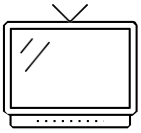
Fort Collins City Council Agenda

Regular Meeting Amended 8/18/25
6:00 p.m., Tuesday, August 19, 2025
City Council Chambers at City Hall, 300 Laporte Avenue, Fort Collins, CO 80521
Zoom Webinar link: https://zoom.us/j/98241416497

NOTICE:
Regular meetings of the City Council are held on the 1st and 3rd Tuesdays of each month in the City Council Chambers. Meetings are conducted in a hybrid format, with a Zoom webinar in addition to the in person meeting in Council Chambers.
City Council members may participate in this meeting via electronic means pursuant to their adopted policies and protocol.

How to view this Meeting:

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



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

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

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

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

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

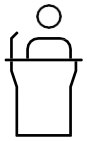
City of Fort Collins

Meeting agendas, minutes, and archived videos are available on the City's meeting portal at https://fortcollins-co.municodemeetings.com/

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.

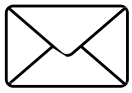
Join the online meeting using the link in this agenda to log in on an internet-enabled smartphone, laptop or computer with a speaker and microphone. Using earphones with a microphone will greatly improve audio experience.

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

August 19, 2025 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
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Carrie Daggett
City Attorney

Kelly DiMartino
City Manager

Delynn Coldiron
City Clerk

PROCLAMATIONS & PRESENTATIONS
5:00 PM

A) PROCLAMATIONS AND PRESENTATIONS

PP 1. **Declaring the Day of August 26, 2025, as Women's Equality Day.**

REGULAR MEETING
6:00 PM

Amended 8/18/2025

B) CALL MEETING TO ORDER

C) PLEDGE OF ALLEGIANCE

D) ROLL CALL

E) CITY MANAGER'S AGENDA REVIEW

- City Manager Review of Agenda

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

F) COMMUNITY REPORTS - None.

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

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

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

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

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

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

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

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

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

H) PUBLIC COMMENT FOLLOW-UP

I) COUNCILMEMBER REMOVAL OF ITEMS FROM CONSENT CALENDAR FOR DISCUSSION

CONSENT CALENDAR

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

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

1. **Consideration and Approval of the Minutes of the July 15, 2025 Regular meeting.**

   The purpose of this item is to approve the minutes of the July 15, 2025 Regular meeting.

2. **Second Reading of Ordinance No. 117, 2025, Making Supplemental Appropriations from the Colorado Division of Criminal Justice for Restorative Justice Services and Approving the Intergovernmental Grant Agreement with the Colorado Division of Criminal Justice.**

   This Ordinance, unanimously adopted on First Reading on July 15, 2025, appropriates $35,637 of unanticipated revenue from the Colorado Division of Criminal Justice Juvenile Diversion fund awarded for the period July 1, 2025 – June 30, 2026, to support the Restorative Justice programs in the Neighborhood Services Department in Sustainability Services. Restorative Justice Programs are part of the City's Conflict Transformation Works team, which also provide mediation

services. The program will provide restorative justice services as an accountability option for 35 youth referred from the 8th Judicial District Attorney's Office.

3. **Second Reading of Ordinance No. 118, 2025, Making Supplemental Appropriations, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for Transit Replacement, Enhancement and Maintenance of Assets.**

This Ordinance, unanimously adopted on First Reading on July 15, 2025, appropriates unanticipated grant funds.

4. **Second Reading of Ordinance No. 119, 2025, Making Supplemental Appropriations, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for Transit Operations and Services and Bus Replacement.**

This Ordinance, unanimously adopted on First Reading on July 15, 2025, appropriates unanticipated grant funds and transfers previously appropriated grant funds per updated Federal Transit Authority Grant Award Amounts.

5. **Second Reading of Ordinance No. 120, 2025, Making a Supplemental Appropriation, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for Transfort Maintenance Facility Upgrades and Related Art in Public Places.**

This Ordinance, unanimously adopted on First Reading on July 15, 2025, appropriates unanticipated grant funds.

6. **Items Relating to the Edward Byrne Memorial Justice Assistant Grants.**

A. Second Reading of Ordinance No. 121, 2025, Making a Supplemental Appropriation of Grant Funds from the Colorado Office of Justice Programs 2023 Edward Byrne Memorial Justice Assistance Grant Program Grant Award for Fort Collins Police Services.

B. Second Reading of Ordinance No. 122, 2025, Making a Supplemental Appropriation of Grant Funds from the Colorado Office of Justice Programs 2024 Edward Byrne Memorial Justice Assistance Grant Program Grant Award for Fort Collins Police Services.

