinary action. Such supervisor retains full authority to recommend any level of disciplinary action he or she deems appropriate.
2. If the Chief of Police receives a recommendation for minor or major discipline as the result of a Discrimination Allegation investigation, the Chief of Police will consult with a representative of the City Manager referred to in Article 35. C regarding the appropriate level of disciplinary action. The Chief of Police retains full authority to decide any level of disciplinary action he or she deems appropriate.
3. No supervisor who has been identified as the subject of a Discrimination Allegations investigation will be permitted to participate in reviewing recommended disciplinary action for the complainant until the Discrimination Allegation investigation is complete and resulting disciplinary action, if any, is final.

Article 38: FURLOUGHS AND LAYOFFS

- A. When the City determines, in its sole discretion, that a furlough is warranted because of budgetary reasons or service prioritizations, the City will consult with representatives of the FOP through the Labor/Management committee prior to determining the process by which the furlough will be implemented.
- B. Situations may occur when the City determines, in its sole discretion, that a reduction or change in the work force is warranted because of lack of work, budgetary reasons, staff reduction, or reorganization which result in the dismissal of one or more employees. The following provisions apply to such terminations.
- C. Layoffs will be decided on the basis of seniority within each of the following career lines: Sworn officers, Community Service Officers, and Dispatch employees. The least senior, based on seniority and regardless of rank, in a career line will be laid off until the target reduction, as set by management, is met.

- D. Employees whose positions are eliminated or who are notified that they will be terminated may apply for any open positions within the City, either before or after their separation from employment.
- E. A random drawing will be used to identify which employees with identical seniority within a career line will be subject to the layoff.
- F. Prior to any layoff, the City shall announce the intended positions to layoff, and any employee may choose to voluntarily leave or retire, if eligible, in order to reduce the number of employees to be laid off.
- G. Recall from layoff shall be in reverse order of layoff with the last employee displaced within a career line to be the first employee recalled to work within the applicable career line of Sworn officers, Community Service Officers, and Dispatch. Eligibility for recall expires one (1) year from the date of the layoff. Notice of recall shall be by certified mail sent to the employee's address on file in the Human Resources Department. The employee shall have 10 days to report back to work unless a reason, satisfactory to the City, is given during that 10-day period. An employee who fails to respond to the recall or who declines the recall will no longer be eligible for recall. In order to be eligible for re-employment, the recalled employee must continue to be minimally qualified for the position that he or she vacated.

Article 39: FITNESS TESTING

- A. The Physical Fitness Team will be responsible for scheduling and administering voluntary physical fitness assessment tests twice a year at about six-month intervals. The purposes of the tests are to provide employees with information on their levels of fitness and to serve as an incentive to develop good fitness. Fitness test procedures and equipment must be approved by the Chief of Police or his/her designee and individual test sheets will be maintained in a locked file cabinet in the work out facility. Awards will be granted based on participation and performance.
- B. The Fitness Team will be responsible for the specifics of the testing process under the following procedures.
 - 1. Each employee may earn up to a maximum of 20 hours of Award Time per test, based on their participation and overall performance. In addition, the Department may provide other incentives or award times as recommended by the Fitness Team. Employees may accrue an unlimited amount of award time; however, award time earned under this program is not in any way convertible to cash payment at any time, except as provided in Article 44 (Payment of Benefits Upon Separation or Death).

2. Fitness instructors will conduct physical fitness assessments to determine an employee's ability to participate in the process and instructors have the authority to refuse an employee's participation or postpone the test if there is an indication that the employee is ill, injured, or not physically able to participate.
3. Should an employee be injured during the testing process, they shall cease testing and notify the instructor at once. Medical attention should be sought, if needed and appropriate reports completed.
4. Employees may test during regular work hours if scheduling permits or may be granted flex time if they test during non-work hours.
5. In fairness to all employees, the tests must be completed during the time frame specified in the announcement of the tests in order to be eligible for awards. Employees who are required to test because of a job assignment, but who cannot complete the testing during the specified time frame, may complete the test at a later date, but will not receive incentive awards.
6. Part-time employees may participate in the program with the awards being adjusted accordingly.
7. Employees will be notified of their results as well as any awards earned. Files of the results will be retained for employee information, instructor's program evaluation, and for the Department to gather generalized statistical information.

Article 40: EMPLOYEE ASSISTANCE PROGRAM

The City will provide an Employee Assistance Program to employees. The Program will include up to eight (8) counseling visits that will be without cost to the employee.

Article 41: SENIORITY

A. Basis for Calculating Seniority.

1. Department Seniority: Every employee shall have a seniority rank commensurate with the amount of time they have been continuously employed by the Police Department.
2. Job Seniority: Employees who are promoted to Community Service Officer (CSO) Supervisor, Sergeant, Lieutenant, or Dispatch

Supervisor shall have Job Seniority within that specific position. Job Seniority begins anew every time an employee is promoted.

3. Team/Unit Seniority: Employees shall have Team/Unit Seniority when assigned to a specialized work team/unit. Team/Unit Seniority begins anew every time an employee is assigned to a new specialized work team/unit.

B. Shift Assignments.

1. The time, place, and manner of shift bidding will be established at the discretion of the Department.
2. Seniority shall be the sole factor in assigning shifts as set forth below unless the Chief of Police or his/her designee determines that the needs of the Department make it necessary to assign an employee or group of employees to a shift regardless of seniority.
 - a. Patrol Officers and Community Service Officers shall bid for work shift assignments based on seniority calculated as the length of time they have been continuously employed in their position at the Police Department.
 - b. Dispatcher IIIs/Call-takers (Skill levels I through III) and Radio Dispatchers (Skill levels IV through VI) are classified as two different positions for the purpose of establishing seniority. During shift bid, each position has designated shifts available for bidding. Employees will bid for their shift based on their seniority within their respective position.
 - i. Radio Dispatchers will bid first on shifts in order of the length of time an employee has been continuously employed in a Radio Dispatcher position.
 - ii. Then, Dispatcher IIIs will bid for shifts in order of the length of time each has been continuously employed in a Dispatcher III/Call-taker position.
 - c. CSO Supervisors, Patrol Sergeants, and Communications Supervisors shall bid for work shift assignments based on Job Seniority.
 - d. Lieutenants and the Communications Manager shall be assigned to a shift or other duty position by their Deputy/Assistant Chief or Director based on the needs and best interests of the Division they are assigned to.

- e. At the current time, units within the Criminal Investigations Division do not have multiple shifts. If a Detective unit is assigned to multiple shifts, the Detectives within that unit shall bid for work shift assignments based on Team Seniority.
 - f. Corporals in the Extended Duty Assignment shall bid a shift, from a list of available shifts provided by the Deputy Chief or Assistant Chief of the affected Division, or his/her designee, based on seniority from their selection date as a Corporal and their continuous service in that Division.
 - g. If implemented, Lead Dispatchers shall bid a shift, from a list of available shifts provided by the Director, or their designee, based on seniority from their selection date and continuous service as a Lead Dispatcher.
- 3. Employees who fail to participate in the shift bidding process will lose their seniority factor in determining shift assignment and shall be placed on a shift as determined by management.
 - 4. Patrol employees shall be permitted to trade shifts with other Patrol officers of like role/rank provided all of the officers between the Patrol employees who are trading shifts agree to the trade.
 - a. The Chief of Police, or his/her designee, may deny such a trade if it is not in the best interest of the department, if there is a need for an employee to remain on a specific shift for consistency in supervision or as a result of a disciplinary action.

C. Vacation Leave.

- 1. The time, place, and manner of vacation leave bidding and minimum staffing requirements will be established at the discretion of the Department.
 - a. Officers, Corporals, and Community Service Officers in the Patrol Division will bid for vacations based on seniority as calculated in the Shift Assignments section of this Article. Patrol Officers, Corporals, and CSOs may bid for one continuous primary vacation period up to his/her current annual accrual rate for the entire bid period.

Patrol Officers, Corporals, and CSOs will also have the option to bid a secondary vacation as long as the total amount of time for both the primary and secondary vacations does not exceed the officer's anticipated accrued vacation total at the time the leave

commences. The secondary vacation bid will not be finalized until all the bids for the primary vacation period have been implemented.

- b. The Communications Manager, Lieutenants, and Sergeants will schedule their vacations with the approval of their supervisors. Officers/Detectives assigned to special units will also schedule vacations with the approval of their sergeants.
- c. Dispatchers and Communications Supervisors shall bid vacation leave periods based on seniority as calculated in the Shift Assignments section of this Article. Dispatchers and Communications Supervisors will be allowed to bid a maximum of 80 hours of vacation during the first round of vacation bid. The vacation time can be in one or two block increments.

A maximum of two Dispatchers will be allowed to bid off per day, unless an exception to this rule is approved by the Communications Manager. Following the first round, those employees with more than 80 hours of anticipated accrued vacation as of the date the vacation would commence can choose to bid additional vacation time.

- 2. The Chief of Police or his/her designee may deny a vacation bid period for employees based on the needs of the Department regardless of seniority.
 - 3. Employees who fail to participate in the vacation leave bidding process will lose their seniority factor in determining vacation leave approval and shall only be permitted to take vacation leave as staffing level requirements and the needs of the Department permit.
 - 4. Employee requests for the use of vacation leave at times other than those obtained by bidding shall only be granted as staffing level requirements and the needs of the Department permit.
 - 5. For shift employees, no request for vacation leave shall be made for a date beyond the schedule end date.
- D. Patrol Officers will bid for area assignments based on seniority as calculated in the Shift Assignments section of this Article. However, management reserves the right to use other business-related factors, such as the needs of the Department, specific skills of an employee or the need for supervision of an employee when making duty and area assignments.

- E. Depending on the assignment of an employee, Department, Job, or Team Seniority may be used to select employees for training, to determine vehicle assignments or when issuing new equipment to employees.
- F. School Resource Officers will bid for department mandated summer duty assignments based on seniority calculated as the length of time the officer has been continuously assigned as a School Resource Officer.

Article 42: NO STRIKES/ LOCKOUTS

- A. Neither the bargaining agent, nor the police employees, nor any person acting with them will cause, sanction, or take part in any withholding of services to the City by means of a strike, walkout, sit down, slowdown, stoppage of work, abnormal absenteeism, or other method. Therefore, all such actions are expressly prohibited.
- B. The Bargaining Unit shall not strike, slow down, or cause a work disruption in regard to employment issues. In addition, the City shall not lockout members unless the layoff process has been initiated.

Article 43: LINE OF DUTY DEATH

- A. When an employee is killed in the line of duty or dies from injuries sustained in the line of duty, the City shall be responsible for the actual funeral, burial, or cremation expenses incurred by the survivors up to a maximum of ten thousand dollars (\$10,000.00), less funeral, burial, or cremation payments received under the Worker's Compensation Program.
- B. The City shall permit the deceased employee's spouse, civil union partner, and/or dependents to continue his or her medical and dental insurance coverages with the City for a period of 24 months after the employee's line of duty death and all medical and dental insurance premiums for such coverages will be paid by the City. The terms and conditions of the medical and dental plans, such as co-pays and deductibles, shall be binding on the surviving spouse/ civil union partner. This coverage shall terminate on the last day of the month when the surviving spouse/ civil union partner remarries, or after 24 months of coverage, whichever occurs earlier.

Article 44: PAYMENT OF BENEFITS UPON SEPARATION OR DEATH

- A. All earned wages due an employee upon retirement shall be paid to the employee. Any employee may wish to place their final vacation leave accrual due to the employee into their 457 Deferred Compensation Plan account as

designated by the employee or their beneficiary as permitted by the federal and applicable guidelines for such accounts.

- B. Employees are unable to extend their last day worked, which includes retirement date, with accrued leave balances (i.e. Vacation, sick, or compensatory time). Any employee who dies while in the employment of the City shall have all earned wages and compensatory leave and vacation leave paid to either their spouse, civil union partner or beneficiary. Every employee shall be given the opportunity to use their accumulated Award Time once they have a written retirement date. The City will make every reasonable effort to allow employees with a written retirement date to use accrued Award Time prior to their retirement date. The spouse, civil union partner or beneficiary may also elect to have the vacation leave balance placed into the deceased member's 457 Deferred Compensation Plan account as designated by the employee or their beneficiary as permitted by the applicable and federal guidelines.

Article 45: UNIFORM PIN

Members of the Bargaining Unit shall be allowed to wear on the department uniform a designated pin of the Bargaining Unit (FOP) while on duty. The pin must be uniform in design and professional in appearance and match other uniform accessories. The cost of the pin shall be paid by the member. The pin must be approved by the Department's Uniform Committee, Executive Staff and comply with any FCPS uniform policies and SOPs.

Article 46: UNIFORMS AND EQUIPMENT

- A. The City shall furnish uniforms and equipment to all Sworn officers and Community Service Officers required in the functioning of their duties, as determined by the Chief of Police or his/her designee. The City provided uniforms and equipment shall include:
1. Four (4) trousers;
 2. Four (4) short sleeve shirts;
 3. Four (4) long sleeve shirts;
 4. One (1) Level 2 or 3A ballistic vest chosen by the Department and the cost paid by the City. Of those choices, the ballistic rating of the vest will be selected by the officer.
 5. Other equipment as deemed necessary by the Chief or his/her designee.

- B. The City shall not provide underwear, socks, or other equipment not specifically listed above.
- C. When uniforms or equipment are worn beyond use, or to a condition where they present a poor appearance, the employee's supervisor will check them out and a uniform requisition will be submitted as needed.
- D. The City shall reimburse Sworn officers/supervisors and Community Service Officers/supervisors for the cost of work-related footwear, not to exceed \$160 in 2025. A receipt acceptable to the Department shall be provided at the time reimbursement is submitted.
 - 1. However, an employee can opt to be reimbursed once every two years for double that year's allotment rather than any one-year allotment.
 - 2. In every year following 2025, the amount of reimbursement will be increased by the change in the Consumer Price Index in the preceding year. This will be determined as part of the salary-setting process as described in Article 8.
- E. The ballistic vest shall be replaced at five-year intervals. The cost shall be paid by the City for a Level 2 or 3A vest approved by the Department and selected by the officer. If the ballistic vest panels or carrier are damaged (not due to negligence by the employee and as verified by their supervisor), they shall be replaced with like items at the Department's expense.

Article 47: COMMUNICATIONS APPAREL

- A. Communications employees shall wear appropriate clothing that is clean, neatly pressed, not frayed, without holes, in good condition and appropriately fitting. Attire must be appropriate for professional working environment as defined by the Communications Manager.
- B. Such clothing shall include jeans, if the clothing otherwise meets the above criteria. Shorts shall not be permitted. T-shirts or sweatshirts may be permitted for a specific event, as authorized by the Communications Manager.

Article 48: SCHEDULING

- A. The department shall have the right to establish minimum coverage days and hours of work. Shifts for Bargaining Unit members may be comprised of eight (8), ten (10), or twelve (12) hour shifts within the work period. Shift schedules

shall occur on consecutive days with no break in days once the schedule has started.

- B. As shift activity permits, Patrol and Dispatch employees working at least 8 hours may receive seven (7) minutes of break time per hour worked, to be used in that single shift. Those employees may, as shift activity permits, use fifty-six (56) minutes for a meal break and may combine it with the balance in that single shift (not to exceed eighty-four [84] minutes at one time) if approved by the supervisor working at the time. Also as shift activity permits, Patrol and Dispatch employees working at least six (6) hours, but less than eight (8) hours, may receive fifteen (15) minutes of break time to be used in that single shift.

Community Services Officers, CSO Supervisors, Police Officers, Sergeants, and Lieutenants assigned to a patrol shift, and Dispatchers, Senior Dispatchers (if implemented), and Communications Supervisors, who are required to be available for duty during breaks or meal breaks shall have their meal break and breaks paid for as a part of the normally worked schedule.

- C. Other Bargaining Unit members shall have one (1) unpaid meal break consisting of sixty (60) minutes, and two (2) paid general breaks consisting of fifteen (15) minutes each. The two general breaks may be combined into one break of thirty (30) minutes.
- D. Management shall have flexibility in scheduling hours of work where necessary to the carrying out of the department's work assignments and purposes. Exceptions to this section may be made by management in order to establish minimum coverage, hours of work, emergencies, or to meet the needs of the department.

Article 49: PROMOTION PROCEDURES

- A. This provision outlines the procedures to be used in the promotion of qualified employees to supervisory positions as vacancies occur. This provision shall not be applicable to temporary acting assignments. City management reserves the right to establish and determine the qualities, work history, experience, and skills sought for promotion of employees as well as the need and timing of the promotional process. Employees are not eligible for promotion for two years to the day from the date of their successful completion of major discipline.
- B. Sergeant, Lieutenant, CSO and Communications Supervisor, and Communications Manager Promotion Procedures. The following procedures shall be utilized in the promotional process to the rank of Sergeant,

Lieutenant, Community Service Officer and Communications Supervisors, and Communications Manager:

1. Per State statute, all openings of vacant CBU positions the City elects to fill will be posted internally to all City employees. All applicants shall be required to complete a professional history evaluation, intended to measure the applicant's existing supervisory skills, experience, training, and education. Prior to scoring the completed evaluations, the City will establish a minimum score requirement that will permit applicants to move on to the next step in the process.
2. Remaining applicants shall be required to complete an assessment center made of components that have been reviewed by a third party (eg. the City's Human Resources department) which will ensure those components are relevant and objectively fair and reasonable for the position in question. The assessment center may include various interview boards, presentations, and role play scenarios. The FOP shall be given the opportunity to designate a qualified employee representative, acceptable to the City, to participate in every segment of the assessment center that utilizes an Agency employee to evaluate the performance of an applicant.
3. The applicant's score from the professional history evaluation shall be combined with his/her score from the assessment center. The City will establish a minimum score requirement that will permit applicants to move on to the next step in the process.
4. The remaining pool of applicants shall be required to interview with the Chief of Police and the Executive Staff. The Chief may conduct and/or direct others to conduct follow-up interviews with the applicants. Interviewers shall provide input to the Chief. At his/her sole discretion, the Chief may promote an applicant from the pool, retain an applicant in the pool without promoting, or remove an applicant from the pool. Those applicants remaining in the pool shall remain eligible for promotion for a period of time to be determined by the Chief but shall not exceed two years from the scoring of the assessment center.

Article 50: EDUCATIONAL REIMBURSEMENT

- A. In order to encourage professional development and improvement of job skills, the City will reimburse employees for tuition costs incurred in connection with course work at an accredited college or university under the terms of this Article. The course must be directly related to the employee's:
 1. current position,

2. ability to advance within a career path within the department, or
 3. effort to finish or complete a degree program directly related to the employee's current position or a career path within the department.
- B. The reimbursement shall apply to tuition, books, and fees and must be documented by the employee.
- C. Before an employee is eligible to receive reimbursement of the tuition cost, the employee must provide a transcript or other documentation as required by the department that the employee satisfactorily completed the course. Employees must receive a "C" or better to receive reimbursement or "pass" in a pass/fail system. Such documentation must be provided within three months after the course concludes. The time spent attending class shall not be considered paid time.
- D. The annual (calendar year) amount for reimbursement shall not exceed \$1,000 per eligible member, except as provided in paragraph E below.
- E. The City shall distribute any and all unspent money from the department's annual educational reimbursement budget to those employees who, after receiving the maximum \$1,000 reimbursement, still have eligible educational expenses remaining. Such distribution shall be made equally among all qualifying employees. Additionally, the City may temporarily or permanently increase the amount for reimbursement per member at the discretion of the Chief of Police pursuant to a written memo authorizing such increase.

Article 51: DAYLIGHT SAVINGS TIME

When members of the Bargaining Unit are required to work an extra hour of time due to daylight savings time change, the employee shall be compensated at the overtime rate for the extra hour worked. When an employee works a nine (9) hour shift due to daylight savings time changes, they shall be considered as having worked a full ten-hour shift.

Article 52: BARGAINING UNIT MEMBER INFORMATION

The City shall provide to the FOP upon execution by the affected employee of a written authorization the biographical information retained by the City on that employee. The FOP agrees not to disclose this information to any outside person or entity.

Article 53: SEVERABILITY

If any provision of this Agreement is subsequently declared by a court of competent jurisdiction to be unlawful or invalid, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Article 54: TRAINING AND TRAVEL

- A. Only training which is required or authorized in writing by the Agency is compensable.
- B. Unless otherwise authorized by the Deputy Chief, an assistant chief, Director, or Chief of Police, time spent while off duty attending training facilities and academic classes is not compensable if attendance at the facility is not required. This applies even when the Agency pays for all or part of the training, or if the classes or training sessions in question may incidentally improve the employee's work performance or prepare the employee for advancement.
- C. Commuting to and from work each day to your designated workplace is not considered time worked.
- D. When a non-exempt employee travels out of town on City business for a one-day assignment, all the time spent traveling must be recorded as time worked, except mealtimes and any time spent in driving or as a passenger from home to the usual place of employment, a point of public conveyance, or a vehicle pooling point.
- E. When a non-exempt employee travels out of town on City business for an overnight trip assignment, all the time spent traveling, whether as driver or passenger, during normal work hours must be recorded as time worked, except mealtimes. Once the employee reaches his or her destination (such as a hotel), the time is no longer considered working time unless the employee is actually working on City business.
- F. Fort Collins Police Services employees are subject to callout of various specialty assignments outside of their assigned work hours. Once called out for their specialty assignment, all time spent by non-exempt employees traveling, whether as a driver or passenger, to and from their residence [within a 20-mile radius of the intersection of Mulberry Street and South College Avenue, or within the Urban Growth Area (UGA)] must be recorded as time worked. If responding to the callout from beyond those boundary limits, a supervisor's approval must be obtained for any time a non-exempt employee would spend to travel outside of the 20-mile radius from the

intersection of Mulberry Street and South College Avenue or the Urban Growth Area.

Article 55: DISTRIBUTION OF THE AGREEMENT

The City shall provide a copy of the Agreement in *Microsoft Word* to the FOP within five (5) business days of ratification. The FOP will distribute electronic copies of the Agreement to the Bargaining Unit members and provide printed copies when deemed necessary.

Article 56: RANK DIFFERENTIAL

Employees assigned as an acting Supervisor shall be compensated at the rate of nine (9) minutes of straight time compensation for each sixty (60) minutes they serve in an acting Supervisor capacity. This rank differential compensation may be paid in money or compensatory time at the employee's discretion. The total compensation time (if not in six (6) minute interval) shall be rounded up to the next six (6) minute interval.

Article 57: LABOR MANAGEMENT COMMITTEE

1. The City and FOP agree to set up a Labor Management Committee which shall consist of three representatives appointed by the FOP President and three representatives appointed by the Chief of Police.
2. The Committee shall discuss:
 - (1) Implementation and general administration of this Agreement;
 - (2) Safety issues;
 - (3) Training;
 - (4) Issues that the parties have mutually agreed upon for discussion.
3. The Committee shall meet quarterly; the time and schedule for such meetings shall be set by the Chief of Police or designee after consultation with the FOP President. Either party may request additional meetings as needed. Additional meetings will occur at the time and place mutually agreed upon by the Chief's designee and the FOP President, or his/her designee.
4. It is expressly understood and agreed that meetings shall be exclusive of the grievance procedure. Grievances that are being processed under the grievance procedure of this Agreement shall not be considered by the Labor Management Committee, nor shall the meetings involve any negotiations for the purpose of altering any or all of the terms of this Agreement.

5. The Chief, at his sole discretion, may approve pay for the time Committee Members spend attending Labor Management Committee meetings. Any such time shall not count as time worked for overtime purposes.

Article 58: EMERGENCY PAY

Whenever the City of Fort Collins declares a City close-down as a result of inclement weather or other emergencies and the City excuses non-essential employees who were scheduled to work from work with pay during the close-down, members of the Bargaining Unit who were required to report for work and do so, shall receive paid time off in an amount equal to the number of hours they worked during such City close-down. Such time off shall be in addition to the employee's regular pay but shall not count toward any calculation of overtime.

Article 59: COMPLIANCE

The City has not appropriated funds in the current fiscal year to meet the obligations of this Agreement in subsequent fiscal years. This Agreement shall terminate at the end of the City's current fiscal year, or at the end of any subsequent fiscal year for the following fiscal year, if the City does not, prior to the end of the current fiscal year or subsequent fiscal year, appropriate funds for the subsequent fiscal year or following years of the Agreement. The parties acknowledge that the City has made no promise to continue to appropriate funds beyond the current fiscal year.

Article 60: DEFINITIONS

As used in this contract, the following terms shall, unless the context requires a different interpretation, have the following meanings:

- A. "City" or "employer" or "management" means the City of Fort Collins, Colorado.
- B. "Agency" or "department" means Fort Collins Police Services.
- C. "Bargaining Unit" or "employees" means all full-time sworn police officers maintaining the rank of Lieutenant and below of the Police Department of the City of Fort Collins, and Community Service Officers and Communications personnel of the Police Department equivalent to the rank of Lieutenant or below.

- D. "Officer" means a full-time sworn police officer maintaining the rank of Lieutenant and below of the Police Department of the City of Fort Collins, excluding Community Service Officers.
- E. "FOP" or "Fraternal Order of Police" or "bargaining agent" means the Northern Colorado Lodge 3, Colorado Fraternal Order of Police.
- F. "In the line of duty" means in active service as the direct and proximate result of a personal injury sustained while performing official duties as an employee.
- G. "Lock-out" means denying employees the ability to work because of a labor dispute and does not include discipline, leaves of absence, or unpaid leave when paid leave is not available.
- H. "Agreement" or "contract" means this document entitled:
"COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FORT COLLINS, COLORADO AND THE NORTHERN COLORADO LODGE #3, COLORADO FRATERNAL ORDER OF POLICE JANUARY 1, 2025 – DECEMBER 31, 2027."
- I. "Leave Benefit Year" means that period beginning on the next day following the end of the last pay period within a calendar year and ending on the last day of the last pay period paid within a calendar year. For example, the last pay period of 2017 that was paid to employees within 2017 ended on December 17, 2017. Therefore, the Leave Benefit Year for 2018 began on December 18, 2017.

Article 61: SIGNATURES

This Agreement is executed this ____ day of December, 2024 by:

CITY OF FORT COLLINS, COLORADO

ATTEST:

By: _____

<p>Kelly DiMartino City Manager</p>	<p>Delynn Coldiron City Clerk</p>
---	---------------------------------------

Approved as to form:

City Attorney's Office

**THE NORTHERN COLORADO LODGE #3,
COLORADO FRATERNAL ORDER OF POLICE**

By: _____
President

ATTEST:

Secretary

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF FORT COLLINS, COLORADO
AND
THE NORTHERN COLORADO LODGE #3,
COLORADO FRATERNAL ORDER OF POLICE**

JANUARY 1, 2025 – DECEMBER 31, 2027

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Article 1: PREAMBLE

This Agreement entered into between the CITY OF FORT COLLINS (hereinafter referred to as "City"), and the NORTHERN COLORADO LODGE #3, COLORADO FRATERNAL ORDER OF POLICE (hereinafter referred to as "FOP") has as its purpose the establishment of a productive relationship between the City and the FOP, and to set compensation and certain other conditions of employment subject to the provisions of the City Charter.

The Agreement is in accordance with those provisions of Division 7 of Article VII, Chapter 2 of the City Code, which continue to be in effect in accordance with the Order and Final Judgment in *City of Fort Collins, et al v. Northern Colorado Lodge #3, Colorado Fraternal Order of Police*, Case No. 05-cv-1146.

The City recognizes the Northern Colorado Lodge #3, Colorado Fraternal Order of Police as the sole and exclusive bargaining agent for the members of the Bargaining Unit, which consists of all full time sworn police officers maintaining the rank of Lieutenant and below of the Police Department of the City of Fort Collins, and Community Service Officers and Dispatchers of the Police Department equivalent to the rank of Lieutenant/Manager or below.

Article 2: LENGTH OF AGREEMENT

A. Term. The terms of this Agreement shall be in effect from January 1, 2025 through December 31, 2027.

B. Memorandum of Understanding. There are no Agreement openers unless both sides agree an opener is needed for a particular subject and specified in this Agreement. Nothing shall preclude the parties from agreeing to enter into Memorandums of Understanding ("MOUs") from time to time concerning matters of contract interpretation.

The parties agree that MOUs are to be used to clarify existing language and terms contained in the Agreement and not to address new topics outside of the existing Agreement or change the existing Agreement. Such MOUs shall be in effect upon the signatures of the City Manager and the FOP President.

C. Amendments. Any Amendment to the terms and conditions provided in this Agreement will be a matter of negotiations between the parties from time to time, provided that both parties are willing to negotiate on the matters to be addressed. The parties agree that an Amendment to the Agreement will be solely used to change or alter existing articles that pose issues of mutual concern or address new matters of mutual concern.

Any Amendments agreed upon by both parties shall be in writing and subject to approval and vote of the CBU and the City Council to be valid. Properly authorized Amendments shall be included in, and form part of, the Agreement as of the effective date stated in the Amendment.

~~The terms of this Agreement shall be in effect from January 1, 2025 through December 31, 2028. There are no Agreement openers unless both sides agree an opener is needed for a particular subject and specified in this Agreement. Nothing shall preclude the parties from agreeing to enter into Memorandums of Understanding ("MOUs") from time to time concerning matters of contract interpretation.~~

Article 3: DISCRIMINATION

The City and the FOP agree not to discriminate against any employee covered by this Agreement on account of FOP or City activity, or membership or non-membership in the FOP.

The provisions of this Agreement shall apply equally to all covered employees, without regard to sex, marital status, race, color, creed, national origin, age, religion, or disability. The City shall not discriminate against any employee because the employee has formed, joined, or chosen to be represented by the FOP.

The Parties shall not discriminate on the basis of sex, marital status, race, color, creed, national origin, age, religion, or disability.

Article 4: MANAGEMENT RIGHTS

- A. Except where limited by express provisions elsewhere in this Agreement, nothing in this Agreement shall be construed to restrict, limit or impair the rights, powers and authority of the City as granted to it by constitutional provision, statute, charter, existing ordinances, or special act, and the City has the sole and exclusive right to exercise all rights and functions of management, including but not limited:
1. To determine the overall mission of the City as a unit of government.
 2. To maintain and improve the efficiency and effectiveness of City operations.
 3. To determine the services to be rendered, the operations to be performed, the technology to be utilized, or the matters to be budgeted.

4. To determine the overall methods, processes, means, job classifications or personnel by which City operations are to be conducted.
 5. To direct, supervise, hire, promote, transfer, assign, schedule, retain, or lay-off employees.
 6. To suspend, discipline, discharge, and demote all employees.
 7. To relieve employees from duties because of lack of work or funds, or under conditions where the City determines continued work would be inefficient or nonproductive.
 8. To take whatever other actions may be necessary to carry out the wishes of the public not otherwise specified herein or limited by a collective bargaining contract.
 9. To take any and all actions to carry out the mission of the City in cases of emergency.
 10. The determination of policy affecting the selection or training of new employees.
 11. The scheduling of operations, the establishment, amendment and enforcement of Police Department rules, regulations and orders.
 12. The transfer of work from one position to another within the Police Department.
 13. The determination of the number of ranks and number of personnel within each rank or in each job classification.
 14. The introduction of new, improved, or different methods and techniques of operation of the Police Department or a change in existing methods and techniques.
- B. In matters not specifically covered by language within this Agreement, the City shall have the clear right to make unlimited decisions in such areas and such decisions shall not be subject to the grievance procedure.

Article 5: COMMUNICATION TO BARGAINING UNIT MEMBERS

- A. Bulletin Boards. The FOP shall be permitted to construct, install, and maintain informational bulletin boards which shall display information relevant to bargaining unit members. Bulletin boards shall be maintained at member work sites. No obscene or objectionable material may be displayed on the

bulletin boards nor shall any officer, official, or employee of the City be held up to public ridicule on the bulletin boards. The Chief of Police shall have the right to determine the location of the bulletin boards.

- B. Ballot Boxes. With the prior approval of the Chief of Police, the FOP shall be permitted to place ballot boxes at the police department work sites for the purpose of collecting member's votes on FOP issues subject to ballot vote. The Chief of Police shall be given notice before the ballot boxes are placed at work sites. FOP ballot boxes shall be the property of the FOP.
- C. Limitations on FOP Communications. All communication to members involving methods specified in this Agreement shall be reasonable and limited to providing information relevant to conducting normal FOP business and providing information to members regarding FOP business or bargaining unit representation. No communications in this manner shall be inflammatory, derogatory, personally abusive, or in violation of the City's information delivery policies.
- D. Shift Meeting Attendance and Employee Work Areas. With the prior approval from the appropriate supervisor, the Department shall allow members of the Bargaining Unit to make presentations, or answer questions at shift briefings and other employee meetings. Such activity shall not interfere with department operations.

Article 6: FRATERNAL ORDER OF POLICE DUES DESIGNATION

- A. The FOP will prepare and distribute to Bargaining Unit members a form that allows the members to choose between the following options pertaining to costs associated with collective bargaining:
 1. Join the FOP and pay the full amount of dues, as determined by the FOP.
 2. Pay any amount the employee wishes to support the bargaining process. "fair share" amount as determined by the FOP, based upon the prior two year's costs associated with collective bargaining.
 3. Elect to pay nothing.
- B. The City agrees to deduct FOP dues, fair share donations, and assessments from the pay of such employees who individually request in writing that such deductions be made on a form agreeable to the City. The dues and assessments shall be deducted from the second paycheck of each calendar month and forwarded within 10 days to a location or account as designated by the FOP. The FOP shall certify to the City the amounts of the dues and

assessments to be deducted. The FOP shall provide the City payroll department not less than 14 days written notice of a change in deduction amount. The request for deduction from pay may be revoked by the employee by providing the City Payroll Department with not less than 14 days written notice. Within 14 days of the date of receipt of a member's notice of discontinuance of dues or assessment payroll deductions, the City will provide a copy of such request for discontinuance to the FOP.

- C. The FOP agrees that it will indemnify and save the City harmless from all suits, actions, and claims against the City or persons acting on behalf of the City whether for damages, compensation, or any combination thereof, arising out of the City's compliance with the terms of this provision. The FOP shall reimburse the City for any and all reasonable costs and reasonable attorneys' fees arising out of the defense of any such action against the City.
- D. On or before the 15th day of each calendar month, the City shall provide an accounting to the FOP of all members of the Bargaining Unit and of the amount of deduction, if any, made on behalf of such member.

Article 7: FOP STATUS AND RIGHTS

- A. Right of Organization. Bargaining Unit members shall have the right to join and participate in the FOP.
- B. Right of Representation. Bargaining Unit members shall have the right to be represented by the FOP to negotiate collectively with the City in the determination of certain conditions of employment, and the administration of grievances for the purposes of administering this Agreement.
- C. Release for FOP Business. The designated FOP Chief Negotiator, who is a member of the Bargaining Unit, shall be released from duty and compensated by the City at the individual's regular rate of pay for up to eighty (80) hours during the final year of the term of this Agreement. The Chief Negotiator, with supervisory approval, shall determine when and how they use those 80 hours during the negotiation year. The time off shall be used to prepare for the upcoming bargaining session(s).

During negotiations, up to three (3) additional FOP bargaining unit employees will be released from duty and compensated by the City at the individual's regular rate of pay one hour prior to the start of negotiations at the table, while at the bargaining table and one hour after the conclusion of that day's negotiation session. All time spent by the FOP Chief Negotiator and these employees at the bargaining table, up to a total maximum of eighty (80) hours, shall be paid at straight time by the City ~~and shall not be considered~~

~~hours worked under the Fair Labor Standards Act for purposes of calculating overtime.~~

D. FOP Leave Time Bank. The City and the FOP agree to ~~facilitate create the~~ FOP Leave Time ~~Bank~~ for the sole and exclusive use of the FOP in accordance with this Article. The FOP Leave ~~Bank~~ shall be funded by the voluntary donations of leave time made by members of the ~~B~~Bargaining ~~u~~Unit, drawn from the member's vacation, holiday, and/or award time leave banks available during the leave benefit year.

Donations of leave time from any one member shall be in an amount of not greater than ten (10) hours of leave time per leave benefit year. Donations of leave time shall be made by members in the pay periods immediately following February 1st and December 1st of each calendar year.

By February 1st of each year of this contract, the City will notify the CBU of the total donated hours. The CBU will vote to determine how those hours are divided between its FOP officers and/or members. The FOP will advise the City of those determined allocations so that the City may apply them to the individual leave balances of the designated recipients.

~~The~~ FOP Leave Time ~~Bank~~ shall be utilized on an hour-for-hour basis by the FOP ~~in its discretion~~ solely for the purposes of having a representative(s) participate in negotiations with the City, attend local, state, and national FOP conferences, meetings, seminars and training; attending other training or functions related to labor/management relations, and/or attending to FOP business. ~~The use of Leave Time will be reported to Payroll in the pay period it is used.~~ Donated leave time maintained ~~in the~~as FOP Leave Time ~~Bank~~ shall be carried over from one leave benefit year to the next to a maximum of ~~four hundred (400)~~one thousand (1,000) hours across those officers assigned it. Unused FOP Leave Time in the each recipient's available balance shall be carried over from one benefit year to the next.

While the authorization to ~~draw utilize~~ hours from ~~the~~ FOP Leave Time ~~Bank~~ is ~~solely~~ within the discretion of the FOP, the employee who will use the leave must request authorization for absence from normal duty shifts and responsibilities and is subject to ~~their~~ supervisor's approval. ~~Banked FOP Leave Time is~~ transferrable to another CBU member with the approval of the president and a second executive board member. ~~Time drawn from the FOP Leave Time Bank shall not be considered hours worked under the Fair Labor Standards Act for purposes of calculating overtime.~~

Commented [A1]: Recommend that the FOP "holds back" 40-80 hours (whatever FOP Board selects) which the Agency can enter into Telestaff for individual employees if the FOP later has members it wishes to have engage in FOP business/conferences.

Commented [A2]: Added for clarity

Commented [GY3]: Fixing incomplete sentence

Article 8: SALARY

Compensation is dependent on a combination of attained skill level and market data. Compensation adjustments are achieved when an employee

advances to the next skill level by achieving the expected outcomes and accomplishments in established skill level performance standards. Employees who are on a performance improvement plan are ineligible to receive a market increase at the time annual adjustments are made. However, an employee who successfully completes the performance improvement plan and maintains one full ~~quarter (QPA Cycle)~~evaluation period of satisfactory job performance (“on-track” or “outperforming” performance rating), based on his/her supervisor’s recommendation, is eligible for an appropriate market increase that was provided to others in the same position and skill level at the time market adjustments were made. The increase will be effective on the first day of the pay period following the completion of the full quarter of the achieved “on-track” or “outperforming” performance.

If market data shows a decrease in market pay, compensation for employees in that position will remain unchanged and will not decrease.

Salary Levels

By no later than January 12, the parties will meet to reconcile the Market-Based Pay Data Collection and the approved Market-Based Pay Schedules, the Market-Based Pay Schedule for the jobs specified below:

- Police Officer
- ~~Police Corporal~~
- Police Sergeant
- Police Lieutenant
- Community Service Officer
- Community Service Officer Supervisor
- Communications Dispatcher
- ~~Communications Senior Dispatcher (if implemented)~~
- Communications Supervisor
- Communications Manager

Commented [A4]: Moved to Art. 16

Pay adjustments for all above-listed jobs shall be based on market data.

The City will collect all market data that is available not later than January 5th of each year. This data shall be combined with any market data from the previous year from those comparable jurisdictions that have not yet announced current year market data. Market data shall be based upon the previously agreed upon comparable jurisdictions:

- The City of Aurora,
- City of Arvada,
- City of Boulder,

- City and County of Broomfield,
- City and County of Denver,
- City of Greeley,
- City of Lakewood,
- City of Longmont,
- City of Loveland,
- City of Thornton,
- City of Westminster, and
- Larimer County.

Dispatcher market data will consider that from the:

- Weld County combined center,
- and Jefferson County combined centers, and
- Boulder County Sheriff's communications.

Previously agreed upon job titles and pay range maximums from those jurisdictions, where applicable, will be used to determine the average of the pay range maximums including the 50% adjustment for agencies that set a higher salary point for detectives within the officer job title.

- ~~Skill Level 1 pay for Police Corporal will be set at 7% above Skill Level 5 Police Officer pay and Skill Level 2 Police Corporal pay will be set at 10% above Skill Level 5 Police Officer pay.~~
- ~~If implemented, Skill Level 1 pay for Senior Dispatcher will be set at 5% above Skill Level 6 Dispatcher pay and Skill Level 2 Senior Dispatcher pay will be set at 7% above Skill Level 6 Dispatcher pay.~~
- Skill Level 1 CSO Supervisor pay will be set at 15% above Skill Level 5 CSO pay and Skill Level 2 CSO Supervisor pay will be set at 20% above Skill Level 5 CSO pay.

Commented [A5]: Moved to Art. 16

The adjusted market data for the comparable jurisdictions shall be rank ordered from high to low and Bargaining Unit members' salary levels for each job title shall be determined for the top skill level, using the adjusted market data and match the 4th ranking of the twelve comparable jurisdictions. In the event salary increases are granted to the rest of the City of Fort Collins employees in excess of the percentage increases determined by the formula outlined in this article, BU members shall receive the higher of the two increases. ~~In the event salary increases are granted to the rest of the City of Fort Collins employees in excess of the percentage increases determined by the formula outlined in this article, BU members shall receive the higher of the two increases.~~

Commented [A6]: Repetitive of prior sentence

So long as all requested and necessary information is received in a timely manner, awarded pay adjustments will be implemented no later than the second pay period of January in the applicable year. However, in the event of

circumstances beyond the participating parties' control or a delay in the receipt of the requested salary survey data, and upon mutual agreement between participating parties, the awarded pay adjustments may be implemented as of the first pay period of February in the applicable year.

Article 9: OVERTIME COMPENSATION

- A. Non-exempt employees shall be compensated for all time worked. Such employees shall be compensated for overtime worked in accordance with applicable state and federal laws and regulations and pursuant to this provision.
- B. All employees shall be on a seven-day, 40-hour work period schedule. The work period shall start at 0001 hours of each Monday and run for a seven consecutive day period. The reporting of work time shall use one-tenth of an hour (six minutes) system.
- C. Overtime compensation may be in the form of wages, known as "overtime pay," or time off, known as "compensatory time." Only non-exempt employees are eligible to earn overtime pay or earn or use compensatory time. Exempt employees are ineligible to earn overtime pay or compensatory time, except for limited operational deployment hours as approved by the Deputy Chief of Police, an assistant chief, or the Director, and may informally flex their time in accordance with City policy and as approved by the employee's supervisor.
- D. Overtime pay shall be paid at a rate of time-and-one-half, based on the employee's hourly rate.
- E. In lieu of overtime pay, non-exempt employees may request to accrue compensatory time, and supervisors have the discretion to grant or deny such requests based upon personnel needs, budgetary constraints, and other business reasons. One-and-one-half hours of compensatory time is earned for each hour of overtime worked.

An employee in the Communications career line shall not accrue more than ~~one hundred twenty (120)~~ two hundred forty (240) hours of compensatory time unless the advance permission of the employee's Assistant Chief or Director is obtained. An employee in Sworn positions and Community Service Officers shall not accrue more than ~~one hundred twenty (120)~~ two hundred forty (240) hours of compensatory time unless the advanced permission of the employee's Deputy Chief or an assistant chief is obtained. In no event shall an employee accrue more than two hundred forty (240) hours of compensatory time. Employees must have prior approval before utilizing accrued compensatory time. Such factors as workload, minimum staffing

requirements, overtime costs for replacement employees and resource availability shall be taken into account prior to granting approval to determine whether the grant of compensatory time would be unduly disruptive to the operation of the Agency.

Upon the request of an employee for use of compensatory time, the City will attempt to allow the use of compensatory time within one hundred twenty (120) days of the request. Use of accrued compensatory time shall not be used for imposing or affecting disciplinary action. Employees may request payment for their accrued compensatory time by making a written request to their supervisor. The City may, in its sole discretion, approve or deny the request. Additionally, the City may, in its sole discretion, when the City determines it cannot grant use of compensatory time within one hundred twenty (120) days and the employee has not withdrawn his/her request, cash out the employee for the requested compensatory time amount, whether or not the employee has requested payment. Compensatory time shall be convertible to cash payment at the time of termination of employment.

- F. All requests for overtime compensation (pay or compensatory time) must be approved in advance when possible, by a Department supervisor.
- G. All non-exempt employees shall be advised by their supervisor of their official daily starting time and quitting time. Such employees are not authorized to start work prior to their officially scheduled starting time, nor are they authorized to work beyond their officially scheduled quitting time without prior supervisory approval. This paragraph shall not apply to those situations where a police officer responds to a police emergency or takes action on observed violations while operating a police vehicle.
- H. Non-exempt employees shall only receive overtime compensation in any of the following situations:
 1. Hours actually worked (including Standby Compensation per that provision of this Agreement) exceeds 40 hours in the seven-day work period.
 2. The combination of hours actually worked (including Standby Compensation per that provision of this Agreement) and the use of holiday, vacation, emergency, compensatory, award, or sick leave exceeds 40 hours in the seven-day work period. For purposes of determining eligibility for overtime compensation, employees may not use more than 40 hours of the specified leave in any work period, nor may an employee use more than 8 or 10 hours of the specified paid leave in any workday, depending upon the length of the employee's regularly scheduled workday.

3. Hours an employee is required to work when the employee was previously approved by his/her supervisor to be on vacation, holiday, compensatory, or award time leave.
 4. Hours for Subpoenaed Court Appearances Time per that provision of this Agreement.
 5. Hours for Immediate Call to Duty Time per that provision of this Agreement.
- I. Supervisors may adjust any employee's work schedule within the designated work period to reduce the impact of overtime compensation within the stated work period.
 - J. With the exceptions of sworn police officers and community service officers working a patrol schedule and dispatchers, meal breaks will not be compensated unless work demands are such that it precludes an employee from taking a meal break. Employees shall be relieved of all duties, including answering the telephone, and be free to leave their duty post during their non-compensated meal breaks. Except for sworn police officers working a Patrol schedule and dispatchers, prior supervisory approval must be obtained for compensation of meal breaks.

Article 10: SUBPOENAED COURT APPEARANCES

- A. This article applies to non-exempt employees placed on the Municipal Court docket or who receive subpoenas requiring their appearance in court or DOR hearings (including Express Consent hearings).
- B. Since the granting of overtime is based on Agency need, should both the prosecutor's office and the court (or, in the case of a DOR matter, the hearing officer) excuse a non-exempt employee from further testimony, the continued presence of the employee in the proceedings will not be compensable. Prior to testimony, or upon the completion of testimony, the employee shall, to the extent possible, seek to determine if his/her continued presence is required. If it appears that the employee is not needed for further testimony, they shall request to be excused.
- C. Court-related meal breaks shall not be compensated.
- D. Non-exempt employees shall submit their overtime entries/reports as soon as possible after a court appearance to a supervisor for approval.
- E. Off-duty attendance at any court or DOR hearing pursuant to this article will be compensated at time and one-half for either the actual time the non-

exempt employee spends or for two (2) hours, whichever is greater, provided that the two (2) hour minimum does not overlap with the employee's regularly scheduled work hours. At the request of the employee and with the approval of the supervisor, the employee may be granted compensatory time in lieu of overtime compensation.

- F. Employees may receive the two-hour minimum compensation for up to two (2) times per day. In the event there are three (3) scheduled meetings, time will be compensated at the rate of actual time spent in addition to the two (2) two-hour minimums.

Article 11: FILINGS AND MEETINGS WITH THE DISTRICT ATTORNEY AND DEPARTMENTALLY SCHEDULED MEETINGS

- A. The need for a non-exempt employee to file a case with the District Attorney's Office outside of his/her scheduled duty shift, or attend required meetings with the District Attorney's Office scheduled outside a non-exempt employee's duty shift shall not be considered subpoenaed court appearance status and shall be considered as overtime. Employees will be compensated for either the actual time spent completing such filings and attending such meetings or for the minimum of two (2) hours at the rate of time and one-half (after the employee has reached their 40-hour work week), whichever is greater, provided that the two (2) hour minimum does not overlap with the employee's regularly scheduled work hours or with any subpoenaed court appearance time as described in the prior Article.
- B. The need for a non-exempt employee to attend a Departmentally scheduled meeting outside the employee's regular duty shift shall be considered as overtime and they will be compensated in accordance with Article 9. Employees required to attend will be compensated for either the actual time spent at such meeting or for the minimum of two (2) hours at the rate of time and one-half (after the employee has reached their 40-hour work week), whichever is greater, provided that the two (2) hour minimum does not overlap with the employee's regularly scheduled work.
- C. The employee must have the approval of their immediate supervisor, or the one requiring their attendance, prior to attending any meeting scheduled for a time outside the employee's scheduled duty shift.

Article 12: STANDBY COMPENSATION

- A. "Standby status" is defined as a non-exempt employee having been instructed by any person serving in a supervisory capacity to be available for immediate call to duty. Standby status is in effect any time the department

restricts an employee so that the employee must be immediately available to respond to duty via notification by electronic messaging, telephone, or any other accepted method of notification. Standby compensation shall commence at the time that the restriction begins, as designated by the supervisor. Standby status will end at the notification of the employee by a person in a supervisory capacity or at the predetermined scheduled conclusion. The department shall notify the employee of the standby hours, when possible, at the initial standby notification. Time spent on designated standby status shall be considered time worked for the calculation of overtime within a work week. Stand-by status is much more restrictive than On-Call status.

Article 13: IMMEDIATE CALL TO DUTY

- A. Immediate Call To Duty is defined as the right of the City to require an employee to immediately respond to duty at a time other than the employee's normally scheduled shift in response to an emergency situation as defined in the sole discretion of the City. For an Immediate Call To Duty, Call To Duty time shall commence at the time the employee is given notice of Call To Duty and will end when the appropriate supervisor releases him or her from duty. Employees who have been placed On Call or on Standby shall not be eligible for Immediate Call to Duty pay.
- B. No employee shall have the right to receive Immediate Call To Duty time if the reason the employee is being called back is to rectify a situation that is the result of the employee's failure to complete a normally accepted routine shift task as determined by the employee's supervisor. Examples of routine shift tasks are: completion of necessary documents, securing of special equipment, downloading information from devices such as cameras or completion of reports.
- C. Immediate Call To Duty pay shall be a minimum of two (2) hours of overtime pay or actual time worked at overtime rate, whichever is greater. However, when the Immediate Call To Duty time is less than two (2) hours and is contiguous to the employee's scheduled shift, the two (2) hour minimum shall not be applicable. At the request of the employee and with the approval of the supervisor, the employee may be granted compensatory time in lieu of overtime compensation.

Article 14: ON-CALL COMPENSATION

- A. Employees required by the department to be On-Call and respond when requested shall be compensated at the rate of one and one-half hours (1.5) of straight time for each day for which the employee is On-Call. Employees may

choose to be paid in cash, or with supervisor approval, compensatory time, ~~with supervisor approval~~.

- B. An Employee is on On-call status when he/she is directed to be available and designated as On-call for a specified time period as determined by a supervisor via telephone, pagertext, police radio, or other means of communication so that they are available for and capable of reporting for work within thirty (30) minutes. These individuals may be supplied with City communication devices such as cellular phones, ~~paggers~~ or radios to ensure their availability. On-call status limitations and response requirements are less severe than those associated with Standby status, and the employee is permitted to engage in personal activities that are not inconsistent with the purposes for being On-Call.

Article 15: ORDER-IN

A. Order-In

1. “Order-In” is defined as the right of the City to order an employee to report for duty and work a shift/assignment, at a future date and time, other than the employee’s normally scheduled shift and/or assignment.
 - a. This article does not affect the call-out plans of collateral assignments (e.g. SWAT).
 - b. Additionally, compensation for an order-in will be paid from the time the scheduled assignment begins until the time the employee is released from that assignment.
 - c. Unless the order-in assignment immediately precedes, or follows, a scheduled shift/assignment, the employee will be paid a minimum of two hours of overtime based upon eligibility due to other hours worked in the same pay week.
 - i. In those instances, the assignment immediately precedes or follows a scheduled shift/assignment, the ordered-in employee will be paid overtime for the actual number of hours worked outside that scheduled shift/assignment.
2. The City should give notice as soon as it determines that an employee will be ordered-in, and as soon as it determines an employee will be called-off (cancelled), for the upcoming shift/assignment.
 - a. If that order-in notice comes less than 24 hours before the scheduled start time, and the employee is eligible for overtime based upon eligibility due to other hours worked in the same pay week:
 - i. The employee will receive two hours of pay at a rate of time-and-one half, based on the employee’s hourly rate.

3. The City will Order-In employees using a seniority list based on each employee's service time in their current position or rank and will begin the Order-In assignment with the employee with the least seniority, moving up the list to those with most seniority, except as provided below.
 - a. Dispatch order-ins will utilize the "bucket hour" system as described elsewhere in the FCPS SOP manual.
 - b. In determining who will be ordered in, supervisors managing the specific order-in shift/event may consider whether the next employee on the list has vacation approved by a supervisor, articulates a reasonable conflict on their day(s) off, or whether utilizing that employee may violate any management-approved policy related to hours worked and/or time off for rest.
 - c. The seniority list will refresh every January 1st.
 - d. If an officer volunteers for two (2) mandatory fill overtime assignments greater than four (4) hours in duration prior to being ordered in, they are exempt from being ordered in until the list comes back around to them.