These Ordinances, unanimously adopted on First Reading on July 15, 2025, support Fort Collins Police Services in work performed as a member of the Northern Colorado Drug Task Force, which is managed by the Larimer County Sheriff's 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.

Larimer County was awarded two grants, for 2023 and 2024 respectively, through the Edward Byrne Memorial Justice Assistance Grant (JAG) program in support of operating the Northern Colorado Drug Task Force.

The award for 2023 is $60,434 in total, and Fort Collins Police Services, as a subrecipient of the grant, receives $18,058 of this 2023 award to support personnel costs and other operating costs directly attributed to the Northern Colorado Drug Task Force. The award for 2024 is $50,489 in total, and Fort Collins Police Services, again as a subrecipient, receives $15,025 of this 2024 JAG grant award also to support personnel costs and other operating costs directly attributable to the Northern Colorado Drug Task Force.

7. **Second Reading of Ordinance No. 123, 2025, Making a Supplemental Appropriation of Grant Funds from the Colorado Department of Transportation Highway Safety Office for Police Services High Visibility Impaired Driving Enforcement FY26 Grant Award.**

This Ordinance, unanimously adopted on First Reading on July 15, 2025, supports Fort Collins Police Services in work performed enforcing Colorado's impaired driving laws for specific enforcement periods outlined by the Colorado Department of Transportation. Enforcement periods typically occur over holidays or periods of increased tourism and travel in the state.

Fort Collins Police Services was awarded $25,474 through the High Visibility Impaired Driving Enforcement (HVE) grant to support personnel costs and other operating costs directly attributed to HVE grant activities. Police Services will provide enhanced impaired driving enforcement during specific time periods and engage in community education and outreach.

8. **Second Reading of Ordinance No. 124, 2025, Adopting the 2025 Natural Areas Strategic Framework as an Element of City Plan and as an Update to the 2014 Natural Areas Master Plan.**

This Ordinance, unanimously adopted on First Reading on July 15, 2025, adopts the 2025 Natural Areas Strategic Framework, attached as Exhibit A to the Ordinance, which updates the City's 2014 Natural Areas Master Plan and serves as a systemwide guide for the planning and management of the Natural Areas Department (NAD) over the coming decade. Rooted in ballot language, extensive community engagement, and broader City policies, the Framework articulates an updated vision, set of values, and strategic goals for the Department. It provides the foundation for action-oriented planning that will be implemented through zone-level management planning. Adoption of the Framework constitutes an amendment to City Plan under its provisions for incorporating new elements into the City's comprehensive plan.

9. **Second Reading of Ordinance No. 125, 2025, Authorizing the Conveyance of an Emergency Access Easement on a Portion of the Larimer County Landfill to Poudre Fire Authority.**

This Ordinance, unanimously adopted on First Reading on July 15, 2025, authorizes the conveyance of one Emergency Access Easement (the "Easement") on a portion of co-owned City property presently known as Larimer County Landfill to Poudre Fire Authority.

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

The purpose of this item is to recommend an appropriation of $22,050 in philanthropic revenue received through City Give. These miscellaneous gifts to various City departments support a variety of programs and services and are aligned with both the City's strategic priorities and the respective donors' designation.

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

11. **First Reading of Ordinance No. 128, 2025, Making Supplemental Appropriations and Appropriating Prior Year Reserves in the Water Utility Fund for the Lemay Water Line Replacement Project and to Supplement the 2025 Water Main Operating Budget and Related Art in Public Places.**

The purpose of this item is to request a supplemental appropriation of $3,400,000 in the Water Utility Fund to fund the Lemay Water Line Replacement Project, and to supplement the 2025 water main operating budget, in addition to an appropriation of $32,000 for Art in Public Places.

The Lemay Water Line Replacement Project is the result of unanticipated and continuous water leaks occurring since spring 2025. Based on the number and frequency of leaks, approximately $200,000 has been spent to date on responding to leaks. Considering the condition of the water line and risk to City staff and the public, the water line needs to be replaced. The $3,432,000 supplemental appropriation serves to: 1) supplement the 2025 water main repairs operating budget by $200,000 for unanticipated costs incurred to respond to numerous leaks; 2) fund $3,200,000 for design and construction of a new water line, as well as removal of the existing water line; and 3) contribute $32,000 for Art in Public Places per Code.