B. Coverage Responsibility and Cancellation Compensation

1. The ordered-in employee is responsible for notifying the supervisor who ordered them in as soon as possible if a conflict arises and they are unable to work the assignment. If the employee is unable to find a replacement for a previously assigned order-in, they may request that the supervisor assist in finding a replacement.

A. Order-In

1. ~~"Order-In" is defined as the right of the City to order an employee to report for duty and work a shift/assignment at a future date and time, other than the employee's normally scheduled shift and/or assignment.~~
 - a. ~~This article does not affect the call-out plans of collateral assignments (e.g. SWAT).~~
 - b. ~~Additionally, compensation for an order in will be paid according to the provisions of this article and employees are not also entitled to compensation discussed in any other article (e.g. Article 14 On-call Compensation).~~
2. ~~The City should give notice as soon as it determines that an employee will be ordered in, and as soon as it determines an employee will be called off (cancelled), for the upcoming shift/assignment.~~
 - a. ~~If that order in notice comes less than 12 hours before the scheduled start time, and the employee is eligible for overtime under Article 9:~~
 - i. ~~The employee will receive two hours of pay at a rate of time and one half, based on the employee's hourly rate, or~~
 - ii. ~~If the order in is immediately before or after a previously scheduled shift, the employee will be paid for hours worked during the order-in assignment above the hours actually worked.~~

3. ~~The City will Order-In employees using a seniority list based on each employee's service time in their current position or rank and will begin the Order-In assignment with the employee with the least seniority, moving up the list to those with most seniority, except as provided below.~~
 - a. ~~Dispatch order-ins will utilize the "bucket hour" system as described in the FCPS SOP manual.~~
 - b. ~~In determining who will be ordered in, supervisors managing the specific order-in shift/event may consider whether the next employee on the list has vacation approved by a manager, is on-call in another role for the agency, or whether utilizing that employee may violate any management approved policy.~~
 - c. ~~The seniority list will refresh every January 1st.~~
4. ~~The Order-In assignment shall commence at the time the scheduled shift/assignment begins (as designated by the supervisor) and will end when the appropriate supervisor releases the employee from duty, or the scheduled shift/assignment is over.~~
 - a. ~~If an employee who works an Order-In shift is entitled to overtime compensation (as required by Article 9), the employee will receive such compensation including:~~
 - i. ~~Off-duty attendance at any order-in assignment pursuant to this article will be compensated at time and one-half for either the actual time the non-exempt employee spends or for two (2) hours, whichever is greater, provided that the two (2) hour minimum does not overlap with the employee's regularly scheduled work hours.~~

B. Coverage Responsibility and Cancellation Compensation

1. ~~The ordered-in employee is responsible for fulfilling the shift/assignment or finding a replacement employee available and willing to replace the employee.~~
2. ~~If the City determines the employee is no longer needed for the shift/assignment, a supervisor will contact the employee and inform them.~~
 - a. ~~If the cancellation notice comes less than 24 hours prior to the scheduled start time, and the employee is eligible for overtime under Article 9, the employee will receive two hours of pay at a rate of time and one-half, based on the employee's hourly rate or if the order-in is related to a shift, the employee may choose to work the original assignment.~~
 - b. ~~For the purposes of the call-in roster, that employee will be considered to have worked the Order-In shift/assignment.~~

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Article 16: CANINE HANDLER, FTO/, AND CTO, AND CORPORAL COMPENSATION

- A. Canine handlers shall be compensated for the care and feeding of the canine by adding nine percent (9%) to their rate of pay as established by their rank and skill level [\(ie. Levels 1-5\)](#).
- B. Field Training Officers ("~~F~~TOs") and Communications Training Officers ("~~C~~TOs") shall receive ~~nineteen~~ [\(189\)](#) minutes of straight time compensation for each sixty (60) minutes of authorized shift or agency-approved work activity in which they work with their assigned trainee.
- C. [Police Corporal](#) Skill Level 1 pay will be set at 7% above Skill Level 5 Police Officer pay and Skill Level 2 pay will be set at 10% above Skill Level 5 Police Officer pay.
- D. [Communications SeniorLead Dispatcher \(if implemented\)](#) Skill Level 1 pay will be set at 5% above Skill Level 6 Dispatcher pay and Skill Level 2 pay will be set at 7% above Skill Level 6 Dispatcher pay.

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Article 17: CLOTHING COMPENSATION

- A. The purpose of a clothing allowance is to provide a means for employees to offset the cost of purchasing "civilian" or "street" clothing in lieu of wearing the Agency-issued uniform while on duty. It is not the intent of the clothing allowance to furnish an employee with a complete wardrobe or expense money for any other purpose. It is intended that the clothing purchased will be suitable for on-duty appearance as determined by assignment and Division approval.
- B. The Chief of Police will designate employees of the department authorized to receive a yearly clothing allowance. The annual (calendar year) amount of the clothing allowance, [per authorized employee](#), shall not exceed ~~\$700~~[425](#) [in 2025](#).
 - 1. [In every year following 2025, the amount of reimbursement will be increased by the change in the Consumer Price Index from the preceding year. This will be determined as part of the salary-setting process as described in Article 8.](#)
 - 2. To help compensate for taxes that will be assessed to the employee for this payment, the City will "gross up" the employee's pay by 30% of the dollar amount of the clothing allowance the employee utilizes in each year it's authorized to the employee.
- C. Employees who are authorized to receive a clothing allowance are required to submit a Clothing Allowance Request form, with receipts attached for clothing purchased, to their immediate supervisor. Usually, clothing allowance funds

will be available to authorized employees during the month of January of each year. Allowance payments may be requested at any time during the year until the designated limit is reached.

~~Newly assigned employees will be permitted to receive a prorated allowance based on the date of their assignment.~~

- D. Items purchased during the month of December may be submitted for payment in the next year if they only draw on funding from the year of purchase.

- E. A clothing allowance payment will only be used for the purchase of the following business casual attire (socks and undergarments are not authorized items):
 - 1. Men’s suit, sports coat, or trousers;
 - 2. Women’s pants, dress, skirt, or suit;
 - 3. Shirts or blouses;
 - 4. Neck ties;
 - 5. Belts;
 - 6. Shoes;
 - 7. Overcoats.

- F. Employees who wear Department issued uniforms on duty are permitted to have those uniforms laundered at the City’s expense at a specified cleaner. Employees who are authorized to receive a clothing allowance are permitted to have items of personal clothing and their Department-issued uniforms which have been worn on-duty laundered at the City’s expense at a specified cleaner. This does not include polo-style or t-shirts unless dry-cleaning is required for duty-related disinfection.

- G. The City will not pay for alterations of personal clothing. The City will pay for initial basic alterations (hemming and waist adjustment) of business clothing primarily worn for duty-related work and will pay for repair of duty-related damage to personal clothing when verified by a supervisor, and when the damage is not caused by negligence.

Article 18: VACATION LEAVE

- A. Employees are eligible to accrue vacation time beginning with the first day of employment. Vacation time is accrued bi-weekly each pay period. Employees cease accruing vacation time during any period of unpaid leave which exceeds thirty (30) consecutive calendar days.
- B. Full-time employees accrue vacation time in accordance with the schedules and examples below.
- C. Accrued vacation time may not be used until after the bi-weekly pay period in which it was accrued. The City will not advance vacation time or advance wages to employees in connection with use of vacation time.
- D. Employees may carry over to a new leave benefit year up to twice the amount of vacation time they are eligible to accrue as of the end date of the last pay period paid within the leave benefit year, up to a maximum of 30 days (240 hours). For example, a full-time employee who has been employed with the City for four years may carry over to the new leave benefit year a maximum of 30 days (240 hours) of vacation time.
- E. All vacation time which cannot be carried over is forfeited after the end date of the last pay period paid within the leave benefit year, unless an extension is authorized by the City Manager.
- F. All accrued but unused vacation time is payable upon separation from employment at the rate of one hour's pay (at the employee's regular hourly rate at the time of termination) for each hour of vacation time.
- G. Full-time employees accrue vacation time according to the following schedule:

Years of Service from Date of Hire	Vacation Hours Accrued Per Pay Period	Total Days (8-hour assignments) Accrued Per Year	Total Days (10-hour assignments) Accrued Per Year
0-3 yrs (0-36 mos.)	4.62 hours	15 days	~12 days
4-5 yrs (37-60 mos.)	4.92 hours	16 days	~13 days
6-7 yrs (61-84 mos.)	5.23 hours	17 days	~13.5 days
8-9 yrs (85-108 mos.)	5.54 hours	18 days	~14.5 days
10-12 yrs (109-144 mos.)	6.15 hours	20 days	~16 days
13-14 yrs (145-168 mos.)	6.46 hours	21 days	~17 days
15-16 yrs (169-192 mos.)	6.77 hours	22 days	~17.5 days
17-18 yrs (193-216 mos.)	7.08 hours	23 days	~23 days

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19-20 yrs (217-240 mos.)	7.38 hours	24 days	~24 days
Over 20 yrs (241 mos. +)	7.69 hours	25 days	~25 days

H. A break in employment with the City will result in a loss of years of service credit. Only employment with the City in a classified or unclassified management position will be counted in determining years of service.

Article 19: HOLIDAY LEAVE

A. Employees who are working or on paid leave at the time the holiday occurs may receive paid holiday time. If a holiday occurs during a paid leave, with the exception of the first 8 weeks of paid administrative leave, the employee must record holiday time (if they still have holiday time available) instead of the other paid leave. Employees on any unpaid leave are ineligible to receive paid holiday time. In addition, employees leaving employment may not use holiday time to extend their employment into the next calendar month.

B. The designated holidays total eighty-eight (88) hours and the one floating holiday totals eight (8) hours.

C. The City designates the following holidays each calendar year:

- —New Year’s Day, January 1st
- —Martin Luther King Day, 3rd Monday in January
- —President’s Day, 3rd Monday in February
- —Memorial Day, Last Monday in May
- Juneteenth, June 19th
- Independence Day, July 4th
- —Labor Day, 1st Monday in September
- —Veterans’ Day, November 11th
- —Thanksgiving Day, 4th Thursday in November
- —Day after Thanksgiving
- Christmas Day, December 25th

Depending upon the cycle of the leave benefit year, employees are provided with the designated holidays and one floating holiday. Employees are not credited with and may not use the floating holiday until after they have completed six continuous months of service.

D. Holidays that fall on a Saturday are generally observed on the preceding Friday, and holidays that fall on a Sunday are generally observed on the following Monday. The Christmas Day holiday often falls within the first pay period of the following leave benefit year, so holiday time for that day will

usually be credited and appear on an employee's time records for the following leave benefit year.

- E. Holiday hours are intended to be used on the designated holiday. Exempt employees who work on a holiday must record actual hours worked and take the holiday time off at a later date before the end of the leave benefit year. Non-exempt employees who during their regularly scheduled shift, are ~~required~~ authorized by a supervisor to work for 30 minutes or more on a holiday or the City observed holiday, may, at their option, either:

1. Record only the hours worked and take the holiday time off on another date before the end of the leave benefit year, or
2. Record on their time sheet up to the full number (8, or 10, ~~or 12~~) of hours in their regular schedule as worked (overtime) on the holiday (observed or designated) and record on their time sheet Holiday, Floating Holiday, Vacation, Compensatory, or Award leave (straight time) in an equal number of hours as those taken in overtime.

If the employee's shift is fully contained in either the observed or designated holiday, he/she will enter this type of leave on only one of those days. The employee cannot receive full payment of holiday pay for both the observed holiday and designated holiday.

In the event the employee's shift(s) for a particular holiday cover part of each of a designated and observed holiday and they intend to record overtime and leave as described in this section, the employee will record those hours worked on either the observed or designated holiday up to the maximum hours in one of the employee's standard authorized shifts (i.e., 8, or 10, ~~or 12~~ hours.)

The employee cannot receive full payment of holiday pay for both the observed holiday and designated holiday.

- F. Non-exempt employees who work on a holiday or the City observed holiday that is not part of their normal schedule, will be paid double time for the number of hours worked on the actual holiday or City observed holiday if they are required by a supervisor to work or if the employee volunteered to work in response to a supervisor's request or an Agency work sign-up (ie. New West Fest).

The employee cannot receive full payment of holiday pay for both the observed holiday and designated holiday. In the event the employee's assigned shift(s) for a particular holiday cover/s part of each of a designated and observed holiday, the employee may record in six (6) minute increments

any combination of hours worked on the observed and designated holidays up to the maximum hours in the assigned shifts.

- G. When a holiday occurs on an employee’s scheduled day off, the employee may schedule time off with holiday pay on an alternate date before the end of the leave benefit year.
- H. When members of the Bargaining Unit do not use all of their Holiday or Floating Holiday leave by the end of the leave benefit year, no more than ten (10) hours of unused Holiday time and Floating Holiday time combined will be ~~deposited-converted~~ from those unused balances into ~~the~~FOP Leave Time Bank, so long as the “donating” employee has not already donated their maximum ten (10) hours of time to the FOP, and only up to the overall maximum authorized ~~four hundred (400)~~one thousand (1,000) hours within the FOP Leave Time bank~~total, across recipients~~. All other unused Holiday and Floating Holiday time will be forfeited by the employee at the end of the final pay period of the leave benefit year in which the holiday occurred.
- I. Employees who actually work at least one full pay period in the new leave benefit year are eligible either to use or to receive pay upon separation from employment for accrued but unused floating holiday time which has not been forfeited.
- J. Only employees in positions that are required to work 24/7 shifts or who are designated by the Chief of Police as routinely being required to work on holidays are eligible to use holiday time prior to the date of the holiday for which holiday time is provided. If an employee uses holiday time early and then terminates employment with the City prior to the date of the holiday, the holiday time that was used early shall be reimbursed to the City from the employee’s accrued vacation time, if any, or will be deducted from the employee’s payroll checks.

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Article 20: MILITARY LEAVE

- A. Eligible Employees. Employees are eligible to take military leave for active duty or active or inactive duty training if they are members of the reserves or enlisted in any branch of the United States Armed Forces or are members of the National Guard of any state in the United States.
- B. Length of Paid Leave.
 - 1. Employees are provided with paid leave for a maximum of ~~15 working days (120 hours)~~30 working days (300 hours) for full-time employees, prorated for less than full-time employees) per calendar year for active

duty or active or inactive duty training with the National Guard or any branch of the U.S. Armed Forces.

2. After exhausting the ~~15 days~~300 hours of paid military leave, an employee may choose to use accrued vacation time, compensatory time, and personal leave time, if applicable, and/or take leave without pay for active duty or active or inactive duty training with the National Guard or any branch of the U.S. Armed Forces.

If an employee chooses to use the above-described accrued paid leave, such use must be at the rate of 40 hours per week (prorated for part-time employees based on their FTE) and can only be used during the initial portion of the leave. Once the leave becomes unpaid, an employee cannot begin using accrued paid leave. An employee may not use any other type of paid leave during military leave, including, but not limited to sick leave, injury leave, dependent care leave or emergency leave.

C. Continuation of Health Insurance.

1. After the first 30 continuous calendar days of unpaid leave for active military service, the City-sponsored health insurance for the employee and covered dependents will terminate. After coverage terminates, the employee may elect to continue coverage at his or her own expense and will be provided with detailed notice of the right to continue coverage.
2. Employees who are reinstated after completing active duty or active or inactive duty training will be eligible for immediate coverage under any applicable health insurance plans existing at the time without a waiting period.

D. Seniority and Pension Plans. Employees who are participants in any 401(a) defined contribution or City defined benefit retirement plan will continue to accrue years of service for vesting purposes during periods of military leave, and such leave will not constitute a break in service, so long as the employee complies with requirements for reinstatement after completing active duty or active or inactive duty training. During military leave, the employee's accounts will remain active and subject to fund transfers, changes in beneficiaries and other changes. The employee shall have the same rights with respect to accrued and future seniority status as if they had been employed during the time of such leave.

E. Life and Disability Insurance. After the first 30 continuous calendar days of unpaid leave for active military service, coverage under the life and disability insurance plans sponsored by the City will terminate (check with FPPA

regarding continuation of coverage options). These plans may contain limitations on coverage for death and disabilities which occur during a declared or undeclared war. For more information about the policy provisions, please contact the Human Resources Department for a copy of the summary plan descriptions or policies or contact the Fire & Police Pension Association (FPPA) for details of that coverage.

- F. Reinstatement. When all of the following conditions for reinstatement are met, employees will be re-employed. ~~instated to the same position they had at the time the military leave commenced~~ For employees with a period of military service less than 91 days, they will return to the position they would have been in had they been continuously employed and the military leave not occurred. For employees with a period of military service more than 90 days, they will either be reinstated to the position above or to a position of like seniority, status, and pay.
1. The cumulative period of military service was no longer than five years unless a longer period is required by federal or state law.
 2. The individual employee must return to work or apply orally or in writing for reinstatement in a timely manner, as defined by federal and state law. While these laws contain exceptions which could extend the time an employee has to return to work, they generally define timely manner as follows:
 - a. Military service time of less than 31 days: reporting for work the next regularly scheduled work-day following safe travel time plus 8 hours.
 - b. Military service time of more than 30 days, but less than 181 days: submitting an application for reinstatement within 14 days after release from military service.
 - c. Military service time of more than 180 days: submitting an application for reinstatement within 90 days after release from military service.
 3. The employee must provide documentation from the National Guard or U.S. Armed Forces that he or she honorably completed military service or active or inactive duty training, such as discharge papers.
 4. An employee has the same right to reinstatement as if he or she had been continuously employed during the leave period. For example, the employee is not eligible for reinstatement if the job for which he or she was hired was for a specific time period which expired or project which was completed during the absence or if the position has been

abolished. The City's circumstances must not have changed so as to make it impossible or unreasonable for the employee to be reinstated.

- 5. The employee is qualified to perform the duties of the pre-service re-employed position. If the Agency determines the employee is not qualified for this position, the employee will return to the position they had prior to the start of their military leave or to a position of like seniority, status, and pay they are qualified to perform.

- 6. If the employee is no longer qualified because of a disability, he or she will be re-employed in another existing job that he or she is capable of performing.

Lump-Sum Payment for Extended Military Leave.

~~1. After the first 30 continuous calendar days of unpaid leave for active military service and providing the employee has exhausted all accrued vacation leave, paid military leave, compensatory time and personal leave time, if applicable, an employee on military leave shall be paid a lump-sum amount of \$500.00, less withholdings and deductions.~~

~~2. An employee shall only be eligible for this payment once in any twelve-month period.~~

~~Multiple active-duty activations within a twelve-month period shall not entitle an employee to more than one payment within that twelve-month period. An employee is eligible for an additional payment if the extended military leave lasts longer than twelve consecutive months. This payment shall not be considered to be paid leave and therefore will not extend the coverage period for City-sponsored health, life, or disability insurance.~~

Article 21: BEREAVEMENT LEAVE

- A. All City employees may request to take reasonable time off, up to a maximum of five working days or 40 hours (includes any travel time), whichever is less, for bereavement leave for the death of or an anticipated death of an employee's family member, to include, spouse, child (both born and miscarriages), parent, grandparent, grandchild, sibling, in-laws, foster parents or siblings, half-family members, familial relationships associated with a partner in a civil union, domestic partner, or anyone for whom the employee or the employee's partner provide day-to-day care and financial support.
- B. Requests for bereavement leave must be made to the employee's manager as soon as the employee knows of the need for the leave.
- C. In the event that an eligible employee exhausts their bereavement leave allocation, the employee may use sick leave.

Article 22: JURY DUTY LEAVE

Employees will be paid while on jury duty up to a maximum of 25 working days in any 12-month period. The amount of pay will be the difference between jury duty fees paid and the employee’s regular wages once the employee furnishes the Payroll Division with a statement showing the fees received. Any further time that an employee serves on jury duty is unpaid by the City unless the employee chooses to use accrued paid leave time, such as vacation or compensatory time.

Article 23: EMERGENCY LEAVE

- A. Employees may request to take reasonable time off, up to a maximum of five working days or 40 hours, whichever is less, per emergency, with pay for the following types of emergencies:
 - 1. A medical emergency of the employee only when the employee is ineligible for sick leave or has exhausted his or her sick leave balance. A medical emergency for the purpose of this section is defined as a non-work-related injury, illness or disability which requires both medical care by a physician or other health care practitioner, and admittance to a health care facility;
 - 2. A medical emergency (as defined above) of an employee’s family member. A family member for purposes of this Article means the employee’s child, spouse, civil union partner, sibling, parent, grandparent or grandchild, including natural, step, in-law and foster relatives, whether or not those relatives are living in the employee’s home. “Family member” also includes any other relative of the employee (in addition to those listed in the previous sentence) as long as that other relative actually lives in the employee’s home.
- B. Requests for emergency leave must be made to the employee’s supervisor as soon as the employee knows of the need for the leave, but not later than 15 minutes after the beginning of the employee’s regular shift. Requests for emergency leave may be granted or denied based on the above criteria at the discretion of the supervisor.

Article 24: INJURY LEAVE

- A. Unlike sick leave which does not cover cases of work-related illnesses or injuries, injury leave is paid time off for eligible employees who are placed off work due to an injury or illness that arose out of and occurred in the course

and scope of employment with the City. Injury leave is paid in lieu of temporary disability payments.

B. Eligible Employees.

1. Employees are eligible to use injury leave. Part-time employees are eligible for injury leave on a pro rata basis based on the number of hours they are regularly scheduled to work each workweek.
2. Any employee who is unable to work because of an injury sustained as a result, in whole or in part, of his or her violation of a department or City rule or policy pertaining to safety, as determined in the sole discretion of the City, is ineligible to use injury leave.
3. Any employee who has willfully misled the City concerning the employee's physical ability to perform the job and is subsequently injured on the job as a result, in whole or in part, of the physical ability about which the employee willfully misled the employer, is ineligible to use injury leave.

C. Injury Reporting. Employees who are injured on the job, however slightly, or learn that they have an occupational illness, injury or disability must immediately report such information to their supervisors and Safety and Risk Management (SRM). Employees are also required to comply with the City's workers' compensation program requirements, including completing forms and providing information requested by the SRM and the City's designated physician/ health care practitioner.

D. When Injury Leave May Be Used. Injury leave allows employees paid time away from work in order to recover from temporary injuries and illnesses that occurred in the course and scope of employment with the City. An eligible employee's use of injury leave will end upon reaching maximum medical improvement as determined by the City's designated physician. Injury leave time may be used by employees under the following circumstances:

1. The City's designated physician has placed the employee on a temporary "no work" status because of an injury, illness, disease, or temporary disability, including disability associated with any surgery, arising out of and occurring in the course and scope of the employee's employment with the City;
2. Necessary medical examinations and treatments for such injury, illness, disease or temporary disability, and reasonable travel time to and from a health care provider for that purpose;

3. The City, in the discretion of SRM or the City's designated physician, places the employee on injury leave rather than assigns modified duty or alternative duties. If the employee is released to perform modified duty and is offered such duty by the City, the employee must return to modified duty. Employees who refuse modified duty are not eligible to use injury leave.

E. Amount of Injury Leave Time.

1. During the first six months of employment, full-time employees receive twenty-four (24) hours of injury leave.
2. After six months of employment, full-time employees receive a total of 130 days (1040 hours) of injury leave in any 24-month period.
3. There is no waiting period for employees to be eligible for injury leave. The injury leave benefit is equal to 100% of the employee's base pay.
4. Regardless of the number of work-related illnesses, injuries or disabilities sustained, 1040 hours is the maximum time available in any 24-month period. For example, an employee with 1040 hours of injury leave who used 100 hours of injury leave during January 1998 and then used 40 hours during May 1998 would have 900 hours remaining available through December 1999. In January 2000, this employee will recover the 100 hours used in January 1998 and have 1000 hours available. In May 2000, the employee will recover the 40 hours used in May 1998 and (assuming no other use) again have 1040 hours available.

F. Notice of Absence to Employee's Department and Risk Management.

1. An employee who reports an occupational injury or illness is evaluated by the City's designated physician, who completes a Work Status Report after each visit. The report notifies the employee and supervisor of the length of absence, if any, and any restrictions on the employee's job duties. Please contact SRM with any questions about the Work Status Report or if the employee's job duties cannot be conformed to the restrictions.
2. Employees who know ahead of time about the need for injury leave (e.g., an appointment or therapy) must notify their supervisors as soon as the need for leave becomes known. Employees who need to use injury leave unexpectedly (e.g., sudden relapse) must immediately contact the City's designated physician for treatment and authorization for absence, and also must notify their supervisor within 15 minutes

after the beginning of the shift each day of the absence, unless earlier notice is required by a departmental work rule.

- G. Continuation of Benefits During Injury Leave. During paid injury leave under the terms of this Article, all benefits for which the employee is eligible will continue as though the employee were at work.
- H. Holiday Pay During Injury Leave. Employees who are eligible for paid holiday time and who are on injury leave during a designated holiday will receive holiday pay for that day in lieu of injury leave pay.
- I. Return from Injury Leave.
 - 1. Employees returning from injury leave may, at the sole discretion of the City, be required to:
 - a. Complete a fitness for duty examination by a physician or other health care provider designated and paid for by the City;
 - b. Obtain a release from that physician or health care provider confirming that the employee is able to return to work without endangering the health and safety of himself or herself or others; and/or
 - c. Obtain a description satisfactory to the City of any restrictions upon the employee's work activities.
 - 2. Employees returning from injury leave will be reinstated to the extent required by law and may be temporarily placed on modified duty in accordance with the Modified Duty Article.
- J. Failure or Inability to Return from Injury Leave.
 - 1. If employees do not return to work on the date expected back from injury leave, their employment with the City may terminate, at the discretion of the City.
 - 2. Sometimes, employees may have exhausted all injury leave, be unable to perform the essential functions of their positions with or without reasonable accommodations, if applicable, but not have reached "maximum medical improvement" according to the designated physician. The following provisions apply to such circumstances:
 - a. An employee may request to use sick leave, if eligible and if the designated physician verifies that the employee is expected to return and perform all essential functions of the regular position

with or without reasonable accommodations before the employee’s sick leave balance is exhausted.

Such a request must be made in writing, along with the physician’s verification, and directed to the Chief Human Resources Officer, who has the discretion to grant or deny the request in whole or in part;

- b. If an employee does not request to use sick leave, or if such a request is denied, the employee will be placed on leave which is unpaid by the City (but may be partially paid through the Workers’ Compensation system) until one of the following happens:
 - i. The employee is able to return to perform the essential functions of the regular position with or without reasonable accommodations, if appropriate; or
 - ii. The employee reaches “maximum medical improvement” according to the designated physician;
- c. The portions of the “Extended Leave” article regarding “Compensation During Extended Leave” and “Benefits During Extended Leave” apply to unpaid leaves under these circumstances.

K. Applicability of Family and Medical Leave. Injury leave used for purposes of an employee’s serious health condition will run concurrently with leave under the Family and Medical Leave Act (“FMLA”).