12. **First Reading of Ordinance No. 129, 2025, Appropriating Prior Year Reserves in the Wastewater Utility Fund for the Blower Replacement Project and Related Art in Public Places.**

The purpose of this item is to request additional appropriation of $1,700,000 in the Wastewater Utility Fund to fund the Blower Replacement Project, in addition to appropriation of $17,000 for Art in Public Places.

The Blower Replacement Project at the Drake Water Reclamation Facility (DWRF) has undergone design, up to sixty percent, for replacing two blowers. An additional $1,700,000 from Wastewater Utility Fund reserves is needed to supplement the existing appropriated budget for preliminary design. The requested $1,700,000 additional appropriation will fund final design and installation of both blowers, having a minor contingency to fund unanticipated costs for the blowers to be placed into service.

13. **First Reading of Ordinance No. 130, 2025, Making a Supplemental Appropriation of an Additional Award from the Colorado Auto Theft Prevention Authority Grant for the Fort Collins Police Services Property Crimes Unit.**

The purpose of this item is to support the Fort Collins Police Services' Property Crimes Unit by appropriating $54,200 of unanticipated grant revenue awarded by the Colorado State Patrol Department of Public Safety.

In July 2025, the Colorado State Patrol awarded Fort Collins Police Services $54,200 as a partner agency of the Beat Auto Theft Through Law Enforcement (BATTLE) Task Force. The $54,200 award is under the BATTLE program's FY26 cycle. These state funds will be used for Police Services personnel overtime pay to support multiagency and multijurisdictional BATTLE operations to identify, interdict, investigate, enforce, and prosecute motor vehicle theft-related crimes.

14. **First Reading Ordinance No. 131, 2025, Making Supplemental Appropriations of Grant Funds From Colorado Parks and Wildlife for the Soapstone Prairie Headwaters Restoration Project.**

The purpose of this item is to support the Natural Areas Department ("NAD") in stream and wetland protection and restoration work at Soapstone Prairie Natural Area. The Soapstone Prairie

Headwaters Stream Restoration Project aims to improve ecological function and habitat in a one-mile reach of stream and wetland complex at Soapstone Prairie Natural Area. Specifically, the project will:

- Improve hydrological function and biodiversity for a one-mile reach of stream/wetland complex.

- Create seven pools using beaver dam analog wood structures to support amphibian habitat.

- Incorporate a rest cycle from livestock grazing through wildlife-friendly fencing.

- Include Native and Indigenous community members in restoration planting activities.

NAD was awarded $25,500 through the Colorado Parks and Wildlife ("CPW") Wetlands for Wildlife grant (Attachment 1). This grant funds the final phase of the project – adaptive management and monitoring activities – and follows completion of prior work including design, construction, and community engagement.

This ordinance will enable the Natural Areas Department to complete the Soapstone Prairie Headwaters Restoration Project and fulfill final monitoring and reporting obligations under the CPW grant.

15. **First Reading of Ordinance No. 132, 2025, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for the Power Trail and Harmony Grade Separated Crossing Project and Related Art in Public Places.**

The purpose of this item is to appropriate Transportation Capital Expansion Fee (TCEF) funds to the Power Trail and Harmony Grade Separated Crossing project (Project). The funds will be used for construction services. If approved, this item will: 1) appropriate $1,500,000 in TCEF funds to the Project; and 2) appropriate $15,000 (1%) of the TCEF funds to the Art in Public Places (APP) program.

16. **First Reading of Ordinance No. 133, 2025, Making Supplemental Appropriations and Appropriating Prior Year Reserves for the Epic Pool Ice Center Chiller Replacement and Rink Renovation Project and Related Art in Public Places.**

The purpose of this item is to appropriate $2,000,000 from 2050 Parks & Recreation tax reserves and $1,000,000 from the Recreation Fund reserves to replace the EPIC Ice Chiller system and modernize key rink infrastructure, including dasher boards, tempered safety glass, protective netting, painting and rink flooring.

17. **First Reading of Ordinance No. 134, 2025, Authorizing the City of Fort Collins to Lease Real Property Adjacent to the Overland Electric Substation to Platte River Power Authority for a Battery Storage Project.**

The purpose of this item is to approve a lease agreement between the City and Platte River Power Authority (PRPA) to lease 27,351 square feet of real property at 401 South Overland Trail within the existing site parcel. The agreement, which will require only a nominal annual rental payment by Platte River, allows the parties to evaluate the feasibility of the project and, pending successful analysis, proceed with the installation and operation of a 5MW/20MWh utility-side system connected to Light & Power's distribution system. Platte River and Light & Power are collaborating on this project as part of their commitment to a non-carbon future and a reliable electric grid, with energy storage playing a crucial role in achieving those goals.