L. No Payment upon Separation from Employment. Employees who have available but unused injury leave at the time of separation of employment shall not be paid for such unused leave.

Article 25: ADMINISTRATIVE LEAVE

A. Paid Administrative Leave

- 1. Leave Is Required at City’s Discretion. Employees may be required by the City to go on paid administrative leave at any time with or without cause or notice at the sole discretion of the City. Such notice shall be in writing to the affected employee. Circumstances under which such a leave may occur include, but are not limited to, the following:

- a. To make inquiries into or investigate a work-related matter;
 - b. To remove the employee from the workplace pending a pre-deprivation hearing or decision;
 - c. To protect the employee;
 - d. To protect the public;
 - e. To protect other employees or property in the workplace; or
 - f. To further any other work-related or business-related purpose.
2. Effect on Wages and Benefits. During paid administrative leave, employees will continue to receive benefits as if they were present at work.
 3. Employee Required to Remain Available. Employees on paid administrative leave must remain available so they can be contacted by telephone or personally during normal working hours from 0800-1700, excluding the noon lunch hour, Monday through Friday. This means an employee on paid administrative leave may not consider the leave time as vacation or personal time.

The employee must provide the supervisor with telephone numbers where he or she can be reached during normal working hours and must promptly return calls from the supervisor or the Human Resources Department. In addition, the employee must obtain prior permission of the Deputy Chief, an assistant chief, Director or his/her designee, who placed the employee on administrative leave, to use accrued vacation, compensatory, holiday, or award time in order to be away from his or her residence for longer than a single workday.

4. Paid administrative leave time shall supersede holiday time on a designated holiday that occurs within the first eight weeks of being placed on administrative leave. If an employee who has been placed on paid administrative leave exceeds eight weeks in that status, then the employee will use holiday time for any further designated holidays that occur while the employee is on paid administrative leave.

B. Unpaid Administrative Leave

Employees of the Bargaining Unit who have had charges filed against them by local, state, or federal prosecutor's office for any felony or any criminal charge that could result in a decertification, refusal to certify, or refusal to recertify by

the Colorado Peace Officer Standards and Training (POST) Board may be placed on unpaid administrative leave under the following circumstances:

1. Non-Voluntary Unpaid Leave –

An employee who has not completed his/her introductory period may be placed on unpaid administrative leave at the sole discretion of the Chief of Police or his/her designee. An employee who has completed his/her introductory period and has had criminal charges, as described under B above, filed against him/her may be placed on unpaid administrative leave if one of the following tests is met:

- a. The criminal charge/s filed by a local, state or federal prosecutor's office involve a felony; **OR**
- b. The criminal charge(s) filed by local, state or federal prosecutor's office, if true, could result a decertification, refusal to certify or refusal to recertify for the employee by the POST Board; and
- c. The available evidence is clear and convincing that the employee committed the offense.

2. Procedures for Non-Voluntary Unpaid Leave

- a. If a non-probationary employee has criminal charges filed against him/her that meet the description in 1(a) or 1(b) and 1(c) above, and the Chief/designee is considering placing that employee on unpaid administrative leave, the Chief/designee will convene an Advisory Board to provide opinion(s) to the Chief/designee as to whether or not the criminal charge(s) could result in a terminable offense or an offense that could result in decertification, refusal to certify, or refusal to recertify by the POST Board, and whether the evidence is clear and convincing that the employee committed the offense.

The Advisory Board shall be comprised of a manager from within the City, appointed by the City Manager; an individual appointed by the President of the FOP; and the Deputy Chief, an assistant chief, or Director, that is not in the involved employee's chain of command, appointed by the Chief of Police.

The Advisory Board members shall be presented with the available case documents, files, interviews, recordings and evidence to base their opinion(s) upon. The Advisory Board members shall have ~~five-ten~~ (10) business days to complete their opinions(s) once they receive the case file.

For an offense that could result in decertification, refusal to certify, or refusal to recertify by the POST Board, the Advisory Board members must agree unanimously as to whether or not [the evidence is clear and convincing that the employee committed the offense to place the employee on unpaid administrative leave](#) in order to put their opinion(s) in writing for the Chief of Police/designee. In any case, the Advisory Board members' opinions are not binding on the Chief's/designee's decision.

- b. Before a classified employee who has completed the introductory period may be placed on unpaid administrative leave, the employee must be provided with a pre-decision hearing by the Chief/designee for the purpose of providing the employee with the opportunity to be heard and to present information concerning whether or not the employee's placement on unpaid administrative leave is consistent with this Article and in the best interests of the City in maintaining the public's trust while the charges are pending.

The employee may, at the employee's expense, have a member of the FOP or an attorney present at the hearing to provide advice and assistance. With the consent of the employee, the FOP may provide whatever information it believes to be relevant to the Chief/designee's decision.

Following this pre-decision hearing, the Chief of Police/designee may place the employee on unpaid administrative leave until the criminal charges are resolved or an administrative investigation is concluded. The Chief/designee's decision with regard to unpaid administrative leave shall be final.

- c. A determination by the Chief/designee regarding whether or not an employee should be placed on unpaid administrative leave shall not be subject to a contract (Article 36) or disciplinary (Article 37) grievance. An employee retains all of the grievance rights set forth in Article 37 in the event that discipline is imposed during or following placement on unpaid administrative leave.
- d. Following the disposition of a felony criminal case described in 1.a above, the employee will remain on unpaid administrative leave, if previously placed on unpaid administrative leave by the Chief/designee, not to exceed six (6) months from the date the case reached a disposition. In the event that the administrative investigation is not completed within that time period, the employee will be placed on paid administrative leave, pending the completion of the administrative investigation.

If the alleged felony violation is sustained by the Internal Affairs investigator or the chain of review, the affected employee is subject to disciplinary grievance process described in Article 37 while on unpaid administrative leave.

- e. Following the disposition of an employee's court case involving a charge described in 1.b above, the employee will remain on unpaid administrative leave, if previously placed on unpaid administrative leave by the Chief/designee. The administrative investigation will be completed as soon as possible, not to exceed sixty (60) days from the date the criminal case reached a disposition.

In the event that the administrative investigation is not completed within that time period, the employee will be placed on paid administrative leave, pending the completion of the administrative investigation. If the alleged offense that could result in a decertification, refusal to certify, or refusal to recertify by the POST Board is sustained by the internal affairs investigator or the chain of command, the affected employee is subject to the disciplinary grievance process described in Article 36 while on unpaid administrative leave.

- f. Following all criminal proceedings, if the Internal Affairs Office and the chain of review determine that the alleged felony or offense that could result in decertification, refusal to certify, or refusal to recertify by the POST Board is Not Sustained, is Unfounded, or is Exonerated, the Chief/designee or City Manager will determine within thirty (30) days if the employee will return to duty.

If the employee is returned to duty, back pay, including any retirement or benefit payment(s) or accrual(s) will be issued to the employee, or made on behalf of the employee, as soon as possible, but not to exceed two pay periods from the date of that decision by the Chief/designee or City Manager. This provision shall not be applicable to an employee who requests to voluntarily go on unpaid administrative leave, or does not prevent the imposition of discipline, such as suspension without pay, as a result of an administrative investigation.

- g. An employee on unpaid administrative leave must provide a designated supervisor with contact information where he or she can be reached or messaged. The employee must reply to the supervisor or the Human Resources Department within one business day unless prior arrangements have been made for the employee to be unavailable.

During the Administrative Investigation of an allegation that an employee has committed a felony or an offense that could result in decertification, refusal to certify, or refusal to recertify by the POST Board, the Internal Affairs Office may compel the subject employee to provide an interview, in accordance with Article 35 of this Agreement. Any hours associated with a compelled interview, or any other investigatory matters requiring the employee's presence will be considered hours worked and will be paid at the employee's normal hourly rate.

- h. An employee who is placed on unpaid administrative leave by the Chief of Police/designee may obtain outside non-police employment that does not conflict with Agency policy or hiring standards. Upon release from Unpaid Administrative Leave, the provisions of Policy 1040 pertaining to outside non-police employment shall apply.
- i. An employee, on unpaid administrative leave, will remain on the City's health, dental and vision insurance for as long as he/she pays the employee's portion of the premium. The employee's payment will be made on or before each paycheck date.

3. Voluntary Unpaid Leave Option

- a. During the Administrative Investigation of an allegation that an employee has committed a felony or an offense that could result in a decertification, refusal to certify, or refusal to recertify by the POST Board, the Internal Affairs Office, Chief of Police, or the Chief's designee, may compel the subject employee to provide an interview, in accordance with Article 35 of this Agreement.
- b. An employee who has had a felony charge or a charge that could result in decertification, refusal to certify, or refusal to recertify by the POST Board filed against him or her by a local, state or federal prosecutor's office, but who has not been placed on unpaid administrative leave by the Chief/designee, may voluntarily request to be placed on unpaid administrative leave to protect against self-incrimination should a Garrity interview be compelled by the agency. The request to be placed on unpaid administrative leave shall be made by the employee to the Chief Human Resources Officer.

Upon the employee's request, the Chief Human Resources Officer will consult with the President of the FOP and the granting of unpaid administrative leave is subject to the approval of the Chief of Police/designee.

- c. If the request to be placed on unpaid administrative leave is granted, and the employee decides not to give a Garrity interview about the criminal charges, it shall not be considered insubordination or a violation of any policy regarding non-compliance with the administrative investigation or order.

However, if there are other allegations of misconduct that are not elements of the criminal charges, the City may compel an interview with the employee regarding those allegations. Refusal to cooperate with that interview shall be considered insubordination and a violation of policy. Any hours associated with a compelled interview will be considered hours worked and will be paid at the employee's normal hourly rate.

- d. The City will continue the administrative investigation of the alleged felony or offense that could result in a decertification, refusal to certify, or refusal to recertify by the POST Board. When the investigation reaches a point where the employee's interview is necessary prior to concluding the investigation, and the criminal case has not reached a disposition, the City will request the employee to cooperate in that investigation and submit to an interview.

If the employee refuses and the City determines the alleged felony or offense (that could result in a decertification, refusal to certify, or refusal to recertify by the POST Board) is sustained without the employee's interview, the employee may be subject to disciplinary action, up to and including termination. The employee's refusal to cooperate is deemed to be a waiver of his/her grievance rights under Article 36 or Article 37. When the investigation reaches a point where the employee's interview is necessary prior to concluding the investigation, and the criminal case has reached a disposition, the employee is required to cooperate in that investigation.

- e. The employee may cooperate with the administrative investigation at any time after being placed on voluntary unpaid administrative leave. Following the employee's decision to cooperate in the administrative investigation, the employee will be placed on paid administrative leave unless and until the provisions of this Article pertaining to non-voluntary unpaid leave have been met. Once the employee agrees to cooperate, the employee shall not be able to change his/her mind and request to voluntarily be placed on unpaid administrative leave.

- f. An employee who is placed on unpaid administrative leave by the Chief of Police or his/her designee may obtain outside non-police employment that does not conflict with Agency policy or hiring standards. Upon release from Unpaid Administrative Leave, the provisions of FCPS Policy 1040 pertaining to outside non-police employment shall apply.
- g. An employee, on unpaid administrative leave, will remain on the City's health, dental, and vision insurance for as long as the employee pays the employee's portion of the premium. The employee's payment will be made on or before each paycheck date.

Article 26: EXTENDED LEAVE OF ABSENCE

- A. Employees may request an extended leave of absence without pay for a maximum period of one year in any five-year period. Such a request must be in writing and directed to the Chief of Police and the Chief Human Resources Officer. The request may be granted or denied at the sole discretion of the City. In reaching such a decision, the City may, but is not obligated to, consider factors including, but not limited to the following:
 - 1. Whether the employee has performed satisfactorily;
 - 2. The length of the employee's service with the City;
 - 3. The feasibility and cost of replacing the employee or reassigning work during the period of requested leave.
- B. ~~Although extended leaves are without pay, employees may use any or all of their accrued but unused vacation, compensatory time and holiday time during the leave. Full-time employees electing to use paid time must do so at the rate of 40 hours per week, and part-time employees must do so on a pro rata basis based on their FTE. Employees may not use paid time after leave without pay begins. Employees will be paid for earned but unused, vacation and comp time, but~~ may not use any ~~other~~ type of paid leave during an extended leave, including but not limited to ~~vacation, comp, holiday~~, sick leave, injury leave, dependent care leave or emergency leave. ~~Employees are ineligible to receive holiday pay during the unpaid portion of an extended leave.~~
- C. ~~During any portion of the extended leave that is paid, and during the first 30 continuous calendar days of unpaid leave, an employee will continue to participate in City-sponsored pension, deferred compensation, health insurance, employee assistance program, vision care, dental insurance,~~

~~disability insurance, accidental death and dismemberment insurance, and life insurance, as if the employee were actually at work. The employee will also continue to accrue paid vacation and receive sick leave time, even though the employee may not use sick time during the leave.~~

C. After the start date of an extended leave of absence, at the end of the current calendar month~~first 30 continuous calendar days of unpaid leave~~, the employee will cease accruing vacation time, cease receiving sick leave and injury leave time, and cease to be eligible to participate in any City-sponsored flexible spending, disability insurance, accidental death and dismemberment insurance and life insurance, except in accordance with conversion rights, if any, under the terms of such plans.

In addition, after the first 30 continuous calendar days of unpaid leave, the employee's coverage, if any, under the City-sponsored health insurance, employee assistance program, vision services and dental insurance will terminate unless the employee elects to continue such coverage and pays 100% of all premiums for the elected coverage in a timely manner in accordance with the requirements of the City and the plans. The employee will be provided with a separate notice of the right to continue coverage with more specific information about premium amounts and required payments.

D. The terms of any retirement plan or deferred compensation plan in which the employee participates will control how any unpaid portion of the leave is credited as service under the plan.

E. The City cannot promise to hold an employee's position open during such a leave. An employee wishing to return to work after an extended leave will be placed in the first vacancy, if any, in the employee's base type of position which becomes available within 90 days after the intended date of return, provided that the employee is able to perform all essential functions of the position with or without reasonable accommodation. There will be no expectation of the returning employee being placed into a priorly-held specialty unit, assignment, or rank.

F. The City will consider an employee's employment with the City to have terminated if any one of the following circumstances occur:

1. If the employee does not provide written notice of his/her intent to return within the time frames set forth in a written agreement;
2. If the employee does not accept reinstatement to the first opening in the employee's type of position offered within 90 calendar days after the intended return date;

3. If the employee does not return to work from the leave within 90 calendar days after the intended return date because the position was not available or for any other reason; or
4. If the employee resigns.

G. If an employee's request for an extended leave of absence is granted, the employee must sign a written agreement which sets forth the terms and conditions of the extended leave. Employees shall be required to obtain the written agreement from the Human Resources Department or City Attorney's Office.

H. Employees who are on a leave of absence from the department, and return to work within 12 months, shall retain their employee/badge number and seniority for the purposes of shift and vacation bids only. However, in regard to other programs such as longevity awards, vacation accruals, etc...their total service time will be calculated as cumulative time, minus the period of time they were spent on any extended leaves of absence.

Article 27: TIME TRADES

- A. Time trade is defined as an employee voluntarily agreeing to work the requesting employee's normally scheduled work hours. The requesting employee shall then work the granting employee's normally worked shift at a later, mutually agreed upon date. The employees participating in this time trade must be within the same division and of the same rank.
- B. Time trades shall be allowed providing the employees notify and obtain advance approval of their supervisors of the time trade. Once agreed upon and approved, employees will be responsible for working the shift or hours they agreed to work. If an employee is unable to fulfill their time trade obligations, it is his/her responsibility to arrange for an approved employee to fill the shift. However, if the employee cannot fill the shift because of an emergency, they must notify the affected supervisor immediately.
- C. Until a time trade has been approved by both supervisors, the employee who was originally scheduled to work the shift shall be responsible for working that shift.
- D. Hours worked when an employee is working or scheduled to work a time trade shall not be considered in the calculation of overtime or compensatory time. Each employee will be credited as if he/she worked his/her normal work schedule.

Article 28: AWARD TIME

The City shall establish and maintain a leave category for award time. A member shall submit a request to their supervisor to use Award Time leave, and such leave will be approved at the discretion of the supervisor.

Article 29: INSURANCE**A. Medical Insurance.**

1. The City will continue to offer the City sponsored medical plan to employees. The maximum full-time employee contribution for employee only coverage is 15% of premium and for employee plus dependents is 30% of premium.
2. The City may make changes in the plan providing it consults with the FOP prior to implementing any such changes.

B. Vision Care Insurance. The City shall continue to offer the supplemental vision insurance to employees. Employees shall continue to pay 100% of the supplemental vision insurance premium.**C. Dental Care Insurance.**

1. The City will continue to offer one (1) City sponsored Dental plan. The maximum full-time employee contribution for employee only coverage will be 30% of premium and for employee plus dependents is 40% of premium.
2. The City may make changes in the plan providing it consults with the FOP prior to implementing any such changes.

D. Any medical, dental or vision insurance made available to City employees shall be made available for domestic partners (as defined by City Policy) of members of the Bargaining Unit.**E. Life Insurance.** The City shall provide to the employee life insurance comparable to one (1.0) times the annual salary of the employee rounded up to the nearest one-thousand (1,000). The life insurance will be paid for by the City. The City may also choose to offer additional and optional low-cost life insurance up to three times salary with a total maximum of up to five hundred-thousand dollars (\$500,000). The employee shall pay all costs associated with the optional, additional life insurance.

Article 30: MODIFIED DUTY

- A. Availability of Modified Duty. Employees who are temporarily unable to perform all the essential functions of their jobs may be assigned to modified duty, where reasonably available at the discretion of the City. This excludes employees who have reached maximum medical improvement (MMI). The purpose of modified duty is to allow employees with temporary disabilities to continue working on a short-term basis until their condition improves and they are able to return to their regular positions.

Employees may request modified duty, or the City may require employees to perform modified duty under certain circumstances. Employees assigned to modified duty will continue to receive their regular base rate of pay. Modified duty is not guaranteed to employees, but is only provided where it is reasonably available at the discretion of the City. Employees who are permanently disabled from performing the essential functions of their jobs are ineligible for modified duty.

- B. Modified Duty Defined. “Modified duty” means that one or more essential functions of the employee’s job are changed by the City, in its discretion, consistent with the recommendations of the employee’s health care provider or the City’s designated physician. An employee on modified duty may continue in the same position but with different or fewer duties or reduced schedule, or may be assigned to a different position or even a different department or work unit at the City’s discretion.
- C. Temporary Disability — Length of Modified Duty. A disability is considered to be “temporary” only when the employee establishes through the credible prediction of a health care provider (or, in the case of a work-related injury or illness, the City’s designated physician or one appointed by a court in lieu of the City’s designated physician) that the employee will be able to return to her or his regular position and perform all essential functions of that position (with or without reasonable accommodations) within twelve months of the date the temporary disability began [or within twelve months of the date the employee filed a workers’ compensation claim for a temporary disability.](#)

Accordingly, a modified duty assignment is limited to a maximum of twelve months from the date the temporary disability began. In addition, in the case of temporary disabilities resulting from work related injury or illness, the City may, in its discretion, extend a modified duty assignment until the employee reaches maximum medical improvement in the opinion of the City’s designated physician or one appointed by the court in lieu of the City’s designated physician.

- D. Certification Required for Modified Duty.

1. Employees may only be assigned to and continued on modified duty based upon written verification from a health care provider which:
 - a. describes the employee's work restrictions; and
 - b. states an anticipated date (which must be within twelve months from the date of disability) when the employee will be able to perform all essential functions of her or his regular position with or without reasonable accommodation.
 2. The City may require employees to obtain such written verifications from their health care providers. The City also may require employees to be examined by the City's designated physician or one appointed by a court in lieu of the City's designated physician in order to obtain such verifications, seek clarification or additional information, confirm the need for modified duty, or provide a second opinion.
 3. It is the employee's responsibility to ensure that any medical information required by the City is provided promptly upon request, including follow-up information, satisfactory clarification and updates. Modified duty may be denied or canceled, and the employee may be subject to disciplinary action for failure to undergo a medical examination or provide the types of information described above upon request.
- E. Termination of Modified Duty. Modified duty will terminate twelve months from the date the temporary disability began or earlier if the City receives notice that, in the opinion of a physician or other health care provider, the employee's claimed disability is not "temporary" as defined in this Article. Modified duty also will terminate when the City receives written notice that the employee has reached MMI or is able to return to perform the essential functions of her or his regular job.
- F. Return to Regular Position Following Modified Duty.
1. Although the City is unable to guarantee reinstatement, an employee returning from modified duty will be placed in her or his former position, if available, or will be offered the first opening, if any, in a comparable position for which she or he is qualified and which becomes available within 60 days of the date after the City receives both:
 - a. The employee's request for reinstatement; and
 - b. Written verification that the employee is able to perform the essential functions of her or his former position as described above.

2. Employees returning from modified duty must obtain a release from a physician or health care provider confirming that the employee is able to return to work without endangering the health and safety of herself or himself or others and obtain a description satisfactory to the City of any accommodations necessary to allow the employee to perform the essential functions of her or his regular position. In addition, the City may, at its discretion, require the employee to complete a fitness for duty examination by a physician or other health care provider designated and paid for by the City.

Article 31: SICK LEAVE

- A. This Article is intended to provide employees with time off work for brief non-occupational illnesses or injuries.
- B. Eligible Employees.

Employees are eligible to use paid sick leave in accordance with this Article.
- C. When Sick Leave May Be Used. Employees may take available but unused paid sick leave under any of the following circumstances:
 1. The employee has a non-occupational mental or physical illness, injury, or health condition; needs a medical diagnosis, care or treatment related to such illness, injury or condition; or needs to obtain preventive medical care;
 2. The employee needs to care for a family member who has a mental or physical illness, injury or health condition; needs a medical diagnosis, care or treatment related to such illness, injury, or condition; or needs to obtain preventive medical care;
 3. The employee or the employee's family member has been the victim of domestic abuse, sexual assault, or criminal harassment, and the use of leave is to:
 - a. seek medical attention for the employee or the employee's family member to recover from a mental or physical illness, injury, or health condition caused by domestic abuse, sexual assault, or harassment;
 - b. obtain services from a victim services organization;
 - c. obtain mental health or other counseling;

d. seek relocation due to domestic abuse, sexual assault, or harassment; or

e. seek legal services, including preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or harassment;

4. ~~4.~~—A public official has ordered the closure of the school or place of care of the employee's child or of the employee's place of business due to a public health emergency, necessitating the employee's absence from work.
5. [The employee needs to care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the closure of the family member's school or place of care.](#)
6. [The employee needs to evacuate the employee's place of residence due to inclement weather, loss of power, loss of hearing, loss of water, or other unexpected occurrence or event that results in the need to evacuate the employee's residence.](#)
7. "Family member" means a person who is a spouse, child (both born and miscarriages and adopted), parent, grandparent, grandchild, sibling, in-law, foster parent or sibling, half-family member, familial relationship associated with a partner in a civil union, domestic partner, or anyone for whom the employee or the employee's partner provide day-to-day care and financial support.
8. When the employee adopts a child or receives a foster child providing the following conditions are met:
- a. the employee must certify in writing that he or she will be serving as care giver for the adopted or foster child during the leave use;
 - b. the use of this leave may not be used prior to placement of the child in the employee's care pursuant to a final decree of adoption or foster placement, nor later than three months after the date of final decree of adoption or foster placement;
 - c. if both adoptive or foster parents are eligible employees of the City, only one parent may use leave for this purpose;
 - d. the adopted or foster child must be under eighteen years of age at the time of placement;

- e. use of sick leave for this purpose shall run concurrently with Family and Medical Leave time, if applicable.
9. When an employee is unable to work after reaching maximum medical improvement (as determined by the City's designated physician or one appointed by a court in lieu of the City's designated physician) from a workers' compensation eligible injury, illness, or disability, but is eligible for the City's long term disability insurance coverage, makes application for such benefit upon reaching maximum medical improvement, and diligently pursues a determination of benefit eligibility.
10. If an employee has given birth, that employee may access any remaining sick leave after any short-term disability leave/benefit provided to the employee for the employee's medical recovery following childbirth for baby bonding. Baby bonding may be used continuously or intermittently. The employee will provide their manager and the human resources department with a request for leave at least 30 days before the leave's proposed date (If the leave was not foreseeable, then notice must be sent as soon as possible).
- a. A parent not giving birth may, upon the child's birth, utilize sick leave because they are not eligible for short-term disability pay.
 - b. Foster and adopted parents who did not utilize short-term disability may access sick leave immediately for baby bonding as currently outlined in the policy. If both parents are City employees, both may use their sick leave balances.
 - c. Baby bonding time is available for the 12 months following the birth or placement of a foster or adopted child.
 - d. If a holiday occurs while the employee is using sick leave for baby bonding, the day will be charged as holiday pay.
 - e. An employee who uses sick leave for baby bonding, that does not qualify for FMLA leave, will be offered the same level of job protection when the employee is on baby bonding leave as if the employee were on FMLA-qualifying leave.
 - f. Use of sick leave for this purpose shall run concurrently with Family and Medical Leave time, if applicable.

D. Amount of Sick Leave

1. At the beginning of each leave benefit year, employees shall receive 120 hours of sick leave for use during that leave benefit year. This amount will be pro-rated for those employees who are hired after the start of the leave benefit year. Pro-ration shall be from the beginning of the pay period in which the employee begins employment. For example, if an employee begins employment at any point during the fifth pay period of the leave benefit year, the pro-ration shall be calculated based on the first workday of that pay period, and the employee shall receive 101.5 hours of sick leave (22 pay periods remaining of the 26 available) after the employee completes the first 30 days of employment.

E. Notice of Brief Absence (4 Days or Less). This portion of the Article applies to employees with brief illnesses (such as the flu) and minor medical procedures where the employee reasonably expects to be absent four days or less, even if the absence ends up being longer.

1. Employees who need to use sick leave for an unexpected, brief illness must contact their supervisor or other designated person within the department 30 minutes or more before the beginning of the shift each day of the absence.
2. Employees who need to be absent for a scheduled medical appointment or short-term procedure or treatment must notify their supervisor or other designated person in the department as soon as the need for the absence is scheduled with the health care provider. Employees must schedule appointments outside regularly scheduled work hours when possible.

F. Notice of Prolonged Absence (More Than 4 Days) or Intermittent Leave. This portion of the Article applies to employees who need to be absent for illnesses or medical procedures for more than four days, or who need to use sick leave intermittently.

1. Employees who need to use sick leave for a prolonged, scheduled medical procedure or treatment (such as surgery, childbirth or recurring therapy) must notify their supervisor as soon as learning of the need for such a leave, or no less than 30 days before expecting to use leave. The notice must specify the reason for the leave, the date it's expected to begin, and the expected duration. For intermittent leave, which is not available for birth or care of a newborn child or placement of an adopted or foster care child, the notice must specify the reason for the leave and the scheduled dates and times for the absences.

2. Employees who unexpectedly become seriously ill or require prolonged treatment or recovery (or someone on behalf of the employee) must call the supervisor as soon as reasonably possible under the circumstances.
3. Supervisors should notify the Human Resources Department any time an employee requests a prolonged sick leave.

G. Required Information.

1. Employees are responsible for making sure that all of the requested information is provided promptly, including follow-up information and updates. Sick leave may be denied or terminated, and the employee may be subject to disciplinary action up to and including termination of employment, for failure to undergo a medical examination or promptly provide the types of information described in this Article.
2. Employees who request sick leave or who have used sick leave may be required by their supervisor or the Human Resources Department to do the following:
 - a. Periodically communicate with the supervisor or the Human Resources Department regarding the anticipated date of return to duty;
 - b. Provide written verification of the following from the physician or other health care provider treating the employee:
 - i. Date on which the condition commenced;
 - ii. Nature and extent of illness or injury, but only as is necessary to determine the employee's ability to perform job functions;
 - iii. duration of illness or injury;
 - iv. Confirmation that the employee is unable to perform essential job functions;
 - v. Anticipated date on which the employee may return to work;
 - vi. Release stating that the employee is able to return and perform his or her duties without endangering the health and safety of himself or herself or others, and describing restrictions on the employee's work activities;

- vii. In the case of intermittent absences:
 - aa. The dates on which the treatment is expected to be given and the duration of treatment; and
 - bb. Confirmation that intermittent leave is medically necessary, and the expected schedule and duration of the intermittent leave.
 - c. Undergo a fitness for duty examination by a physician or other health care provider designated and paid for by the City; obtain a release from a physician or health care provider confirming that the employee is able to return to work without endangering the health and safety of himself or herself or others; and/or obtain a detailed description satisfactory to the City of restrictions on the employee's work activities.
 - d. Employees who request sick leave based on a family member may be required by their supervisor or the Human Resources Department to provide information and documentation verifying the illness or injury of the family member or the family member's medical appointments.
- H. Sick Leave During Vacation. Sick leave may not be used during a scheduled vacation, compensatory or award time off, except under extraordinary circumstances. A request to use sick leave during a scheduled vacation, compensatory or award time off must be made to, and may be granted or denied in the discretion of, both the employee's department or division head and the Director of Human Resources.
- I. Holiday Pay During Sick Leave. Employees who are eligible for holiday time and who are on sick leave during a designated holiday must record holiday time for that day (if available) and not sick leave. An employee who is scheduled to work on a holiday and becomes sick must record holiday time (if available) only for the day.
- J. Continuation of Benefits During Sick Leave. During paid sick leave under the terms of this Article, all benefits will continue as though the employee were at work.
- K. Misuse Prohibited. Employees are prohibited from using sick leave except under the circumstances described at the beginning of this Article. Employees who, in the City's judgment, misuse sick leave are subject to disciplinary action and sick leave benefits may cease. When there appears to be a possibility that sick leave is being misused, the department or division head or supervisor may:

1. Make further inquiry of the employee about past or ongoing use of the leave time;
2. Require the employee to provide the type of information or submit to medical examinations as described above; and/or
3. Require the employee to provide written medical verification or be seen by the City's designated physician in order to use any further sick leave.

L. Return from Sick Leave.

1. Employees returning from sick leave may, at the discretion of the City, be required to:
 - a. Complete a fitness for duty examination by a physician or other health care provider designated and paid for by the City;
 - b. Obtain a release from that physician or health care provider confirming that the employee is able to return to work without endangering the health and safety of himself or herself or others; and/or
 - c. Obtain a description satisfactory to the City of any restrictions upon the employee's work activities.
2. If employees do not return to work on the date expected following sick leave, or decline a comparable position, their employment may terminate.

M. Applicability of Family and Medical Leave and Family Care Leave Acts. Sick leave used for purposes of childbirth or serious health condition of the employee, or caring for the employee's spouse, civil union partner, child, or parent suffering from a serious health condition will, in addition to sick leave, be counted as leave under the Family and Medical Leave Act ("FMLA") and the Colorado Family Care Act ("FCA") as applicable.

N. No Payment upon Separation from Employment. Employees who have available but unused sick leave at the time of separation of employment shall not be paid for such unused leave. However, if a terminated employee returns to work with the City within a six-month period from the date of separation, the City will reinstate any uncompensated, accrued sick leave balances for that employee.

Article 32: SHORT-TERM DISABILITY LEAVE

A. This Article is intended to provide employees with income replacement associated with time off for certain short-term disabilities arising from non-occupational illnesses or injuries. Employees are eligible to use short term disability leave in accordance with this policy.

B. When Short-Term Disability Leave May Be Used.

1. An employee may take available short-term disability leave when he or she is disabled and unable to perform his or her job due to a non-occupational personal illness, injury, or other medical condition. For purposes of this policy, the term “disabled” means that the employee is unable to perform one or more of the essential functions of his or her job with the City and the employee is not on full-time modified duty pursuant to Article 30.
2. The fact that an employee is provided with partial day or week modified duty shall not disqualify an otherwise qualified employee from using partial day or partial week short-term disability.
3. An employee shall not be permitted to use short term disability leave if the employee is on an unpaid leave of absence for 30 continuous calendar days. For the purposes of this paragraph, if an employee works 10 hours or less during a 30-day period, that period shall be considered a leave of absence.

C. Amount and Commencement of Short-Term Disability Leave.

1. An employee may be eligible for short term disability leave for up to ~~90 calendar days~~ 26 weeks per incident, so long as the employee is under the care of a qualified healthcare provider and disabled as determined by the City’s short-term disability administrator. The first consecutive 14 calendar days of being disabled shall be an elimination period and shall be unpaid unless the employee is permitted to use available sick leave, vacation leave, award time, accrued but unused holiday time, and/or compensatory time.

The next six (6) weeks of short-term disability leave will be paid by the City at 100% of the employee’s regular pay based on the position’s designated FTE, excluding commissions, bonuses, overtime pay or any other extra compensation.

Weeks 7-12 will be paid at 80% of the employee’s base salary. Weeks 13-26 will be paid at 66.67% of the employee’s base salary. ~~The remaining four (4) weeks and six (6) days will be paid at 75% of the~~

~~employee's regular pay.~~ An employee may choose to use any available vacation leave, sick leave, award time, accrued but unused holiday time, donated time, or compensatory time to increase the short-term disability leave from 75% to 100% of the position's designated FTE.

2. The elimination period of 14 calendar days is the period of time an employee must be continuously disabled before disability benefits are payable.
3. If an employee returns to work following the use of paid short-term disability leave and subsequently becomes qualified for available short-term disability leave again within two consecutive calendar weeks of returning to work due to the same or related causes, the employee will not be required to complete a new elimination period.

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D. Notice of Intent to Use Short-Term Disability Leave.

1. An employee who needs to use short-term disability leave for a prolonged, scheduled medical procedure or treatment (such as surgery or childbirth) must notify his/her supervisor as soon as learning of the need for such a leave, or about three months before expecting to give birth. The notice must specify the reason for the leave, the date it is expected to begin, and the expected duration.
2. An employee who unexpectedly becomes seriously ill or requires prolonged treatment or recovery (or someone on behalf of the employee) must call the employee's supervisor as soon as reasonably possible under the circumstances.

E. Required Information.

1. Employees are responsible for making sure that all of the requested information is provided promptly, including follow-up information and updates. Short-term disability leave may be denied or terminated, and the employee may be subject to disciplinary action up to and including termination of employment, for failure to undergo a medical examination or promptly provide the types of information described in this Article.
2. Employees who request short-term disability leave or who have used short term disability leave may be required to do the following:
 - a. Periodically communicate with the supervisor or the City's short-term disability administrator regarding the anticipated date of return to duty;

- b. Provide written verification to the City's short-term disability administrator of the following from the physician or other health care provider treating the employee:
 - i. Date on which the condition commenced;
 - ii. Nature and extent of illness or injury, but only as is necessary to determine the employee's ability to perform the job functions;
 - iii. Probable duration of illness or injury;
 - iv. Confirmation that the employee is unable to perform essential job functions and a description of the essential job functions that the employee is able to perform along with any work restrictions;
 - v. Anticipated date on which the employee may return to work;
 - vi. Release stating that the employee is able to return and perform his or her duties without endangering the health and safety of himself or herself or others, and describing restrictions on the employee's work activities;
 - c. Undergo a fitness for duty examination by a physician or other health care provider designated and paid for by the City; obtain a release from a physician or health care provider confirming that the employee is able to return to work without endangering the health and safety of himself or herself or others; and/ or obtain a detailed description satisfactory to the City of restrictions on the employee's work activities.
 - d. Provide all information necessary to the City's short-term disability administrator so that he or she may make an eligibility determination.
- F. Misuse Prohibited. Employees are prohibited from using short term disability leave except under the circumstances described in this Article. Employees who, in the City's judgment, misuse short term disability leave are subject to disciplinary action and short-term disability leave benefits may cease. When there appears to be a possibility that short-term disability leave is being misused, the department or division head or supervisor may:

1. Make further inquiry of the employee about past or ongoing use of the leave time;
2. Require the employee to provide the type of information or submit to medical examinations as described above; and/or
3. Require the employee to provide written medical verification or be seen by the City's designated physician in order to use any further short-term disability leave.

G. Denial or Termination of Short-Term Disability Leave. Short-Term Disability Leave shall be denied or terminated on the earliest of:

1. Expiration or exhaustion of the leave.
2. Recovery from disability.
3. Termination of employment.
4. Failure of the employee to provide medical records and information deemed necessary by the City to administer this Article.
5. Failure of the employee to follow the provisions of this Article or to reasonably cooperate with the City in administering this Article.
6. Failure of the employee to meet the eligibility requirements of this Article.
7. The employee is approved to receive long term disability benefits.

H. Limitations and Exclusions.

1. An employee shall not be eligible to use short-term disability leave during any of the following periods:
 - a. Any period the employee is not under the regular and continuing care of a physician providing appropriate treatment by means of examination and testing in accordance with the disabling condition.
 - b. Any period the employee fails to submit to any medical examination requested by the City or requested by the City's short-term disability administrator.

- c. Any period of disability due to mental illness, unless the employee is under the continuing care of a licensed mental health care provider.
 - d. Any period of disability due to drug and alcohol illness, unless the employee is actively supervised by a physician or rehabilitation counselor and is receiving continuing treatment from a rehabilitation center or a designated institution approved by the City.
2. An employee shall not be eligible to use short-term disability leave if the employee's disability is due to any of the following:
- a. War, declared or undeclared, or any act of war.
 - b. Active participation in a riot, rebellion, or insurrection.
 - c. Committing or attempting to commit an assault, felony or other illegal act.
 - d. Injury or sickness for which the employee is entitled to benefits under any Workers' Compensation, Occupational Disease, or similar law.
 - e. Injury or sickness sustained while doing any act or thing pertaining to any occupation for wage or profit.
 - f. Sickness or injury due to cosmetic or reconstructive surgery, except for such surgery necessary to correct a deformity caused by sickness or accidental injury.
- I. Holiday Pay During Short-Term Disability Leave. Employees who are eligible for holiday time and who are on short term disability leave during a designated holiday must record holiday time for that day (if available) and not short-term disability leave.
- J. Continuation of Benefits During Short-Term Disability Leave. During short-term disability leave under the terms of this Article, all benefits will continue as though the employee were at work.
- K. Return from Short-Term Disability Leave.
- 1. Employees returning from short-term disability leave may, at the discretion of the City, be required to:

- a. Obtain a release from their physician or health care provider confirming that the employee is able to return to work without endangering the health and safety of himself or herself or others;
 - b. Obtain a description satisfactory to the City of any restrictions upon the employee's work activities; and/or
 - c. Complete a fitness for duty examination by a physician or other health care provider designated and paid for by the City.
2. If employees do not return to work on the date expected following short-term disability leave, or decline a comparable position, their employment may terminate.
- L. Applicability of Family and Medical Leave. Short-term disability leave used for purposes of childbirth or serious health condition of the employee will, in addition to short-term disability leave, be counted as leave under the Family and Medical Leave Act ("FMLA") if applicable. (Please refer to the "Family and Medical Leave" policy in the City of Fort Collins Personnel Policies and Procedures.)
- M. No Payment upon Separation from Employment. Employees who have available but unused short-term disability leave at the time of separation of employment shall not be paid for such unused leave.
- N. Administration of Article.
1. The City may, in its discretion, use a third-party administrator to administer all or any part of this Article.
 2. A request for a review of a decision made by a third-party administrator shall initially be made in writing to the third-party administrator within 30 calendar days of the provision of notice of the decision to the employee. A copy of the request for review should also be forwarded to the City's Benefits Manager. Thereafter, the employee may appeal in writing the final decision of the third-party administrator to the City's Benefits Manager within 30 calendar days of the provision of notice of the third-party administrator's final decision. The decision of the Benefits Manager shall be final and not subject to grievance under Article 36.

Article 33: PENSION, DEFERRED COMPENSATION, AND DEATH AND DISABILITY CONTRIBUTION

- A. The City shall contribute eleven percent (11%) of the base salary of sworn police officers and dispatchers in each year of this contract to a 401 Plan managed by the City-designated administrator (Administrator), and the employee shall contribute eight and one-half percent (8.5%) of the employee's base salary to the 401 Plan. The employee will have the choice of investment strategies for the plan as managed and offered by the Administrator.

- B. For Community Service Officers, in each year of this contract, the City shall contribute eight percent (8%) of the employee's base salary to a 401 Plan managed by the Administrator, and the employee shall contribute three percent (3.0%) of the employee's base salary to the 401 Plan. The employee will have the choice of the investment strategies for the Plan as managed and offered by the Administrator.

- C. Employees shall be permitted to participate in the 457(B) deferred compensation plans. Employees shall have the option to contribute a portion of their base salary to the 457(B) plan. Nothing shall prohibit the employee from contributing any amount they desire within federal or other applicable guidelines, for such accounts.
 - 1. The City of Fort Collins will contribute a base of (.4%) in 2025, (.7%) in 2026, and (1.0%) in 2027 of the employee's base salary. In addition, the City will match up to 3% of the employee's base salary, except those in the CSO position, which will be applied to the 457 Deferred Compensation Plan at the employee's discretion, as permitted by the applicable and federal guidelines.

 - 2. A payroll deduction account shall be designated whereby the employee's 457(B) deferred compensation plan contribution is deducted from the employee's paycheck and deposited directly into the employee's 457(B) deferred compensation plan.

- D. The City shall pay the entirety of the state mandated contributions for death and disability coverage pursuant to C.R.S. § 31-31-811(4) for all officers hired on or after January 1, 1997.

- E. The City will provide long-term disability insurance coverage for those sworn officers and communications dispatchers who are no longer eligible for state mandated disability coverage under FPPA and are at least 55 years of age

and have completed 25 years of continuous employment in their respective positions with the City. This coverage shall be pursuant to the terms and conditions of the insurance coverage provided to other classified employees of the City.

**Article 34: POST EMPLOYMENT HEALTH PLAN ~~AND DEFERRED~~
COMPENSATION**

A. Employees shall participate and contribute to a Post Employment Health Plan (PEHP) based on the contribution in Schedule A below. Employees who are members of the National Guard or Reserves of the armed forces and retirees and veterans who have separated from service with permanent medical benefits shall not be eligible to participate in the PEHP plan. Employees must provide evidence of coverage from TRICARE or an equivalent military medical benefit provider. If TRICARE or some equivalent coverage is no longer available to a former employee who was not eligible for the PEHP, they must provide evidence to the City and will then become eligible to participate in the PEHP.

B. The City shall sponsor and contribute to a PEHP plan on behalf of the CBU members (based on years of service in the CBU), to be administered in accordance with Schedule A below. Employees affiliated with the armed services, (as described in Section A, above) who are ineligible for the PEHP shall receive the same contribution amounts described in Schedule A, but they will be applied by the City to their 457(B). Employees will need to request enrollment in the 457(B) plan if not already enrolled. Any applicable payroll taxes will need to be paid by both the employee and employer on these employer 457 plan contributions since the IRS views all 457 plan contributions as employee deferral of income. All applicable IRS regulations, including those about annual contribution limits, will be followed.

~~B. The City shall sponsor and contribute to a PEHP plan on behalf of the BU members based on years of service to the City and as employees of Fort Collins Police Services, based on the contribution in Schedule A below.~~

C. Schedule A

Years of Service	Percent of Contribution (each, Employer and Employee)
0 – 9.99 years of service	1.25% of base salary
10 – 19.99 years of service	1.50% of base salary
20 years of service until retirement	1.75% of base salary

D. Employees shall have the right to invest the contributions how they wish in accordance with applicable guidelines and according to the PEHP’s investment options. A payroll deduction account shall be designated whereby

the contributions are deducted and deposited directly into the employee's PEHP on behalf of the employee in accordance with the applicable guidelines.

E. The City shall pay out an employee's sick leave balance at a rate of 10% of the balance at the end of the leave balance year. The 10% of sick hours left will be added to the employee's PEHP. Ex. An employee ends the year with 80 hours in their sick leave bank. They receive 8 hours (10%) of straight time value deposited into their PEHP.

Employees who are members of the National Guard or Reserves of the Armed Forces and retirees and veterans who have separated from service with permanent medical benefits shall not be eligible to participate in the PEHP plan. The City shall pay out such employees' sick leave balance at a rate of 10% of the balance at the end of the leave balance year into the employee's 457(B) if they have established such account.

~~E. The City shall pay out an employee's sick leave balance at a rate of 10% of the balance at the end of the leave balance year. The 10% of sick hours left will be added to the employee's PEHP. Ex. An employee ends the year with 80 hours in their sick leave bank. They receive 8 hours (10%) of straight time value deposited into their PEHP.~~

F. When employees, eligible to participate the PEHP, pass one of the milestone anniversaries (based upon cumulative service in the CBU) listed in the table below, the City will make a one-time contribution in an employee's PEHP consistent with the amounts in the table immediately below. Similarly, when employees who are not eligible to participate in the PEHP, as described in section A, pass one of the milestone anniversaries (based on cumulative service in the CBU) listed in the table below, the City will make a one-time contribution to a 457(b) account the employee has established, if they have established such account.

These contributions will be made no later than the first pay period after the end of the quarter if the employee is employed on the date of the agency employment milestone anniversary.

~~F. When eligible employees pass one of the milestone anniversaries (based upon cumulative service to FCPS) listed in the table below, the City will make a one-time contribution in an employee's PEHP consistent with the amounts in the table immediately below. This contribution will be made no later than the first pay period after the end of the quarter if the employee is employed on the date of the agency employment milestone anniversary.~~

Agency Employment Milestone Anniversary	One-time PEHP/457(b) Contribution
10 year	\$5,000
15 year	\$7,500

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20 year	\$12,000
25 year	\$15,000

~~G. Additionally, as a one-time "catch-up," for those eligible employees who have already passed one of the milestone anniversaries (based upon cumulative service to FCPS) noted above by December 31, 2021, and are still employed as of that date, the City will make a one-time contribution in the employee's PEHP in the applicable amount in the table below. Such contributions will be made by the end of the first quarter of 2022.~~

Agency Employment Milestone Anniversary passed as of December 31, 2021	"Catch-up" PEHP contribution
10-year	\$5,000
15-year	\$7,500
20-year	\$19,500
25-year	\$34,500

~~H.G.~~ Retired employees who, pursuant to the terms and conditions of the 2019-2021 collective bargaining agreement between the parties, qualified for a four-thousand-dollar (\$4,000) contribution to their retiree health savings will continue to receive those contributions until they turn 65 years of age.

~~I.H.~~ Employees who have not met the eligibility criteria of 55 years and completed 20 years or more of continuous employment, if deemed permanently disabled via FPPA or the City's long-term disability carrier, once separated from employment, shall be eligible to receive a one-time stipend in the amount of fifteen thousand dollars (\$15,000), which will be deposited into the PEHP, offered by the City. Employees who separate from employment for cause as that term is defined in Article 37 or who are not "in good standing" as that term is defined in Fort Collins Police Services Policy Manual, as amended, are not eligible for this benefit.

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~~J. Employees shall be permitted to participate in the 457 deferred compensation plans. Employees shall have the option to contribute a portion of their base salary to the 457 Plan. Nothing shall prohibit the employee from contributing any amount they desire within federal or other applicable guidelines, for such accounts.~~

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~~1. The City of Fort Collins will match up to 3% of the employee's base salary, except those in the GSO position, which will be applied to the 457 Deferred Compensation Plan at the employee's discretion, as permitted by the applicable and federal guidelines.~~

~~2. A payroll deduction account shall be designated whereby the employee's 457 deferred compensation plan contribution is deducted from the employee's paycheck and deposited directly into the employee's 457 deferred compensation plan.~~

Article 35: PROCEDURES FOR ADMINISTRATIVE INVESTIGATIONS

- A. Purpose of an Administrative Investigation. The purpose of an administrative investigation is to determine whether or not any Agency or City rules, regulations, policies, procedures, or training directives have been violated. This provision only sets forth the procedures for administrative investigations. The rights and expectations of employees and City management in matters other than procedure are within the sole and exclusive discretion of City management. Employees should review all departmental and City rules, policies, procedures, and directives for an understanding of the non-procedural aspects of administrative investigations.
- B. Separation Between Administrative and Criminal Investigations. Administrative and Criminal investigations shall be conducted separately and managed by different individuals. The criminal investigator shall not have access to evidence, results, and other information that came from compelled disclosures made by the investigated employee or that were obtained from leads furnished by such disclosures. Additionally, information that is regulated by the Colorado Open Records Act, such as the contents of an employee's personnel file, shall only be released in a manner consistent with that Act.
- C. Authority to Investigate.
 - 1. Except for investigations related to complaints or allegations of harassment, discrimination, or retaliation based on an individual's race, color, religion, national origin or ancestry, sex, age, sexual orientation, pregnancy, physical or mental disability or veteran status, made by a member of the Collective Bargaining Unit about the conduct of another Agency employee (referred to hereafter as "Discrimination Allegations"), the Chief of Police has primary authority to conduct all administrative investigations of Department employees, or cause them to be conducted.
 - 2. Any Discrimination Allegation, that if true, constitutes a violation of City policy will be investigated by a representative of the City Manager's Office assigned to investigate all such allegations or such representative will oversee an investigation.

3. The Chief or City Manager may request and authorize the City's Human Resources Department to conduct an administrative investigation.
4. All supervisors have the authority to conduct administrative investigations when authorized to do so by Policy or by the Chief. The Chief may direct any supervisor to conduct an administrative investigation.

D. Procedures Afforded Employees.

1. An employee who is the subject of an administrative investigation shall be informed in writing, within a reasonable period of time of the complaint being filed, of the existence of the complaint and/or charge which initiated the administrative investigation, except that such disclosure may be withheld until the investigation is completed if the Chief determines that disclosure might jeopardize the investigation.
2. An employee who is the subject of an administrative investigation shall be provided an opportunity to respond to the complaint and/or charge.
3. An employee who is the subject of an administrative investigation shall be assured that the Department will consider the employee's response.
4. An employee complainant and an employee who is the subject of an administrative investigation shall be provided with notice of the determination of the complaint/charge within a reasonable time following the conclusion of the administrative investigation.
5. An employee complainant and an employee who is the subject of an administrative investigation shall be permitted to have one representative of his/her choice present for any interview or procedure required of the employee during the administrative investigation. However, the representative shall not be a witness or the subject or potential subject of the administrative investigation which is being conducted concerning the employee or be involved in either the employee's administrative or criminal investigation or be a supervisor in the chain of command of the employee.

The representative's role shall be restricted to that of an advisor to the employee, and not as a participant in the questioning or investigation. The employee's representative may not interfere with the questioning or investigation. The employee may request the presence of the representative before or during the interview.

6. Administrative investigation interviews of the employee shall be conducted at reasonable hours, unless the seriousness of the

allegation requires immediate action. The duration of the interview of an employee shall be for a reasonable period of time and shall allow for reasonable personal necessities and rest periods. The employee being interviewed shall not be subjected to offensive language or threatened with transfer or discipline.

However, an employee may be advised that failure to cooperate in the investigation, including a refusal to honestly and completely answer relevant questions, could result in discipline up to and including termination of employment. The interviewer shall make no promise or offer of a reward to the employee as an inducement to answer questions. The interview may be audio and/or video tape recorded by the Department.

Upon request, the Department will provide a copy of the tape to the employee without charge. Questions asked of an employee during an interview must be reasonably relevant to the administrative investigation. However, the employee's failure to recognize the relevance of a question shall not be justification for the employee to refuse to answer the question.

7. While the Department will make a reasonable effort under the circumstances to schedule the interview of an employee at a time convenient to the employee's representative if requested, the Department shall establish the time for the interview based primarily on the needs of the investigation and the availability of investigating personnel as determined by the Department.
- E. Levels of Administrative Investigation. Consistent with the terms of this provision, the Chief of Police shall establish an administrative investigative process that encompasses different levels of investigation. Such investigatory levels and the process associated with them shall be as established by Departmental policies and/or Standard Operating Procedures. This process shall be consistent with the disciplinary grievance process set forth in this Agreement.
- F. Administrative Investigation Tools.
1. Administrative investigations will be conducted using all standard investigative methods, procedures, tests, examinations, and tools appropriate and reasonable under the circumstances as determined by the Department. The Department may require an employee under administrative investigation to submit to such methods, procedures, tests, examinations and tools that the investigator deems may yield relevant information or evidence.

Refusal of the employee to submit to such methods, procedures, tests, examinations and tools shall subject the employee to discipline up to and including termination of employment. The employee shall be provided with written advance notice of the disciplinary consequences of refusal.

2. An employee may request an Intoxilyzer, blood, urine, physical or psychological examination, or polygraph examination if the employee believes such would be beneficial to their defense. If the Department believes the results of the test could be relevant to the matter being investigated, the Department will pay for the cost of the test(s). The results of the requested tests may be used in any administrative or criminal investigation.
3. Polygraph examinations for supervisory-initiated or complainant-initiated administrative investigations will not be administered without specific prior approval of the Chief of Police. An employee who is the subject of a complainant-initiated administrative investigation shall not be required to take a polygraph examination unless the complainant has first undergone a polygraph examination and been found to have been truthful as to the material allegations, in the opinion of the examiner. An employee who is the subject of a supervisory-initiated administrative investigation may be required to take a polygraph examination regardless of whether or not any other person has first undergone a polygraph examination. When polygraph examinations are administered, they will be specifically, directly, and narrowly related to the performance of the employee's official duties, and to the issues raised in a specific investigation.
4. Employees may take additional tests or examinations for the purpose of seeking a second opinion. The cost of these tests or examinations shall be borne by the employee.
5. All tests and examinations will be conducted pursuant to any applicable state or federal laws, and any information obtained regarding the medical condition of an employee will be kept confidential in a separate medical file.