18. **First Reading of Ordinance No. 135, 2025, Authorizing the Acquisition by Eminent Domain Proceedings of Certain Lands Necessary to Construct Cordova Road – North of Duff Drive.**

The purpose of this item is to authorize the use of eminent domain to acquire right-of-way needed for constructing the Cordova Road – North of Duff Drive project (Project).

19. **Items Relating to Amendments and Updates to Tax Provisions in City Code.**

A. First Reading of Ordinance No. 136, 2025, Amending Article III of Chapter 3 of the Code of Fort Collins Relating to Liquor Occupation Tax.

B. First Reading of Ordinance No. 137, 2025, Amending Articles II and III of Chapter 25 of the Code of Fort Collins Relating to Sales and Use Tax

C. First Reading of Ordinance No. 138, 2025, Amending Article IV of Chater 25 of the Code of the City of Fort Collins to Increase the Threshold to Require a Written Settlement Agreement for Lodging Tax.

The purpose of this item is to recommend amendments to the Liquor Occupation Tax, the Sales and Use Tax, and Lodging Tax as part of the regular housekeeping and necessary updates to promote the health, safety and welfare of the community by providing for the accurate and efficient imposition, collection, and enforcement of the City's taxes.

20. **First Reading of Ordinance No. 139, 2025, Amending Section 15-383 of the Code of the City of Fort Collins Regarding the Licensing of Outdoor Vendors.**

The purpose of this item is to recommend amending the Outdoor Vendors Code to adopt an annual expiration date of the license issued by the City to align with the cadence of regulation by other local governments and for purposes of efficient regulation of vendors by the City.

21. **First Reading of Ordinance No. 140, 2025, Amending Article IV of Chapter 15 of the Code of the City of Fort Collins to Update the Door-to-Door Solicitation Permitting Processes.**

The purpose of this item is to recommend amendments and updates to the City's regulation of door-to-door solicitors.

22. **Resolution 2025-074 Authorizing the City Manager to Execute a Grant Agreement (AIP Project No. 3-08-0023-047-2025) Between the City of Fort Collins, the City of Loveland, and the Federal Aviation Administration for the Runway 15-33 Widening Project at Northern Colorado Regional Airport.**

The purpose of this item is to authorize the Fort Collins City Manager to execute a grant agreement with the Federal Aviation Administration (FAA) and the City of Loveland to secure federal funding for the Runway 15-33 Widening Project at Northern Colorado Regional Airport (FNL). This critical infrastructure project, identified in the Airport's 2020 Master Plan and Capital Improvement Plan (CIP), is necessary to bring the primary runway into compliance with FAA design standards for aircraft such as the Airbus A319/A320 and Boeing 737, which are commonly used in commercial aviation.

The FAA Airport Improvement Program (AIP) grant is expected to provide $16,730,725 in fiscal year 2025 funding toward the total project cost of $19,385,103. This amount is pending final FAA review and approval. A draft grant agreement has been provided, and the FAA anticipates issuing the final grant during the first or second week of September. To secure the funding and preserve the project's eligibility under the FAA's fiscal year 2025, the grant must be accepted no later than

September 18, 2025. The Colorado Department of Transportation's Division of Aeronautics will contribute $250,000 in matching funds, with the remaining local match of $630,564 to be covered by Airport reserves.

The remaining project funding will be secured through a $1,690,254 Infrastructure Investment and Jobs Act (IIJA) grant in fiscal year 2026, supplemented by matching contributions of $44,480 each from CDOT and local Airport reserves. This will bring the total local funding contribution for the project to $675,045.

The project will be delivered in two construction phases in 2026 to minimize disruption to general aviation operations. This phased approach was developed in response to stakeholder input and allows continued limited use of the runway during construction. Along with the new terminal facility and the Airport's inclusion in the Federal Contract Tower Program—which provides air traffic control services through private contractors rather than FAA employees—this project will strengthen the Airport's ability to attract and retain commercial airline service.

23. **Resolution 2025-075 Authorizing the Execution of an Intergovernmental Agreement Between the City of Fort Collins, Colorado and Larimer County for the Maintenance of Jointly Owned Roadways.**

The City shares many roadway maintenance responsibilities with Larimer County. Shared maintenance responsibilities between our respective boundaries can include roadside mowing, snow removal, pavement marking, sign maintenance and roadway surface maintenance. The attached Intergovernmental Agreement (IGA) details two areas where both the City and County share common boundaries and wish to jointly perform surface maintenance on the roadway.