G. Employee Review of Administrative Investigation Files.

1. At any time during or after the completion of an administrative investigation, employees shall be provided without charge a copy of their own interview recordings or transcripts and their own statements.
2. Other than as set forth in the preceding paragraph, employees will not have access to any portion of an administrative investigation file

without the written consent of the Chief of Police. The Chief shall provide his written consent if he/she determines that such access is necessary in order to allow the employee to prepare for a scheduled disciplinary hearing, or the Chief otherwise determines that such access is in the best interests of the City.

3. Other than as set forth in paragraph G.1. above and paragraph J below, employees will not have access to any portion of an internal investigation file involving Discrimination Allegations without the written consent of the City Manager. The City Manager may provide his or her written consent if he/she determines that such access is necessary in order to allow the employee to prepare for a scheduled disciplinary hearing, or the City Manager otherwise determines that such access is in the best interests of the City.

H. Constitutional and Statutory Rights Preserved. The administrative investigation procedures set forth in this provision shall not be applied or interpreted to diminish the constitutional or statutory rights of any employee.

I. Any alleged violation of this Article is grievable pursuant to Article 37 (Disciplinary Grievance) and not pursuant to Article 36 (Contract Grievance).

J. Review Procedures for Investigations into Discrimination Allegations

1. At the conclusion of an investigation into Discrimination Allegations as described in paragraph C.2 above, a three-member panel will be convened to conduct a review of the investigation file to determine whether the investigation is sufficient. The three-member panel will use Robert's Rules of Order in conducting their meetings and in making any determinations about whether the investigation is sufficient. The three-member panel may, at its discretion, recommend that further investigation occur.

Upon completion of its review, the three-member panel may concurrently convey any observations or recommendations regarding the Discrimination Allegations investigation and findings reached by the investigator. The results of the three-member panel review will be provided to the City Manager's representative described in paragraph C.2 above.

2. The three-member review panel shall be made up of an employment legal expert retained by the City, a member of the Collective Bargaining Unit with no less than five years of service as an employee of Fort Collins Police Services and a City of Fort Collins management level employee who is not employed by Fort Collins Police Services. The Bargaining Unit member will be selected through a random drawing and must not be a

complaining party, a witness, or investigation subject related to the investigation to be reviewed. Another random drawing is required if the name drawn during the random drawing is a relative of either the complainant or subject employee.

“Relative” is defined the same as in the Fort Collins Police Services policy manual. The Bargaining Unit member who participates on the three-member review panel will be advised in writing of his or her obligation to keep all information obtained during the investigation review confidential at all times.

Article 36: CONTRACT GRIEVANCE

- A. A grievance under this contract grievance provision shall be confined to an alleged violation of any express provision of this Agreement and shall not include any disciplinary or Article 35 (Procedures for Administrative Investigations) matters. A grievance may only be filed for a specific action or inaction of the City. Any employee may discuss any matter with their supervisor without invoking the formal grievance procedure provided in this provision. Likewise, the FOP may discuss any matter with City management without invoking the formal grievance procedure provided in this provision.
- B. The following grievance procedures shall be followed:
1. A grievance must be initiated by either an aggrieved employee or by the FOP on behalf of any one or more individual aggrieved employees. The grievant must reduce the grievance to writing, provide the reason for the grievance, specify the provisions of the Agreement allegedly violated, set forth the facts relied upon to support the grievance, and state the desired disposition of the grievance.
 2. The grievant must provide the written grievance to the Deputy Chief, Assistant Chief, or Director of the employee’s Division, with a copy to the ~~Chief~~ Human Resources ~~Officer~~ Executive and the FOP, within ten (10) business days from the occurrence of the grieved event or from when the grievant should have reasonably learned of the grieved event.
 3. The Deputy Chief, an assistant chief, Director, or their designee shall have ten (10) business days, excluding absences from the usual work site for the Deputy Chief, an assistant chief, Director, or designee, from receipt of the written grievance to issue a written decision to the FOP.
 4. If the grievant is not satisfied with the written decision of the Deputy Chief, an assistant chief, Director, or their designee, the grievant may

appeal the grievance to the Chief of Police. The written appeal, specifically stating the portions of the decision disagreed with and the reasons for the disagreement, must be provided by the grievant to the Chief, with a copy to the ~~Chief~~ Human Resources ~~Officer~~ Executive and the FOP, within ten (10) business days from the date of issuance to the FOP of the Deputy Chief's, an assistant chief's, Director's, or their designee's decision.

5. The Chief of Police, or his/ her designee, shall have ten (10) business days, excluding absences from the usual work site for the Chief or his/her designee, from receipt of the written appeal to issue a written decision to the FOP.
6. If the grievant is not satisfied with the written decision of the Chief of Police, or his/her designee, the grievant may appeal the grievance to arbitration. The written appeal, specifically stating the portions of the decision disagreed with and the reasons for the disagreement, must be provided by the grievant to the ~~Chief~~ Human Resources ~~Officer~~ Executive and the FOP, within ten (10) business days, excluding absences from the usual work site for the employee, from the date of issuance to the FOP of the Chief's or his/her designee's decision.
7. Upon receipt of a timely written appeal, the ~~Chief~~ Human Resources ~~Officer~~ Executive or his/her designee shall attempt to reach an agreement with the grievant as to the selection of a neutral arbitrator to hear and decide the grievance. In the event that the parties are unable to reach an agreement, either the grievant or the City may refer the matter to the Federal Mediation and Conciliation Service ("FMCS") to request a list of seven (7) arbitrators, and the parties shall select the arbitrator alternately striking names from the list until one arbitrator remains, who shall be the arbitrator selected. The finding of the arbitrator shall be final and binding on all parties.
8. The arbitrator shall have the authority to hold meetings and make procedural rules. The arbitrator shall have access to all arbitrated decisions concerning the interpretation and application of this Agreement. The findings of the arbitrator must be consistent with law, including federal and state laws and the City Charter, and the terms of this Agreement. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The fees and necessary expenses of any arbitration, including the arbitrator's fee, but excluding all fees and expenses incurred by either party in the preparation or presentation of its case, shall be borne equally by the City and the FOP.

9. If the grievant fails to comply with any time limit set forth in this provision, the grievance shall be deemed forfeited. If the City fails to comply with any time limit set forth in this provision, the grievance shall be deemed denied as of the last day of the time limit and may be moved to the next step within the time frames set forth in that step. The grievant and the City may agree in writing to extend any time limit set forth in this provision.
 10. Either the grievant or the City may request a certified court reporter to take a stenographic record of the evidence taken at the arbitration hearing. The party requesting a stenographic record shall provide a copy to the arbitrator and pay the cost thereof, except that if the other party shall request a copy of any transcript, the parties shall share equally the entire cost of making the stenographic record.
 11. A grievant, at his/her own cost, may be represented by an FOP official or legal counsel at any step in the grievance process. Likewise, City management may be represented by legal counsel at any step in the grievance process.
- C. The City shall compile a record of all grievances filed pursuant to this provision. The record shall be used by the City to compile an annual report of the outcomes of the grievances. The annual report shall be made available to the FOP and the Management Labor Committee, if any.
- D. The term "business day" means any Monday through Friday that the general offices of the City are open for business.

Article 37: DISCIPLINARY GRIEVANCE

- A. A grievance under this disciplinary grievance provision shall be confined to complaints of disciplinary matters as specified herein and shall not include any matters having to do with alleged violations of any provision of this Agreement, other than Article 35 (Procedures for Administrative Investigations) matters. A grievance may only be filed for a specific action of the City.
- B. Any employee may discuss any matter with their supervisor without invoking the formal grievance procedure provided in this provision. Likewise, the FOP may discuss any matter with City management without invoking the formal grievance procedure provided in this provision.
- C. Only employees who have completed their introductory period of employment with the City shall be entitled to the procedures set forth in this provision. The introductory period is that period of employment from the commencement of

employment for a period of time determined by the City during which an employee is "at will" and employment is at the mutual consent of the employee and the City. Accordingly, either the introductory employee or the City may terminate the employment relationship at any time without cause or notice, and the City may impose discipline at will at any time with or without cause or notice.

However, employees who are promoted and placed on a promotional introductory period shall be subject to the procedures set forth in this provision during the introductory period, but only with respect to their continued employment with the City at their pre-promotion position. Accordingly, during the promotional introductory period, the City may return the employee to his/her former position at any time without cause or notice.

- D. What constitutes cause for discipline is within the sole and exclusive discretion of City management. "Cause" is described in City Personnel Policy and Procedure section 10.1.2. Employees should review all departmental and City rules, policies, procedures, and directives, as well as civil and criminal law, the City Code, and the City Charter for an understanding of some actions or inactions that may bring about the imposition of discipline.
- E. For the purpose of establishing the applicable grievance procedures, disciplinary actions by the City are divided into the following two categories:
1. Major discipline, defined as a disciplinary suspension without pay of thirty (30) hours or more, disciplinary demotion, or termination of employment for a disciplinary reason.
 2. Minor discipline, defined as an oral or written reprimand, disciplinary suspension without pay of less than thirty (30) hours, or failure to promote for a disciplinary reason.
- F. Pre-decision Hearing.
1. Prior to the imposition of major discipline or a disciplinary suspension of less than thirty (30) hours, an employee shall be provided with notice and an opportunity to be heard. The City shall provide the employee with written notice of the pre-decision hearing that contains the following information:
 - a. A description of the performance problem, misconduct, or other reason for the recommended discipline.
 - b. Related background information, such as previous disciplinary actions.

- c. Type of discipline being recommended.
 - d. Date, time, and location of the hearing.
 - e. Notice that the employee may have a member of the FOP or an attorney present at the hearing.
 - f. Signature line for the employee to acknowledge receipt of the notice.
2. Unless waived by the employee, the pre-decision hearing will be held before the Chief of Police or his/her designee. The hearing will provide the employee with the opportunity to be heard and present information concerning the proposed discipline. The employee may, at the employee's expense, have a member of the FOP or an attorney present at the hearing to provide advice and assistance. With the consent of the employee, the FOP may provide whatever information it believes to be relevant to the Chief's decision.

Also, with consent of the employee, an FOP Review Board may provide input to the Chief prior to his/her decision. Such FOP Review Board shall consist of not more than three (3) employees selected by the FOP. The time spent by the FOP Review Board members approved in advance by the Chief shall be paid at straight time by the City and shall not be considered hours worked under the Fair Labor Standards Act for purposes of calculating overtime.

The FOP Review Board must complete its review and submit a written report of its review to the Chief or his/her designee within fourteen (14) calendar days of its receipt of the investigative report from the Chief or his/her designee and its written report shall be provided not less than three (3) business days prior to the pre-decision hearing.

The Chief may have supervisors and an attorney present at the hearing to provide advice and assistance. The City will make a reasonable effort to set the hearing for a date and time convenient to the employee, his/her representative, and if applicable, the FOP. Unless waived by the employee, the FOP, and the City, the hearing will be audio tape recorded.

3. A decision whether to impose major discipline and, if so, what type, will be made within a reasonable time after the hearing. Factors such as the availability of information and the need for further investigation may delay the decision. If the Chief is unable to render a decision within ten (10) business days of the conclusion of the hearing, the Chief shall provide to the employee and the employee's representative a written

explanation for the delay and an estimate as to the date when the decision shall be rendered. The employee and his/her representative shall be provided the decision in writing.

- 4. If the employee waives the hearing, the decision will be based upon the information available to the Chief and the employee's personnel record.

G. Grievance Procedure for Major Discipline.

- 1. A grievance of major discipline must be initiated by the aggrieved employee. The grievant must reduce the grievance to writing and provide the reason for the grievance and the desired disposition of the grievance.
- 2. The grievant must provide the written grievance to the Office of the City Manager with a copy to the ~~Chief~~ Human Resources ~~Executive Officer~~ within fifteen (15) business days after receipt of the written notice of the imposition of major discipline.
- 3. Upon receipt of a timely written grievance, the ~~Chief~~ Human Resources ~~Executive Officer~~ shall schedule a major discipline post-decision hearing with a hearing officer appointed by the City Manager who shall be an attorney licensed to practice law in the State of Colorado and not a City employee. The hearing officer shall not have had any direct involvement in the disciplinary decision. The City will make a reasonable effort to set the hearing for a date and time convenient to the employee and his/her representative. The hearing shall be conducted pursuant to the provisions of policies and procedures adopted by the City Manager.

At the hearing, the hearing officer shall review relevant evidence, including but not limited to written documents and oral testimony, which is offered by the City or the employee. The hearing officer may also ask questions of the parties and witnesses during the hearing. The employee, at his or her expense, may have a member of the FOP or an attorney present at the hearing to provide advice and assistance. With the consent of the employee, and if the FOP is the employee's sole representative during the appeal hearing, the FOP shall be permitted the opportunity to provide the hearing officer with relevant information and closing argument prior to the hearing officer rendering a decision.

- 4. After the hearing, the hearing officer shall issue written findings in accordance with policies and procedures adopted by the City Manager. The City Manager or his/her designee shall review the hearing officer's

findings and make the final decision regarding cause and level of discipline. This decision shall be final for purposes of judicial review. The Chief Human Resources [Executive Officer](#) will forward a copy of the hearing officer's findings and the City Manager's decision to the Chief of Police and the City Attorney's Office and may also provide copies to other involved supervisory staff.

H. Grievance Procedure for Minor Discipline.

1. A grievance of minor discipline must be initiated by the aggrieved employee. The grievant must reduce the grievance to writing and provide the reason for the grievance and the desired disposition of the grievance.
2. The grievant must provide the written grievance to the Deputy Chief, an assistant chief, Director, or their designee, with a copy to the Chief Human Resources [Executive Officer](#) within ten (10) business days after receipt of the written notice of the imposition of minor discipline.
3. The Deputy Chief, an assistant chief, Director, or their designee shall endeavor to produce a written decision within ten (10) business days from receipt of the written grievance. With the consent of the employee, the FOP shall be permitted the opportunity to provide information to the Deputy Chief, an assistant chief, Director, or their designee prior to the rendering of a decision. Factors such as the availability of information, the need for further investigation, the desire to meet with the grievant, and the desire to have other supervisors in the chain of command review the grievance may delay the decision.

If the Deputy Chief, an assistant chief, Director, or their designee is unable to render a decision within the ten (10) business days, the Deputy Chief, an assistant chief, Director, or their designee shall provide to the employee and the employee's representative a written explanation for the delay and an estimate as to the date when the decision shall be rendered.

4. If the grievant is not satisfied with the written decision of the Deputy Chief, an assistant chief, Director, or their designee, the grievant may appeal the grievance to the Chief of Police or his/her designee. The written appeal stating the reasons for dissatisfaction must be provided by the grievant to the Chief, with a copy to the Chief Human Resources [Executive Officer](#), within ten (10) business days from the date of issuance to the grievant or FOP, as applicable, of the Deputy Chief's, an assistant chief's, Director's, or their designee's decision.

5. The Chief of Police shall endeavor to produce a written decision within ten (10) business days from receipt of the written grievance. With the consent of the employee, the FOP shall be permitted the opportunity to provide information to the Chief or his/her designee prior to the rendering of a decision. Factors such as the availability of information, the need for further investigation, the desire to meet with the grievant, and the desire to have other supervisors in the chain of command review the grievance may delay the decision.

If the Chief is unable to render a decision within the ten (10) business days, the Chief or his/her designee shall provide to the employee and the employee's representative a written explanation for the delay and an estimate as to the date when the decision shall be rendered. The decision of the Chief or his/her designee shall be final and binding and no further appeal shall be permitted.

I. Procedures Applicable to All Major and Minor Disciplinary Grievances.

1. If the grievant fails to comply with any time limit set forth in this provision, the grievance shall be deemed forfeited. If the City fails to comply with any time limit set forth in this provision, the grievance shall be deemed denied as of the last day of the time limit and may be moved to the next step within the time frames set forth in that step. The grievant and the City may agree in writing to extend any time limit set forth in this provision.
2. A grievant may be represented by an FOP official or legal counsel, at the employee's expense, at any step in the grievance process. Likewise, City management may be represented by legal counsel at any step in the grievance process. However, a specific FOP official cannot be involved in the grievance process if such official is a witness to the matter being grieved.
3. If any City decision-maker in the grievance process is directly involved as a witness in establishing the facts of a relevant event, that City decision-maker shall appoint a designee to fulfill that decision-maker's role. In the alternative, the decision-maker may direct the grievance process to proceed to the next level of review.
4. The term "business day" means any Monday through Friday that the general offices of the City are open for business.

- J. This Article entitled "Disciplinary Grievance" is the sole method for grieving disciplinary actions. Nothing under this Article shall be subject to the provisions of the previous Article entitled "Contract Grievance," including the arbitration provisions thereof.

K. Procedures Applicable to Minor or Major Discipline Resulting from Discrimination Allegations Investigation

1. After the three-member panel review described in Article 35. J, a supervisor recommending any minor or major discipline based on the results of a Discrimination Allegations investigation will consult with a representative of the City Manager referred to in Article 35. C regarding the appropriate level of disciplinary action. Such supervisor retains full authority to recommend any level of disciplinary action he or she deems appropriate.
2. If the Chief of Police receives a recommendation for minor or major discipline as the result of a Discrimination Allegation investigation, the Chief of Police will consult with a representative of the City Manager referred to in Article 35. C regarding the appropriate level of disciplinary action. The Chief of Police retains full authority to decide any level of disciplinary action he or she deems appropriate.
3. No supervisor who has been identified as the subject of a Discrimination Allegations investigation will be permitted to participate in reviewing recommended disciplinary action for the complainant until the Discrimination Allegation investigation is complete and resulting disciplinary action, if any, is final.

Article 38: FURLOUGHS AND LAYOFFS

- A. When the City determines, in its sole discretion, that a furlough is warranted because of budgetary reasons or service prioritizations, the City will consult with representatives of the FOP through the Labor/Management committee prior to determining the process by which the furlough will be implemented.
- B. Situations may occur when the City determines, in its sole discretion, that a reduction or change in the work force is warranted because of lack of work, budgetary reasons, staff reduction, or reorganization which result in the dismissal of one or more employees. The following provisions apply to such terminations.
- C. Layoffs will be decided on the basis of seniority within each of the following career lines: Sworn officers, Community Service Officers, and Dispatch employees. The least senior, based on seniority and regardless of rank, in a

career line will be laid off until the target reduction, as set by management, is met.

- D. Employees whose positions are eliminated or who are notified that they will be terminated may apply for any open positions within the City, either before or after their separation from employment.
- E. A random drawing will be used to identify which employees with identical seniority within a career line will be subject to the layoff.
- F. Prior to any layoff, the City shall announce the intended positions to layoff, and any employee may choose to voluntarily leave or retire, if eligible, in order to reduce the number of employees to be laid off.
- G. Recall from layoff shall be in reverse order of layoff with the last employee displaced within a career line to be the first employee recalled to work within the applicable career line of Sworn officers, Community Service Officers, and Dispatch. Eligibility for recall expires one (1) year from the date of the layoff. Notice of recall shall be by certified mail sent to the employee's address on file in the Human Resources Department. The employee shall have 10 days to report back to work unless a reason, satisfactory to the City, is given during that 10-day period. An employee who fails to respond to the recall or who declines the recall will no longer be eligible for recall. In order to be eligible for re-employment, the recalled employee must continue to be minimally qualified for the position that he or she vacated.

Article 39: FITNESS TESTING

- A. The Physical Fitness Team will be responsible for scheduling and administering voluntary physical fitness assessment tests twice a year at about six-month intervals. The purposes of the tests are to provide employees with information on their levels of fitness and to serve as an incentive to develop good fitness. Fitness test procedures and equipment must be approved by the Chief of Police or his/her designee and individual test sheets will be maintained in a locked file cabinet in the work out facility. Awards will be granted based on participation and performance.
- B. The Fitness Team will be responsible for the specifics of the testing process under the following procedures.
 - 1. Each employee may earn up to a maximum of 20 hours of Award Time per test, based on their participation and overall performance. In addition, the Department may provide other incentives or award times as recommended by the Fitness Team. Employees may accrue an unlimited amount of award time; however, award time earned under

this program is not in any way convertible to cash payment at any time, except as provided in Article 44 (Payment of Benefits Upon Separation or Death).

2. Fitness instructors will conduct physical fitness assessments to determine an employee's ability to participate in the process and instructors have the authority to refuse an employee's participation or postpone the test if there is an indication that the employee is ill, injured, or not physically able to participate.
3. Should an employee be injured during the testing process, they shall cease testing and notify the instructor at once. Medical attention should be sought, if needed and appropriate reports completed.
4. Employees may test during regular work hours if scheduling permits or may be granted flex time if they test during non-work hours.
5. In fairness to all employees, the tests must be completed during the time frame specified in the announcement of the tests in order to be eligible for awards. Employees who are required to test because of a job assignment, but who cannot complete the testing during the specified time frame, may complete the test at a later date, but will not receive incentive awards.
6. Part-time employees may participate in the program with the awards being adjusted accordingly.
7. Employees will be notified of their results as well as any awards earned. Files of the results will be retained for employee information, instructor's program evaluation, and for the Department to gather generalized statistical information.

Article 40: EMPLOYEE ASSISTANCE PROGRAM

The City will provide an Employee Assistance Program to employees. The Program will include up to eight (8) counseling visits that will be without cost to the employee.

Article 41: SENIORITY

A. Basis for Calculating Seniority.

1. Department Seniority: Every employee shall have a seniority rank commensurate with the amount of time they have been continuously employed by the Police Department.

2. Job Seniority: Employees who are promoted to Community Service Officer (CSO) Supervisor, Sergeant, Lieutenant, or Dispatch Supervisor shall have Job Seniority within that specific position. Job Seniority begins anew every time an employee is promoted.
3. Team/Unit Seniority: Employees shall have Team/Unit Seniority when assigned to a specialized work team/unit. Team/Unit Seniority begins anew every time an employee is assigned to a new specialized work team/unit.

B. Shift Assignments.

1. The time, place, and manner of shift bidding will be established at the discretion of the Department.
2. Seniority shall be the sole factor in assigning shifts as set forth below unless the Chief of Police or his/her designee determines that the needs of the Department make it necessary to assign an employee or group of employees to a shift regardless of seniority.
 - a. Patrol Officers and Community Service Officers shall bid for work shift assignments based on seniority calculated as the length of time they have been continuously employed in their position at the Police Department.
 - b. Dispatcher IIIs/Call-takers (Skill levels I through III) and Radio Dispatchers (Skill levels IV through VI) are classified as two different positions for the purpose of establishing seniority. During shift bid, each position has designated shifts available for bidding. Employees will bid for their shift based on their seniority within their respective position.
 - i. Radio Dispatchers will bid first on shifts in order of the length of time an employee has been continuously employed in a Radio Dispatcher position.
 - ii. Then, Dispatcher IIIs will bid for shifts in order of the length of time each has been continuously employed in a Dispatcher III/Call-taker position.
 - c. CSO Supervisors, Patrol Sergeants, and Communications Supervisors shall bid for work shift assignments based on Job Seniority.
 - d. Lieutenants and the Communications Manager shall be assigned to a shift or other duty position by their Deputy/Assistant Chief or Director based on the needs and best interests of the Division they are assigned to.

- e. At the current time, ~~teams-units~~ within the Criminal Investigations Division do not have multiple shifts. If a Detective ~~team-unit~~ is assigned to multiple shifts, the Detectives within that ~~team-unit~~ shall bid for work shift assignments based on Team Seniority.
 - f. Corporals in the Extended Duty Assignment shall bid a shift, from a list of available shifts provided by the Deputy Chief or Assistant Chief of the affected Division, or his/her designee, based on seniority from their selection date as a Corporal and their continuous service in that Division.
 - g. If implemented, Senior-Lead Dispatchers shall bid a shift, from a list of available shifts provided by the Director, or their designee, based on seniority from their selection date and continuous service as a Senior-Lead Dispatcher.
3. Employees who fail to participate in the shift bidding process will lose their seniority factor in determining shift assignment and shall be placed on a shift as determined by management.
 4. Patrol employees shall be permitted to trade shifts with other Patrol officers of like role/rank provided all of the officers between the Patrol employees who are trading shifts agree to the trade.
 - a. The Chief of Police, or his/her designee, may deny such a trade if it is not in the best interest of the department, if there is a need for an employee to remain on a specific shift for consistency in supervision or as a result of a disciplinary action.

C. Vacation Leave.

1. The time, place, and manner of vacation leave bidding and minimum staffing requirements will be established at the discretion of the Department.
 - a. ~~Patrol~~ Officers, Corporals, and Community Service Officers in the Patrol Division will bid for vacations based on seniority as calculated in the Shift Assignments section of this Article. Patrol Officers, Corporals, and CSOs may bid for one continuous primary vacation period up to his/her current annual accrual rate for the entire bid period.

Patrol Officers, Corporals, and CSOs will also have the option to bid a secondary vacation as long as the total amount of time for

both the primary and secondary vacations does not exceed the officer's anticipated accrued vacation total at the time the leave commences. The secondary vacation bid will not be finalized until all the bids for the primary vacation period have been implemented.

- b. The Communications Manager, Lieutenants, and Sergeants will schedule their vacations with the approval of their supervisors. Officers/Detectives assigned to special units will also schedule vacations with the approval of their sergeants.
- c. Dispatchers and Communications Supervisors shall bid vacation leave periods based on seniority as calculated in the Shift Assignments section of this Article. Dispatchers and Communications Supervisors will be allowed to bid a maximum of 80 hours of vacation during the first round of vacation bid. The vacation time can be in one or two block increments.

A maximum of two Dispatchers will be allowed to bid off per day, unless an exception to this rule is approved by the Communications Manager. Following the first round, those employees with more than 80 hours of anticipated accrued vacation as of the date the vacation would commence can choose to bid additional vacation time.

- 2. The Chief of Police or his/her designee may deny a vacation bid period for employees based on the needs of the Department regardless of seniority.
 - 3. Employees who fail to participate in the vacation leave bidding process will lose their seniority factor in determining vacation leave approval and shall only be permitted to take vacation leave as staffing level requirements and the needs of the Department permit.
 - 4. Employee requests for the use of vacation leave at times other than those obtained by bidding shall only be granted as staffing level requirements and the needs of the Department permit.
 - 5. For shift employees, no request for vacation leave shall be made for a date beyond the schedule end date.
- D. Patrol Officers will bid for area assignments based on seniority as calculated in the Shift Assignments section of this Article. However, management reserves the right to use other business-related factors, such as the needs of the Department, specific skills of an employee or the need for supervision of an employee when making duty and area assignments.