24. **Resolution 2025-076 Making Appointments to the Youth Advisory Board.**

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

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

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.

25. **First Reading of Ordinance No. 141, 2025, Expressing Support for the Recommendations of the Civic Assembly and Adopting a Conceptual Framework for the Use and Management of the Hughes Stadium Site.**

The purpose of this item is to consider an Ordinance to support the Civic Assembly's recommendations presented to Council on May 27, 2025, and to add additional specification to those recommendations.

26. **Resolution 2025-077 Submitting to a Vote of the Registered Electors of the City a Proposed Ordinance Extending the Expiring Twenty-Five Hundredths Percent (0.25%) "Community Capital Improvement Program" Capital Projects Sales and Use Tax for a Period of Ten Years for the Purpose of Obtaining Revenue for Capital Projects and Related Operation and Maintenance.**

This item has been amended to include August 18, 2025 versions of Resolution 2025-077.

The purpose of this item is to submit to the ballot a question to extend the expiring 0.25% sales and use tax (the "Community Capital Improvement Program" or "CCIP") and to refer the operative changes to the City's Municipal Code (the "Code") for the consideration of voters at the November 4, 2025, election. The extension, if approved, is estimated to generate approximately $11 million of annual revenue for the purposes established in the ballot question and ordinance, including the costs of planning, designing, and constructing specified capital projects, and to provide operation and maintenance ("O&M") for some of those projects as designated. The existing, voter-approved CCIP tax will expire on December 31, 2025. If approved by voters in November, the renewal as presented will extend the tax for another ten-year term from January 1, 2026, to December 31, 2035.

The project list for the extension of the 0.25% sales and use tax includes:

- Pedestrian Sidewalk/ADA Compliance
- Arterial Intersection and Streetscapes Improvements Fund
- Bicycle Infrastructure and Overpass/Underpass Program
- Affordable Housing Capital Fund
- Mulberry Pool Recreation Replacement Leveraging Fund
- Poudre River North – Health, Access, Parks & Trails
- Composting Infrastructure Advancement

- Downtown Parks Shop
- Community Bike Park
- Outdoor Pickleball Complex & Courts
- Nature in the City Program
- Transfort Bus Replacements & Stop Enhancements
- Recreational Paved Trails
- Construction Waste Diversion Equipment
- Historic Trolley Building Stabilization
- Gardens on Spring Creek – Children's Garden & Infrastructure
- Lee Martinez Farm Renovation & Expansion
- Timberline Recycling Center Improvements

The projects listed in the ballot question include estimated revenue to support each project, including estimated capital costs, five years' O&M for certain projects, and increases from known inflationary factors. For those projects for which tax revenues may also be used for O&M, the limitation of five years of O&M was designed to allow those service areas managing those facilities and programs to collect the necessary data and experience from at least two budget cycles to determine the appropriations for ongoing O&M costs while maximizing project revenues supported by this tax (if approved).

Under Section 7-156 of the City Code, any registered elector desiring to protest a proposed ballot title or submission clause for any initiated measure must file such a protest with the City Clerk, no later than noon on Monday, August 18, 2025. If a protest is filed, a hearing on the protest will be added to the agenda item and must take place before the Council adopts the Resolution setting the ballot title and submission clause.

27. **Resolution 2025-078 Submitting to a Vote of the Registered Electors of the City a Citizen-Initiated Ordinance to Continue the City's Existing Open Space Sales and Use Tax.**

This item has been amended to include August 18, 2025 versions of Resolution 2025-078.

The purpose of this item is to submit to a vote of the registered electors, at the City's Regular Election on November 4, 2025, a ballot issue question that approves a citizen-initiated ordinance that proposes the extension of the ¼ of one percent Natural Areas sales and use tax, without expiration, to continue to protect natural areas and open spaces; offer appropriate recreation; provide revenue for responsible restoration and management of protected lands; and partner with Larimer County, COGO, and others to make funding go further. The ordinance makes several modifications to Citizen-Initiated Ordinance No. 1, 2002 (Open Space, Yes!) related to Land Conservation, Operations, and Maintenance Activities to ensure that long-term operations and maintenance needs can be met within the parameters of the initiative language.