- E. Depending on the assignment of an employee, Department, Job, or Team Seniority may be used to select employees for training, to determine vehicle assignments or when issuing new equipment to employees.
- F. School Resource Officers will bid for department mandated summer duty assignments based on seniority calculated as the length of time the officer has been continuously assigned as a School Resource Officer.

Article 42: NO STRIKES/ LOCKOUTS

- A. Neither the bargaining agent, nor the police employees, nor any person acting with them will cause, sanction, or take part in any withholding of services to the City by means of a strike, walkout, sit down, slowdown, stoppage of work, abnormal absenteeism, or other method. Therefore, all such actions are expressly prohibited.
- B. The Bargaining Unit shall not strike, slow down, or cause a work disruption in regard to employment issues. In addition, the City shall not lockout members unless the layoff process has been initiated.

Article 43: LINE OF DUTY DEATH

- A. When an employee is killed in the line of duty or dies from injuries sustained in the line of duty, the City shall be responsible for the actual funeral, burial, or cremation expenses incurred by the survivors up to a maximum of ten thousand dollars (\$10,000.00), less funeral, burial, or cremation payments received under the Worker's Compensation Program.
- B. The City shall permit the deceased employee's spouse, civil union partner, and/or dependents to continue his or her medical and dental insurance coverages with the City for a period of 24 months after the employee's line of duty death and all medical and dental insurance premiums for such coverages will be paid by the City. The terms and conditions of the medical and dental plans, such as co-pays and deductibles, shall be binding on the surviving spouse/ civil union partner. This coverage shall terminate on the last day of the month when the surviving spouse/ civil union partner remarries, or after 24 months of coverage, whichever occurs earlier.

Article 44: PAYMENT OF BENEFITS UPON SEPARATION OR DEATH

- A. All earned wages due an employee upon retirement shall be paid to the employee. Any employee may wish to place their final vacation leave accrual

due to the employee into their 457 Deferred Compensation Plan account as designated by the employee or their beneficiary as permitted by the federal and applicable guidelines for such accounts.

- B. Employees are unable to extend their last day worked, which includes retirement date, with accrued leave balances (i.e. Vacation, sick, or compensatory time). Any employee who dies while in the employment of the City shall have all earned wages and compensatory leave and vacation leave paid to either their spouse, civil union partner or beneficiary. Every employee shall be given the opportunity to use their accumulated Award Time once they have a written retirement date. The City will make every reasonable effort to allow employees with a written retirement date to use accrued Award Time prior to their retirement date. The spouse, civil union partner or beneficiary may also elect to have the vacation leave balance placed into the deceased member's 457 Deferred Compensation Plan account as designated by the employee or their beneficiary as permitted by the applicable and federal guidelines.

Article 45: UNIFORM PIN

Members of the Bargaining Unit shall be allowed to wear on the department uniform a designated pin of the Bargaining Unit (FOP) while on duty. The pin must be uniform in design and professional in appearance and match other uniform accessories. The cost of the pin shall be paid by the member. The pin must be approved by the Department's Uniform Committee, Executive Staff and comply with any FCPS uniform policies and SOPs.

Article 46: UNIFORMS AND EQUIPMENT

- A. The City shall furnish uniforms and equipment to all Sworn officers and Community Service Officers required in the functioning of their duties, as determined by the Chief of Police or his/her designee. The City provided uniforms and equipment shall include:
1. Four (4) trousers;
 2. Four (4) short sleeve shirts;
 3. Four (4) long sleeve shirts;
 4. One (1) Level 2 or 3A ballistic vest chosen by the Department and the cost paid by the City. Of those choices, the ballistic rating of the vest will be selected by the officer.

5. Other equipment as deemed necessary by the Chief or his/her designee.
- B. The City shall not provide underwear, socks, or other equipment not specifically listed above.
- C. When uniforms or equipment are worn beyond use, or to a condition where they present a poor appearance, the employee's supervisor will check them out and a uniform requisition will be submitted as needed.
- D. The City shall reimburse Sworn officers/supervisors and Community Service Officers/supervisors for the cost of work-related footwear duty boots, not to exceed \$160 in 2025 every two (2) years. A receipt acceptable to the Department shall be provided at the time reimbursement is submitted.

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1. However, an employee can opt to be reimbursed once every two years for double that year's allotment rather than any one-year allotment.

2. In every year following 2025, the amount of reimbursement will be increased by the change in the Consumer Price Index in the preceding year. This will be determined as part of the salary-setting process as described in Article 8.

- E. The ballistic vest shall be replaced at five-year intervals. The cost shall be paid by the City for a Level 2 or 3A vest approved by the Department and selected by the officer. If the ballistic vest panels or carrier are damaged (not due to negligence by the employee and as verified by their supervisor), they shall be replaced with like items at the Department's expense.
- ~~The ballistic vest shall be replaced at five-year intervals. If the ballistic vest panels are damaged, they shall be replaced with a Level 2 or 3A vest chosen by the Department. The cost shall be paid by the City for a vest approved by the Department and selected by the officer.~~

Article 47: COMMUNICATIONS APPAREL

- A. Communications employees shall wear appropriate clothing that is clean, neatly pressed, not frayed, without holes, in good condition and appropriately fitting. Attire must be appropriate for professional working environment as defined by the Communications Manager.
- B. Such clothing shall include jeans, if the clothing otherwise meets the above criteria. Shorts shall not be permitted. T-shirts or sweatshirts may be permitted for a specific event, as authorized by the Communications Manager.

Article 48: SCHEDULING

- A. The department shall have the right to establish minimum coverage days and hours of work. Shifts for Bargaining Unit members may be comprised of eight (8), ten (10), or twelve (12) hour shifts within the work period. Shift schedules shall occur on consecutive days with no break in days once the schedule has started.

- B. As shift activity permits, Patrol and Dispatch employees working at least 8 hours may receive seven (7) minutes of break time per hour worked, to be used in that single shift. Those employees may, as shift activity permits, use fifty-six (56) minutes for a meal break and may combine it with the balance in that single shift (not to exceed eighty-four [84] minutes at one time) if approved by the supervisor working at the time. Also as shift activity permits, Patrol and Dispatch employees working at least six (6) hours, but less than eight (8) hours, may receive fifteen (15) minutes of break time to be used in that single shift.

Community Services Officers, CSO Supervisors, Police Officers, Sergeants, and Lieutenants assigned to a patrol shift, and Dispatchers, Senior Dispatchers (if implemented), and Communications Supervisors, who are required to be available for duty during breaks or meal breaks shall have their meal break and breaks paid for as a part of the normally worked schedule.

- C. Other Bargaining Unit members shall have one (1) unpaid meal break consisting of sixty (60) minutes, and two (2) paid general breaks consisting of fifteen (15) minutes each. The two general breaks may be combined into one break of thirty (30) minutes.

- D. Management shall have flexibility in scheduling hours of work where necessary to the carrying out of the department's work assignments and purposes. Exceptions to this section may be made by management in order to establish minimum coverage, hours of work, emergencies, or to meet the needs of the department.

Article 49: PROMOTION PROCEDURES

- A. This provision outlines the procedures to be used in the promotion of qualified employees to supervisory positions as vacancies occur. This provision shall not be applicable to temporary acting assignments. City management reserves the right to establish and determine the qualities, work history, experience, and skills sought for promotion of employees as well as the need and timing of the promotional process. [Employees are not eligible for promotion for two years to the day from the date of their successful completion of major discipline.](#)

B. Sergeant, Lieutenant, CSO and Communications Supervisor, and Communications Manager Promotion Procedures. The following procedures shall be utilized in the promotional process to the rank of Sergeant, Lieutenant, Community Service Officer and Communications Supervisors, and Communications Manager:

1. Per State statute, all openings of vacant CBU positions the City elects to fill will be posted internally to all City employees. All applicants shall be required to complete a professional history evaluation, intended to measure the applicant's existing supervisory skills, experience, training, and education. Prior to scoring the completed evaluations, the City will establish a minimum score requirement that will permit applicants to move on to the next step in the process.
2. Remaining applicants shall be required to complete an assessment center made of components that have been reviewed by a third party (eg. the City's Human Resources department) which will ensure those components are relevant and objectively fair and reasonable for the position in question. The assessment center may include various interview boards, presentations, and role play scenarios. The FOP shall be given the opportunity to designate a qualified employee representative, acceptable to the City, to participate in every segment of the assessment center that utilizes an Agency employee to evaluate the performance of an applicant.
3. The applicant's score from the professional history evaluation shall be combined with his/her score from the assessment center. The City will establish a minimum score requirement that will permit applicants to move on to the next step in the process.
4. The remaining pool of applicants shall be required to interview with the Chief of Police and the Executive Staff. The Chief may conduct and/or direct others to conduct follow-up interviews with the applicants. Interviewers shall provide input to the Chief. At his/her sole discretion, the Chief may promote an applicant from the pool, retain an applicant in the pool without promoting, or remove an applicant from the pool. Those applicants remaining in the pool shall remain eligible for promotion for a period of time to be determined by the Chief but shall not exceed two years from the scoring of the assessment center.

Article 50: EDUCATIONAL REIMBURSEMENT

- A. In order to encourage professional development and improvement of job skills, the City will reimburse employees for tuition costs incurred in

connection with course work at an accredited college or university under the terms of this Article. The course must be directly related to the employee's:

1. current position,
 2. ability to advance within a career path within the department, or
 3. effort to finish or complete a degree program directly related to the employee's current position or a career path within the department.
- B. The reimbursement shall apply to tuition, books, and fees and must be documented by the employee.
- C. Before an employee is eligible to receive reimbursement of the tuition cost, the employee must provide a transcript or other documentation as required by the department that the employee satisfactorily completed the course. Employees must receive a "C" or better to receive reimbursement or "pass" in a pass/fail system. Such documentation must be provided within three months after the course concludes. The time spent attending class shall not be considered paid time.
- D. The annual (calendar year) amount for reimbursement shall not exceed \$1,000 per eligible member, except as provided in paragraph E below.
- E. The City shall distribute any and all unspent money from the department's annual educational reimbursement budget to those employees who, after receiving the maximum \$1,000 reimbursement, still have eligible educational expenses remaining. Such distribution shall be made equally among all qualifying employees. Additionally, the City may temporarily or permanently increase the amount for reimbursement per member at the discretion of the Chief of Police pursuant to a written memo authorizing such increase.

Article 51: DAYLIGHT SAVINGS TIME

When members of the Bargaining Unit are required to work an extra hour of time due to daylight savings time change, the employee shall be compensated at the overtime rate for the extra hour worked. When an employee works a nine (9) hour shift due to daylight savings time changes, they shall be considered as having worked a full ten-hour shift.

Article 52: BARGAINING UNIT MEMBER INFORMATION

The City shall provide to the FOP upon execution by the affected employee of a written authorization the biographical information retained by the City on that

employee. The FOP agrees not to disclose this information to any outside person or entity.

Article 53: SEVERABILITY

If any provision of this Agreement is subsequently declared by a court of competent jurisdiction to be unlawful or invalid, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Article 54: TRAINING AND TRAVEL

- A. Only training which is required or authorized in writing by the Agency is compensable.
- B. Unless otherwise authorized by the Deputy Chief, an assistant chief, Director, or Chief of Police, time spent while off duty attending training facilities and academic classes is not compensable if attendance at the facility is not required. This applies even when the Agency pays for all or part of the training, or if the classes or training sessions in question may incidentally improve the employee's work performance or prepare the employee for advancement.
- C. Commuting to and from work each day to your designated workplace is not considered time worked.
- D. When a non-exempt employee travels out of town on City business for a one-day assignment, all the time spent traveling must be recorded as time worked, except mealtimes and any time spent in driving or as a passenger from home to the usual place of employment, a point of public conveyance, or a vehicle pooling point.
- E. When a non-exempt employee travels out of town on City business for an overnight trip assignment, all the time spent traveling, whether as driver or passenger, during normal work hours must be recorded as time worked, except mealtimes. Once the employee reaches his or her destination (such as a hotel), the time is no longer considered working time unless the employee is actually working on City business.
- F. Fort Collins Police Services employees are subject to callout of various specialty assignments outside of their assigned work hours. Once called out for their specialty assignment, all time spent by non-exempt employees traveling, whether as a driver or passenger, to and from their residence [within ~~45~~ 20-mile radius of the intersection of Mulberry Street and South College Avenue, or within the Urban Growth Area (UGA)] must be recorded

as time worked. If responding to the callout from beyond those boundary limits, a supervisor's approval must be obtained for any time a non-exempt employee would spend to travel outside of the 4.520-mile radius from the intersection of Mulberry Street and South College Avenue or the Urban Growth Area.

Article 55: DISTRIBUTION OF THE AGREEMENT

The City shall provide a copy of the Agreement in *Microsoft Word* to the FOP within five (5) business days of ratification. The FOP will distribute electronic copies of the Agreement to the Bargaining Unit members and provide printed copies when deemed necessary.

Article 56: RANK DIFFERENTIAL

Employees assigned as an acting Supervisor shall be compensated at the rate of nine (9) minutes of straight time compensation for each sixty (60) minutes they serve in an acting Supervisor capacity. This rank differential compensation may be paid in money or compensatory time at the employee's discretion. The total compensation time (if not in six (6) minute interval) shall be rounded up to the next six (6) minute interval.

Article 57: LABOR MANAGEMENT COMMITTEE

1. The City and FOP agree to set up a Labor Management Committee which shall consist of three representatives appointed by the FOP President and three representatives appointed by the Chief of Police.
2. The Committee shall discuss:
 - (1) Implementation and general administration of this Agreement;
 - (2) Safety issues;
 - (3) Training;
 - (4) Issues that the parties have mutually agreed upon for discussion.
3. The Committee shall meet quarterly; the time and schedule for such meetings shall be set by the Chief of Police or designee after consultation with the FOP President. Either party may request additional meetings as needed. Additional meetings will occur at the time and place mutually agreed upon by the Chief's designee and the FOP President, or his/her designee.
4. It is expressly understood and agreed that meetings shall be exclusive of the grievance procedure. Grievances that are being processed under the

grievance procedure of this Agreement shall not be considered by the Labor Management Committee, nor shall the meetings involve any negotiations for the purpose of altering any or all of the terms of this Agreement.

5. The Chief, at his sole discretion, may approve pay for the time Committee Members spend attending Labor Management Committee meetings. Any such time shall not count as time worked for overtime purposes.

Article 58: EMERGENCY PAY

Whenever the City of Fort Collins declares a City close-down as a result of inclement weather or other emergencies and the City excuses non-essential employees who were scheduled to work from work with pay during the close-down, members of the bargaining unit who were required to report for work and do so, shall receive paid time off in an amount equal to the number of hours they worked during such City close-down. Such time off shall be in addition to the employee's regular pay but shall not count toward any calculation of overtime.

Article 59: COMPLIANCE

The City has not appropriated funds in the current fiscal year to meet the obligations of this Agreement in subsequent fiscal years. This Agreement shall terminate at the end of the City's current fiscal year, or at the end of any subsequent fiscal year for the following fiscal year, if the City does not, prior to the end of the current fiscal year or subsequent fiscal year, appropriate funds for the subsequent fiscal year or following years of the Agreement. The parties acknowledge that the City has made no promise to continue to appropriate funds beyond the current fiscal year.

Article 60: DEFINITIONS

As used in this contract, the following terms shall, unless the context requires a different interpretation, have the following meanings:

- A. "City" or "employer" or "management" means the City of Fort Collins, Colorado.
- B. "Agency" or "department" means Fort Collins Police Services.
- C. "Bargaining Unit" or "employees" means all full-time sworn police officers maintaining the rank of Lieutenant and below of the Police Department of the City of Fort Collins, and Community Service Officers and Communications personnel of the Police Department equivalent to the rank of Lieutenant or below.

- D. "Officer" means a full-time sworn police officer maintaining the rank of Lieutenant and below of the Police Department of the City of Fort Collins, excluding Community Service Officers.
- E. "FOP" or "Fraternal Order of Police" or "bargaining agent" means the Northern Colorado Lodge 3, Colorado Fraternal Order of Police.
- F. "In the line of duty" means in active service as the direct and proximate result of a personal injury sustained while performing official duties as an employee.
- G. "Lock-out" means denying employees the ability to work because of a labor dispute and does not include discipline, leaves of absence, or unpaid leave when paid leave is not available.
- H. "Agreement" or "contract" means this document entitled:
"COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FORT COLLINS, COLORADO AND THE NORTHERN COLORADO LODGE #3, COLORADO FRATERNAL ORDER OF POLICE JANUARY 1, 2025 – DECEMBER 31, 2027."
- I. "Leave Benefit Year" means that period beginning on the next day following the end of the last pay period within a calendar year and ending on the last day of the last pay period paid within a calendar year. For example, the last pay period of 2017 that was paid to employees within 2017 ended on December 17, 2017. Therefore, the Leave Benefit Year for 2018 began on December 18, 2017.

Article 61: SIGNATURES

This Agreement is executed this ____ day of December, 2024 by:

CITY OF FORT COLLINS, COLORADO

ATTEST:

By: _____

<p>Kelly DiMartino City Manager</p>	<p><u>Delynn Coldiron</u> City Clerk</p>
---	--

Approved as to form:

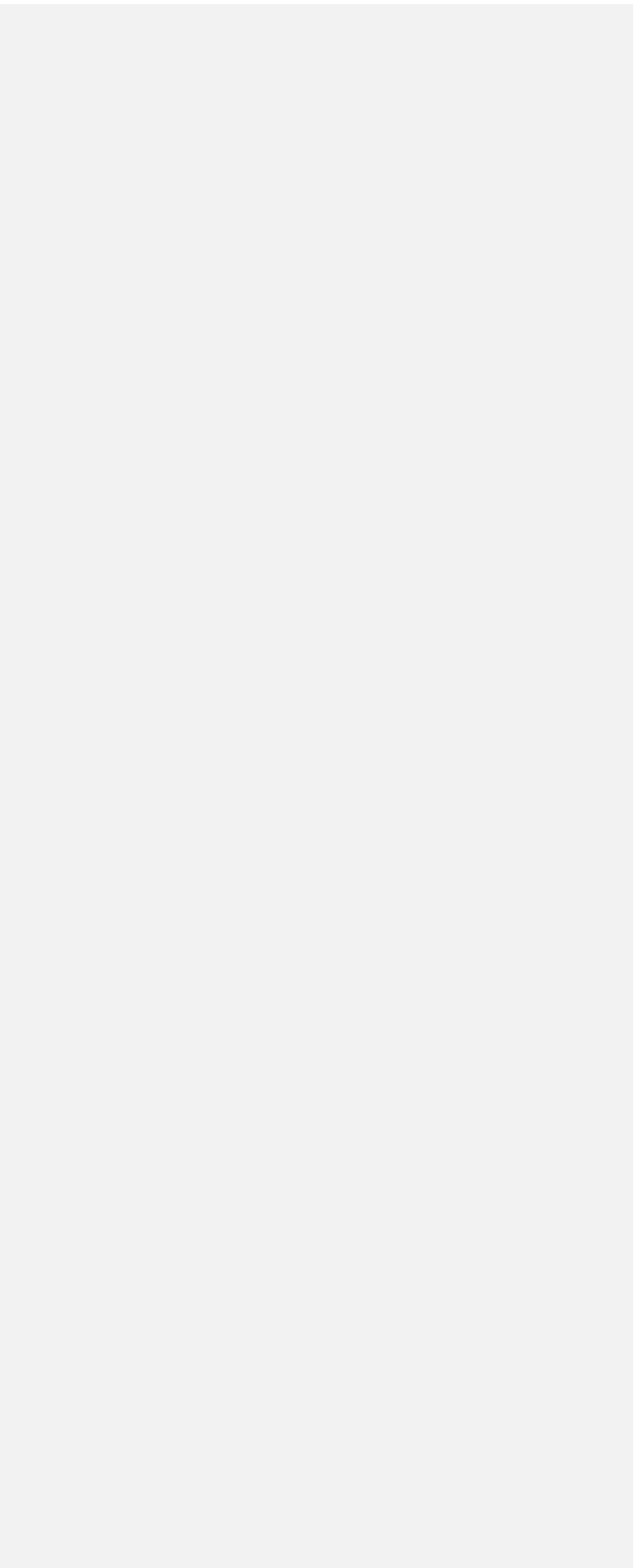
City Attorney's Office

**THE NORTHERN COLORADO LODGE #3,
COLORADO FRATERNAL ORDER OF POLICE**

By: _____
President

ATTEST:

Secretary



2025-2027 Collective Bargaining Agreement

Tyler Marr

Deputy City Manager



- Current bargaining agreement expires end of year
- Bargaining commenced in summer, 2024
- Tentative contract is for three years (through 2027)
- FOP members will be voting to ratify by December 2





- Fostering and preserving public trust and ensuring community safety
- Keeping Bargaining Unit (BU) members at a competitive position in the Front Range market for total compensation
- Employee safety and well-being
- Consistency of policies and benefits with other city employees as compared to other City employees, recognizing the unique characteristics of police work
- Good stewardship of resources

Summary of Significant Changes from Previous Contract

- Added amendments to clarify Memo of Understanding clarity and provide for future Amendment options.
- Doubled time for Field Training Officer and Communications Training Officer compensation.
- Military leave has been increased from 120 to 300 hours, and accruals/seniority while deployed/training have been extended
 - This change is being made Citywide.
- Market competitive increases to City contribution for 457. Total base contribution to the account will be:

2025	0.4%
2026	0.7%
2027	1.0%





- Inflationary increases for clothing and boot allowances.
- Doubled Compensation Time maximum carry-over balance to 240 hours.
- Expanded use of Worked Holiday to all CBU members with supervisor approval.

- Changes across the life of the contract represent a maximum cost increase of \$710,000.
- Majority of that is represented in the increase to retirement contributions (\$608k)





Thank you!

File Attachments for Item:

20. First Reading of Ordinance No. 187, 2024, Amending Section 2-596 of the Code of the City of Fort Collins and Setting the Salary of the City Manager.

The purpose of this item is to amend City Code to establish the 2025 salary of the City Manager. Council met in executive session on November 26, 2024, to conduct the performance review of Kelly DiMartino, City Manager, and to consider the salary market analysis for this position.

December 3, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Teresa Roche, Human Resources Executive

SUBJECT

First Reading of Ordinance No. 187, 2024, Amending Section 2-596 of the Code of the City of Fort Collins and Setting the Salary of the City Manager.

EXECUTIVE SUMMARY

The purpose of this item is to amend City Code to establish the 2025 salary of the City Manager. Council met in executive session on November 26, 2024, to conduct the performance review of Kelly DiMartino, City Manager, and to consider the salary market analysis for this position.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

Council is committed to compensating employees in a manner which is market based, competitive and based on performance. The goal as an employer is to attract, retain, engage, develop and reward a diverse and competitive workforce to meet the needs of the community now and in the future.

The 2024 salary for the City Manager was \$314,987.

Based on the market analysis for this position and guided by the City's compensation principles and Council's discussion during recent performance review, staff has recommended the 2025 salary for this position.

Resolution 2019-099 establishes the process for evaluating the performance of the City Manager, City Attorney, and Chief Judge. It states that any change in compensation for these employees will be adopted by Council by Ordinance. This Ordinance will amend City Code to establish the 2025 compensation for the City Manager.

CITY FINANCIAL IMPACTS

The City financial impact will be the new base salary for the City Manager as approved by Council.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ordinance for Consideration
2. Benchmark Cities (National and Regional) Market Information

ORDINANCE NO. 187, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING SECTION 2-596 OF THE CODE OF THE
CITY OF FORT COLLINS AND SETTING THE SALARY
OF THE CITY MANAGER

A. Pursuant to Article III, Section 1 of the City Charter, the City Council is responsible for fixing the compensation of the City Manager.

B. The City is committed to compensating its employees in a manner that is fair, competitive and understandable.

C. The City Council supports a compensation philosophy of paying employees a competitive salary based on established market data and performance and may adjust the salary of the City Manager to bring that salary more in line with the approved market data.

D. The City Council met with the City Manager on November 26, 2024, to conduct a review and establish next year's goals.

E. The City Council believes that the base salary of the City Manager should be established at the amount of \$ [redacted] effective January 6, 2025.

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 2-596 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 2-596. - Salary of the City Manager.

The base salary to be paid the City Manager shall be ~~three hundred fourteen thousand nine hundred eighty seven dollars (\$314,987)~~ [redacted] dollars (\$ [redacted]) per annum, payable in biweekly installments. Forty (40) percent of such sum shall be charged to the city electric utility, twenty (20) percent to the city water utility and forty (40) percent to general government expense.

Section 2. The effective date of the salary adjustment shall be January 6, 2025.

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

Mayor

ATTEST:

City Clerk

Effective Date: December 27, 2024
Approving Attorney: Aaron Guin

City Manager
Benchmark Cities Market Information
November 2024

National Base Salary Percentiles					
	10th	25th	50th	75th	90th
2025	\$270,109	\$294,985	\$325,065	\$396,702	\$427,104
2024	\$262,242	\$286,393	\$315,597	\$385,148	\$414,664
2023	\$249,140	\$263,253	\$297,733	\$324,285	\$356,276

Regional Base Salary Percentiles					
	10th	25th	50th	75th	90th
2025	\$269,407	\$284,967	\$312,539	\$325,483	\$337,657
2024	\$261,560	\$276,667	\$303,436	\$316,003	\$327,822
2023	\$246,560	\$254,829	\$282,389	\$304,325	\$309,590

**City Manager
Benchmark Cities (National) Market Information
November 2024**

Peer City	Specific Plan	Plan Type	Employer %	Employee %	Social Security	Defined Benefit Available	Retiree Healthcare	Eligibility	Match	Total Contributions ¹	Vesting Schedule (Years)	Car or Car Allowance	Salary	Year of Last Increase	Length of Service	Population
Fort Collins, CO	Exec. Plan	401a	10%	0%	Yes	No	No	Immediate	3%	28.40%	Immediate	\$12,000	\$314,987	2024	2 years	170,507
Anaheim, CA	Exec. Plan	401a	5%	5%	No	Yes	Yes	Yes	No	10% + Healthcare	Immediate	\$7,200	\$368,283	2024	4 years	340,512
Ann Arbor, MI	Yes	401a	15%	7.5%	Yes	No	Yes	Yes	No	34.9% + Healthcare	3		\$250,000	2022	3 years	119,381
Asheville, NC		State DB	12.1%	6%	Yes	Yes	No	Immediate	No	30.50%	5	\$6,000	\$265,303	2024	6 years	95,056
Austin, TX		DB	12%	10%	No	Yes	Yes	Immediate	DROP	22% + Healthcare	5	No	\$470,017	2024	<1 year	979,882
Boulder, CO	Exec. Plan ²	401a	14%	8%	No	No	No	Immediate	No	22%	5		\$315,597	2024	3 years	105,898
Durham, NC		State DB	12.1%	6%	Yes	Yes	No	Immediate	No	30.50%	5	\$6,000	\$275,808	2024	3 years	296,186
Eugene, OR	Exec. Plan	401a	5%	5%	No	Yes	No	Immediate	No	10%	Immediate		\$293,217	2024	5 years	177,899
Greensboro, NC		State DB	12.1%	6%	Yes	Yes	No	Immediate	No	30.50%	5		\$300,000	2024	<1 year	302,296
Hayward, CA	Exec. Plan	401a	6%	0%	No	Yes	No	Immediate	No	6%	Immediate	\$5,400	\$381,431		vacant	155,675
Irving, TX	Exec. Plan	401a	5%	5%	No	Yes	No	Immediate	DROP	10%	Immediate	\$6,600	\$332,361	2024	10 years	254,373
Mesa, AZ	Exec. Plan	401a	Max	0%	Yes	Yes	yes- 20 years	Immediate	\$8,000	Max + 12.4 + \$8,000 + Healthcare	Immediate	\$7,200	\$350,000	2024	18 years	511,648
Naperville, IL	Exec. Plan	401a	\$20,000	0%	Yes	Yes	No	Immediate	No	\$20,000 + 12.4%	Immediate	No	\$237,055	2014	16 years	150,245
Oklahoma City, OK	Exec. Plan	401a	8%	8%	No	Yes	Yes	Immediate	No	16% + Healthcare	Immediate	\$7,000	\$305,454	2024	5 years	702,767
Palo Alto, CA	Yes	401a	75% of Max	0%	No	Yes	Yes	Immediate	No	75% of Max + Healthcare	5	No	\$413,330	2024	6 years	65,882
Plano, TX	Exec. Plan	401a	5%	5%	No	Yes	Yes	Immediate	No	10% + Healthcare	Immediate	\$12,000	\$388,864	2024	5 years	290,190
Saramento, CA	Exec. Plan	401a	10%	0%	No	Yes	Yes	Immediate	No	10% + Healthcare	Immediate	\$6,000	\$420,000	2023	7 years	526,384
Santa Monica, CA	Exec. Plan	401a	5%	5%	No	Yes	No	Immediate	No	10%	Immediate		\$402,552	2024	3 years	89,922
Savannah, GA											Immediate	\$7,200	\$289,099	2023	3 years	147,748
Tallahassee, FL	Exec. Plan	401k	5%	Elective	No	Yes	No	Immediate	Deferred Match	5%	Immediate	No	\$283,687	2024	6 years	202,221
Wilmington, NC		State DB	12.1%	6%	Yes	Yes	No	Immediate	No	30.50%	5	\$6,000	\$257,985	2024	3 years	122,698

¹ Total Contributions into Retirement assumes the Employer and Employee contribution, plus the match (assuming they take advantage of it), plus Social Security (if included) and Retiree Healthcare.

² Can choose between/either the Statewide Defined Benefit Plan or the Executive 401a Plan.

Blank cells indicate data points not provided through any of our data collection sources.

City Manager Benchmark Cities (Regional) Market Information November 2024

Local Entity	Specific Plan	Plan Type	Employer %	Employee %	Social Security	Defined Benefit Available	Retiree Healthcare	Eligibility	Match	Total Contributions ¹	Vesting Schedule (Years)	Car or Car Allowance	Salary	Year of Last Increase	Annual/Retention Bonus	Length of Service	Population
Fort Collins, CO	Exec. Plan	401a	10%	0%	Yes	No	No	Immediate	3%	28.40%	Immediate	\$12,000	\$314,987	2024	\$0	2 years	178,000
Arvada, CO	Exec. Match	401a	11%	8%	No	No	Yes	Immediate	Exec ~\$25,000	19% + \$25,000 + Healthcare	Immediate	\$6,000	\$275,600			vacant	121,414
Aurora, CO	Exec. Plan	401a	10%	10%	Yes	No	\$244/mo	Immediate	~\$15,000	32.4% + \$15,000 + \$244/mo Healthcare	3	\$7,200	\$330,000	2024		1 year	395,052
Boulder, CO	Exec. Plan ²	401a	14%	8%	No	No	No	Immediate	No	22%	5		\$315,597	2024		3 years	105,898
Broomfield, CO	No	401a	6%	6%	Yes	No/Frozen	Yes	Immediate	No	24.4% + Healthcare	5	\$8,400	\$317,221	2024		5 years	76,860
Greeley, CO ⁴	No	401k	6%	4%	Yes	No	No	Immediate	2%	26.40%	5	\$7,200	\$301,872	2024	\$10,000	2 years	112,000
Lakewood, CO	No	401a	13%	11%	No	No	Yes	Immediate	No	24% + Healthcare	5	\$8,400	\$260,000	2024		15 years	155,961
Larimer County	No	401a	8%	8%	Yes	No	Yes	Immediate	No	28.4% + Healthcare	5		\$277,023	2024		2 years	373,965
Littleton, CO	Exec. Match	401a	8%	5%	Yes	No	No	Immediate	~\$11,250	25.4% + ~\$11,250	5	\$6,000	\$245,523	2024		2 years	44,591
Longmont, CO ³	No	401a	5%	6%	No	Yes	Yes	Immediate	No	11% + Healthcare	3	\$6,000	\$305,620	2024	\$25,000	12 years	98,630
Loveland, CO	No	401a	9%	3%	Yes	No	No	6 mos.	No	24.4%	3	\$7,200	\$305,000			<1 month	82,000
Thornton, CO	Exec. Plan	401a	8%	12.6%	Yes	No	Yes	Immediate	1%	35%	5	\$6,600	\$329,000	2024		1 month	144,922
Westminster, CO	No	401a	11.25%	11%	No	No	Part of 401h	Immediate	No	22.25%	5	\$6,000	\$279,583			interim	114,875

¹Total Contributions into Retirement assumes the Employer and Employee contribution, plus the match (assuming they take advantage of it), plus Social Security (if included) and Retiree Healthcare.

² Can choose between/either the Statewide Defined Benefit Plan or the Executive 401a Plan.

³ Longmont Retention Bonus of \$40k given if employed end of 2023 and \$20k given if employed end of 2024.

⁴ Greeley's annual bonus is new in 2024.

Blank cells indicate data points not provided through any of our data collection sources.

File Attachments for Item:

21. Items Relating to the Salary and Employment Agreement of the Chief Judge.

A. First Reading of Ordinance No. 188, 2024, Amending Section 2-606 of the Code of the City of Fort Collins and Setting the Salary of the Chief Judge.

B. Resolution 2024-142 Authorizing the Third Addendum to Chief Judge Jill Hueser's Employment Agreement and Appointing Her to a New Two-Year Term.

The purpose of these items is to amend City Code to establish the 2025 compensation of the Chief Judge and to create a new two-year term for her employment. Council met in executive session on November 26, 2024, to conduct the performance review of Jill Hueser, Chief Judge, and to consider the salary market analysis for this position.

December 3, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Teresa Roche, Human Resources Executive

SUBJECT

Items Relating to the Salary and Employment Agreement of the Chief Judge.

EXECUTIVE SUMMARY

A. First Reading of Ordinance No. 188, 2024, Amending Section 2-606 of the Code of the City of Fort Collins and Setting the Salary of the Chief Judge.

B. Resolution 2024-142 Authorizing the Third Addendum to Chief Judge Jill Hueser's Employment Agreement and Appointing Her to a New Two-Year Term.

The purpose of these items is to amend City Code to establish the 2025 compensation of the Chief Judge and to create a new two-year term for her employment. Council met in executive session on November 26, 2024, to conduct the performance review of Jill Hueser, Chief Judge, and to consider the salary market analysis for this position.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution and Ordinance on First Reading.

BACKGROUND / DISCUSSION

Council is committed to compensating employees in a manner which is market-based, competitive, and tied to performance. The goal as an employer is to attract, retain, engage, develop, and reward a diverse and competitive workforce to meet the needs of the community now and in the future. To accomplish this goal, Council and the Chief Judge meet twice a year to discuss performance and set goals for the coming year.

The 2024 salary of the Chief Judge is \$200,130.

Based on the market analysis for this position and guided by the City's compensation principles and Council's discussion during recent performance review, staff has recommended the 2025 salary for this position.

Resolution 2019-099 establishes the process for evaluating the performance of the City Manager, City Attorney, and Chief Judge. It states that any change in compensation for these employees will be adopted by Council by Ordinance. This Ordinance will amend City Code to establish the 2025 compensation for the Chief Judge.

In addition, Resolution 2024-142 will authorize the Third Addendum to appoint Chief Judge Hueser to another two-year term in her employment agreement. By Charter, contracts for municipal judges have a two-year term. The current term established by the approval of Resolution 2022-139 expires January 1, 2025. City staff is recommending Council extend Chief Judge Hueser’s appointment and employment agreement until January 1, 2027.

CITY FINANCIAL IMPACTS

The City financial impact will be the new base salary for the Chief Judge as approved by Council.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

- 1. Ordinance for Consideration
- 2. Resolution for Consideration
- 3. Exhibit A to Resolution
- 4. Benchmark Cities Market Information

ORDINANCE NO. 188, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING SECTION 2-606 OF THE CODE OF THE CITY OF
FORT COLLINS AND SETTING THE SALARY OF
THE CHIEF JUDGE

A. Pursuant to Article VII, Section 1 of the City Charter, the City Council is responsible for fixing the compensation of the Chief Judge.

B. The City is committed to compensating its employees in a manner which is fair, competitive and understandable.

C. The City’s pay philosophy is based on total compensation, which includes not only base salary but also deferred compensation payments, vacation and holiday leave, and amounts paid by the City for medical, dental, life and long-term disability insurance.

D. Members of the City Council, with the assistance of City staff, and the Chief Judge have discussed terms and conditions of the presumed Chief Judge’s employment, including the base salary to be paid to the Chief Judge.

E. The City Council supports a compensation philosophy of paying employees a competitive salary and is setting the salary of the Chief Judge based on established market data.

F. The City Council met with the Chief Judge on November 26, 2024, to conduct a review and establish goals for her performance.

G. The City Council believes the annual base salary of the Chief Judge for 2025 should be established at the amount of \$ [redacted] effective January 6, 2025

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 2-606 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 2-606. - Salary of the Chief Judge.

The base salary to be paid to the Chief Judge shall be ~~two hundred thousand one hundred thirty dollars (\$200,130)~~ [redacted] dollars (\$ [redacted]) per annum, payable in biweekly installments, which sum shall be charged to general government expense.

Section 2. The effective date of the salary adjustment shall be January 6, 2025.

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

Mayor

ATTEST:

City Clerk

Effective Date: December 27, 2024
Approving Attorney: Aaron Guin

RESOLUTION NO. 2024-142
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE THIRD ADDENDUM TO
CHIEF JUDGE JILL HUESER'S EMPLOYMENT AGREEMENT
AND APPOINTING HER TO A NEW TWO-YEAR TERM

A. Pursuant to Article VII, Section 1 of the City Charter, the City Council is responsible for appointing the Chief Judge.

B. With Resolution 2020-049, the City Council appointed Jill Hueser as Chief Judge and approved Ms. Hueser's employment agreement.

C. Such appointment was effective July 6, 2020.

D. With Resolution 2021-117, the City Council made changes to Ms. Hueser's employment agreement to reflect amendments that were made to City retirement accounts and to change the term of the agreement to run from January 1, 2022, to January 1, 2024.

E. With Resolution 2022-139, City staff conducted internal and external surveys regarding Chief Judge Hueser's performance and based on the survey results the City Council extended the employment agreement and appointed Chief Judge Hueser to a new two-year term to run from January 1, 2023, to January 1, 2025.

F. City staff conducted internal and external surveys regarding Chief Judge Hueser's performance, and based on the survey results the City Council desires to extend the employment agreement and appoint Chief Judge Hueser to a new two-year term to run from January 1, 2025, to January 1, 2027.

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 Council hereby appoints Jill Hueser to a new two-year term as Chief Judge of the Fort Collins Municipal Court.

Section 2. The Mayor is hereby authorized to execute the Third Addendum to the Chief Judge Employment Agreement between the City and Jill Hueser, attached hereto as Exhibit "A" and incorporated herein by reference, to create a new two-year term of the agreement.

Passed and adopted on December 3, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: December 3, 2024
Approving Attorney: Aaron Guin

THIRD ADDENDUM TO THE CHIEF JUDGE EMPLOYMENT AGREEMENT

THIS THIRD ADDENDUM to Employment Agreement is made and entered into this _____ day of December, 2024, by and between the CITY OF FORT COLLINS, COLORADO, a municipal corporation, hereinafter called the "City" and JILL HUESER, hereinafter called the "Employee."

WITNESSETH:

WHEREAS, the City and Employee have previously entered into that certain Employment Agreement dated July 6, 2020 (hereinafter referred to as the "Agreement");

WHEREAS, the City and Employee previously entered into that certain First Addendum to Employment Agreement dated December 20, 2021; and

WHEREAS, the City and Employee previously entered into that certain Second Addendum to Employment Agreement dated December 13, 2022; and

WHEREAS, the City and Employee have recognized the need to amend the Agreement and have worked cooperatively to identify and address issues of mutual interest.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, as well as other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Section 2. B. is amended to read in its entirety as follows:

B. The Employee agrees to remain in the exclusive employment of the City as Chief Judge from January 1, 2025, until January 1, 2027, and neither to seek or accept other employment nor to be become employed by any other employer until after said termination date, unless the employment of the Employee is terminated earlier as herein provided. City Council may grant express permission for non-legal (non-attorney and non-judicial) employment that will not interfere with the duties of the Chief Judge by motion or in a writing, including any conditions or limitations on such other employment.

2. Except as set forth herein, the terms of the Agreement as amended by the Third Addendum to Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City has caused this Third Addendum to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Third Addendum, both in duplicate, the day and year first written above.

THE CITY OF FORT COLLINS, COLORADO

a Municipal Corporation

Date: _____

By: _____
Jeni Arndt, Mayor

ATTEST:

Name: _____

Title: _____

EMPLOYEE:

Jill Hueser

City Judge

Benchmark Cities Market Information

November 2024

Regional Base Salary Percentiles					
	10th	25th	50th	75th	90th
2023	\$184,838	\$192,879	\$196,914	\$200,130	\$205,839
2024	\$195,000	\$201,473	\$205,839	\$213,000	\$219,341
2025	\$200,850	\$207,517	\$212,015	\$219,390	\$225,921

3% projection in 2025 as other municipalities increase salary through the year

Chief Judge
Benchmark Cities (Regional) Market Information
November 2024

Local Entity	Specific Plan	Plan Type	Employer %	Employee %	Social Security	Defined Benefit Available	Retiree Healthcare	Eligibility	Match	Total Contributions ¹	Vesting Schedule (Years)	Salary	Year of Last Increase	Car Allowance	Annual/Retention Bonus	Length of Service
Fort Collins, CO	Exec. Plan	401a	10%	0%	Yes	No	No	Immediate	No	\$0	Immediate	\$200,130	2024			4 years
Arvada, CO	Exec. Match	401a	11%	8%	No	No	Yes	Immediate	Exec ~ \$25,000	19% + Healthcare + \$25,000	Immediate	\$213,000	2024			4 years
Aurora, CO	Exec. Plan	401a	10%	10%	Yes	No	\$244/mo	Immediate	~\$15,000	32.4% + \$244/mo + \$15,000	3					vacant
Boulder, CO	Exec. Plan ²	401a	14%	8%	No	No	No	Immediate	No	22%	5	\$200,000	2024			Hired 4/2024
Broomfield, CO	No	401a	6%	6%	Yes	No/Frozen	Yes	Immediate	No	24.4% + Healthcare	5	\$222,997	2024			3 years
Denver, CO	No	DB	18%	8.45%	Yes	DERP	No	Immediate	No	38.85%	5					2 years
Greeley, CO	No	401k	6%	4%	Yes	No	No	Immediate	No	\$0	5	\$201,473	2024			6 years
Lakewood, CO	No	401a	13%	11%	No	No	Yes	Immediate	No	24% + Healthcare	5	\$208,802	2024	\$4,800		4 years
Longmont, CO	No	401a	5%	6%	No	Yes	Yes	Immediate	No	11% + Healthcare	3	\$205,839	2024			8 years
Loveland, CO	No	401a	9%	3%	Yes	No	No	6 months	No	\$0	3	\$175,000				<1 year
Thornton, CO	Exec. Plan	401a	7.6%	6%	Yes	No	Yes	Immediate	No	28% + Healthcare	5	\$204,102	2024	\$4,400	\$2,041	2 years
Westminster, CO	No	401a	11.25%	11%	No	No	part or 401h	Immediate	No	\$0	5	\$218,427	2024	\$6,000		4 years

¹Total Contributions into Retirement assumes the Employer and Employee contribution, plus the match (assuming they take advantage of it), plus Social Security (if included) and Retiree Healthcare.

²Can choose between/either the Statewide Defined Benefit Plan or the Executive 401a Plan.

Blank cells indicate data points not provided through any of our data collection sources.

File Attachments for Item:

22. First Reading of Ordinance No. 189, 2024, Amending Section 2-581 of the Code of the City of Fort Collins and Setting the Salary of the City Attorney.

The purpose of this item is to amend City Code to establish the 2025 compensation of the City Attorney. Council met in executive session on November 26, 2024, to conduct the performance review of Carrie Daggett, City Attorney and to consider the salary market analysis for this position.

December 3, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Teresa Roche, Human Resources Executive

SUBJECT

First Reading of Ordinance No. 189, 2024, Amending Section 2-581 of the Code of the City of Fort Collins and Setting the Salary of the City Attorney.

EXECUTIVE SUMMARY

The purpose of this item is to amend City Code to establish the 2025 compensation of the City Attorney. Council met in executive session on November 26, 2024, to conduct the performance review of Carrie Daggett, City Attorney and to consider the salary market analysis for this position.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

Council is committed to compensating employees in a manner which is market-based, competitive, and tied to performance. The goal as an employer is to attract, retain, engage, develop, and reward a diverse and competitive workforce to meet the needs of the community now and in the future. To accomplish this goal, Council and the City Attorney meet twice a year to discuss performance and set goals for the coming year.

The 2024 salary of the City Attorney is \$240,702.

Based on the market analysis for this position and guided by the City's compensation principles and Council's discussion during recent performance review, staff has recommended the 2025 salary for this position.

Resolution 2019-099 establishes the process for evaluating the performance of the City Manager, City Attorney, and Chief Judge. It states that any change in compensation for these employees will be adopted by Council by Ordinance. This Ordinance will amend City Code to establish the 2025 compensation for the City Attorney.

CITY FINANCIAL IMPACTS

The City financial impact will be the new base salary of the City Attorney as approved by Council.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ordinance for Consideration
2. Benchmark Cities (National and Regional) Market Information

ORDINANCE NO. 189, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING SECTION 2-581 OF THE CODE OF THE CITY OF
FORT COLLINS AND SETTING THE SALARY OF THE CITY
ATTORNEY

A. Pursuant to Article VI, Section 1 of the City Charter, the City Council is responsible for fixing the compensation of the City Attorney.

B. The City is committed to compensating its employees in a manner that is fair, competitive and understandable.

C. The City Council supports a compensation philosophy of paying employees a competitive salary based on established market data and performance, and may adjust the salary of the City Attorney to bring that salary more in line with the approved market data.

D. The City Council met with the City Attorney on November 26, 2024, to conduct a review and establish goals for her performance.

E. The City Council believes the base salary of the City Attorney for 2025 should be established at the amount of \$ [redacted] effective January 6, 2025.

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 2-581 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 2-581. Salary of the City Attorney.

The base salary to be paid the City Attorney shall be ~~two hundred forty thousand seven hundred two (\$240,702)~~ [redacted] dollars (\$ [redacted]) per annum, payable in biweekly installments. Sixty (60) percent of such sum shall be charged to general government expense, twenty (20) percent to the City water utility and twenty (20) percent to the City electric utility.

Section 2. The effective date of the salary adjustment shall be January 6, 2025.

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

Mayor

ATTEST:

City Clerk

Effective Date: December 27, 2024
Approving Attorney: Aaron Guin

City Attorney

Benchmark Cities Market Information

November 2024

National Base Salary Percentiles					
	10th	25th	50th	75th	90th
2025	\$216,353	\$236,949	\$269,794	\$329,740	\$355,420
2024	\$210,051	\$230,048	\$261,936	\$320,136	\$345,068
2023	\$207,500	\$221,459	\$248,924	\$268,495	\$321,697

3% projection in 2025 as salary adjustments occur through the year

Regional Base Salary Percentiles					
	10th	25th	50th	75th	90th
2025	\$245,349	\$251,318	\$265,369	\$272,167	\$280,440
2024	\$238,203	\$243,998	\$257,640	\$264,240	\$272,272
2023	\$216,940	\$222,244	\$240,702	\$245,664	\$253,811

3% projection in 2025 as salary adjustments occur through the year

City Attorney Benchmark Cities (National) Market Information November 2024

Peer City	Specific Plan	Plan Type	Employer %	Employee %	Social Security	Defined Benefit Available	Retiree Healthcare	Eligibility	Match	Total Contributions ¹	Vesting Schedule (Years)	Salary	Year of Last Increase	Length of Service
Fort Collins, CO	Exec. Plan	401a	10%	0%	Yes	No	No	Immediate	4.5%	31.40%	Immediate	\$240,702	2024	9 years
Anaheim, CA	Exec. Plan	401a	5%	5%	No	Yes	Yes	Immediate	No	10% + Healthcare	Immediate	\$322,058	2024	6 years
Ann Arbor, MI	Yes	DB	15%	7.5%	No	Yes	Yes	Immediate	No	22.5% + Healthcare	5	\$216,300	2024	2 years
Asheville, NC		State DB	12.1%	6%	Yes	Yes	No	Immediate	No	30.50%	5	\$223,095	2024	5 years
Boulder, CO	Exec. Plan ²	401a	14%	8%	No	No	No	Immediate	No	22%	5	\$257,640	2024	3 years
Durham, NC		State DB	12.1%	6%	Yes	Yes	No	Immediate	No	30.50%	5	\$234,102	2024	5 years
Greensboro, NC		State DB	12.1%	6%	Yes	Yes	No	Immediate	No	30.50%	5	\$280,452	2024	5 years
Hayward, CA	Exec. Plan	401a	6%	0%	No	Yes	No	Immediate	No	6%	Immediate	\$335,608	2024	16 years
Irving, TX	Exec. Plan	State DB	11%	6%	Yes	Yes	No	Immediate	DROP	29.40%	Immediate	\$261,936	2024	8 years
Mesa, AZ	Exec. Plan	DB	11%	11%	Yes	Yes	Yes-20 years	Immediate	\$9,000	34.4% + Healthcare + \$9,000	Immediate	\$280,000	2024	9 years
Oklahoma City, OK	Exec. Plan	401a	8%	8%	No	Yes	Yes	Immediate	No	16% + Healthcare	Immediate	\$200,678	2024	2 years
Palo Alto, CA	Yes	401a	25% of Max	0%	No	Yes	Yes	Immediate	No	25% of Max + Healthcare	5	\$359,258	2024	13 years
Plano, TX	Exec. Plan	401a	5%	0%	No	Yes	Yes	Immediate	DROP	5% + Healthcare	Immediate	\$267,860	2023	11 years
Saramento, CA	Exec. Plan	401a	10%	0%	No	Yes	Yes	Immedate	No	10% + Healthcare	Immediate	\$368,000	2024	6 years
Santa Monica, CA	Exec. Plan	401a	5%	6%	No	Yes	No	Immediate	No	11%	Immediate	\$320,136	2022	2 years
Savannah, GA												\$254,252	2023	5 years
Tallahassee, FL	Exec. Plan	401k	5%	Elective	No	Yes	No	Immediate	Deferred Match	5%	Immediate	\$243,974		< 1 year
Wilmington, NC		State DB	12.1%	6%	No	Yes	No	Immediate	No	18.10%	5	\$194,250	2024	1 year

¹ Total Contributions into Retirement assumes the Employer and Employee contribution, plus the match (assuming they take advantage of it), plus Social Security (if included) and Retiree Healthcare.

² Can choose between/either the Statewide Defined Benefit Plan or the Executive 401a Plan.

Blank cells indicate data points not provided through any of our data collection sources.

City Attorney
Benchmark Cities (Regional) Market Information
November 2024

Local Entity	Specific Plan	Plan Type	Employer %	Employee %	Social Security	Defined Benefit Available	Retiree Healthcare	Eligibility	Match	Total Contributions ¹	Vesting Schedule (Years)	Salary	Year of Last Increase	Length of Service
Fort Collins, CO	Exec. Plan	401a	10%	0%	Yes	No	No	Immediate	4.5%	31.40%	Immediate	\$240,702	2024	9 years
Arvada, CO	Exec. Match	401a	11%	8%	No	No	Yes	Immediate	Exec ~ \$25,000	19% + Healthcare + \$25,000	Immediate	\$238,203	2024	5 years
Aurora, CO	Exec. Plan	401a	10%	10%	Yes	No	\$244/mo	Immediate	~\$15,000	32.4% + \$244/mo. Healthcare + \$25,000	3			vacant
Boulder, CO	Exec. Plan ²	401a	14%	8%	No	No	No	Immediate	No	22%	5	\$257,640	2024	3 years
Broomfield, CO	No	401a	6%	6%	Yes	No/Frozen	Yes	Immediate	No	24.4% + Healthcare	5	\$272,272	2024	4 years
Denver, CO	No	DB	18%	8.45%	Yes	DERP	No	Immediate	No	38.85%	5	\$216,061	2023	2 years
Greeley, CO	No	401k	6%	4%	Yes	No	No	Immediate	2%	26.4%	5	\$246,280	2023	< 1 year
Lakewood, CO	No	401a	13%	11%	No	No	Yes	Immediate	No	24% + Healthcare	5	\$189,588	2024	3.5 years
Larimer County	No	401a	8%	8%	Yes	No	Yes	Immediate	No	28.4% + Healthcare	5	\$241,717	2024	4 years
Longmont, CO	No	401a	5%	6%	No	Yes	Yes	Immediate	No	11% + Healthcare	3	\$259,463	2023	15 years
Loveland, CO	No	401a	9%	3%	Yes	No	No	6 months	No	24.4%	3	\$280,000		< 1 year
Thornton, CO	Exec. Plan	401a	7.6%	7.6%	Yes	No	Yes	Immediate	1%	29.6% + Healthcare	5	\$252,015	2024	3 years
Westminster, CO	No	401a	11.3%	11%	No	No	part or 401h	Immediate	No	22.3%	5	\$268,479	2024	9 years

¹ Total Contributions into Retirement assumes the Employer and Employee contribution, plus the match (assuming they take advantage of it), plus Social Security (if included) and Retiree Healthcare.

² Can choose between/either the Statewide Defined Benefit Plan or the Executive 401a Plan.

Blank cells indicate data points not available due to vacant positions or provided through any of our data collection sources.