A protest hearing regarding the ballot title may be required before consideration of the Resolution. Under Section 7-156 of the City Code, any registered elector desiring to protest a proposed ballot title or submission clause for any initiated measure must file such a protest with the City Clerk, no later than noon on Monday, August 18, 2025. If a protest is filed, a hearing on the protest will be

added to the agenda item and must take place before the Council adopts the Resolution setting the ballot title and submission clause.

P) RESUMED PUBLIC COMMENT (if applicable)

Q) OTHER BUSINESS

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

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

R) ADJOURNMENT

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

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

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

File Attachments for Item:

PP 1. Declaring the Day of August 26, 2025, as Women's Equality Day.

PROCLAMATION

WHEREAS, women of the United States have continuously worked to gain full rights and privileges - public and private, legal or institutional - as citizens of the United States; and

WHEREAS, women in every state and every cultural and religious group worked to secure women's right to vote; and

WHEREAS, Congress has designated August 26, the date the Nineteenth Amendment was certified, as Women's Equality Day; and

WHEREAS, recognizing Women's Equality Day as a day of celebration throughout the country emphasizes the importance of women's work for democracy.

NOW, **THEREFORE**, I, Jeni Arndt, Mayor of the City of Fort Collins, do hereby proclaim August 26, 2025, as

WOMEN'S EQUALITY DAY

as a national day celebrating the importance of the women's suffrage movement and the work to secure and expand equal rights today.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Fort Collins this 19th day of August, 2025.

_____
Mayor

ATTEST:

_____
City Clerk

File Attachments for Item:

1. Consideration and Approval of the Minutes of the July 15, 2025 Regular meeting.

The purpose of this item is to approve the minutes of the July 15, 2025 Regular meeting.

August 19, 2025

AGENDA ITEM SUMMARY
City Council

STAFF

Delynn Coldiron, City Clerk

SUBJECT

Consideration and Approval of the Minutes of the July 15, 2025 Regular meeting.

EXECUTIVE SUMMARY

The purpose of this item is to approve the minutes of the July 15, 2025 Regular meeting.

STAFF RECOMMENDATION

Staff recommends approval of the minutes.

ATTACHMENTS

1. Draft Minutes, July 15, 2025

July 15, 2025

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 the Year of 2025 as the Year of Philanthropy.

Mayor Jeni Arndt presented the above proclamation 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
Senior Deputy City Clerk Cecilia Good

E) CITY MANAGER'S AGENDA REVIEW

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

- A motion to call a special meeting on August 12th has been added to the Other Business section of the agenda.
- Items 1-19 on the Consent Calendar are recommended for adoption.
- Staff Report on Urban Wildfire Readiness.
- Consideration of a motion to go into Executive Session.

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.)*

Debra James discussed the negative impact fireworks have on her City Park neighborhood stating they create a haze of toxic chemicals, scare animals, and cause a stress response for veterans. She recommended the City consider moving the show to a less populated area or consider laser or drone shows in the future.

Linda Hall requested Council adopt the proposed citizen-initiated Ordinance without amendment. She also discussed the Civic Assembly.

Adam Hirschhorn mentioned he is running for Mayor and discussed ecology and the natural environment. He expressed support for allowing native peoples to determine the use of the Hughes Stadium site.

Rich Stave discussed seeing an increase in vagrancy along the Mason Trail. He also discussed seeing several motorcycle type vehicles on the Trail and commented on growth in Fort Collins.

Eunice encouraged Council to pass an Ordinance requiring visible identification for law enforcement, including federal agents. She stated there is a concern about potential abuse from individuals impersonating federal agents.

Public comment concluded at 6:21 p.m.

H) PUBLIC COMMENT FOLLOW-UP

Mayor Pro Tem Francis asked about the possibility of requiring law enforcement identification. City Manager DiMartino noted Fort Collins does have a policy for Police Services; however, it cannot be enforced for other agencies. Frank Barrett, Assistant Police Chief, replied the Police Services policy requires any officer acting in an official capacity identify themselves visibly and carry an identification card. Calls can also be made to dispatch to verify the status of an officer. In terms of undercover work, officers must still identify themselves.

Councilmember Potyondy reminded community members that Access Fort Collins provides quick responses to community concerns.

I) COUNCILMEMBER REMOVAL OF ITEMS FROM CONSENT CALENDAR FOR DISCUSSION

Councilmember Ohlson withdrew Item No. 10, *First Reading of Ordinance No. 118, 2025, Making Supplemental Appropriations, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for Transit Replacement, Enhancement and Maintenance of Assets*, from the Consent Calendar.

J) CONSENT CALENDAR

1. **Consideration and Approval of the Minutes of the June 10, 2025 Adjourned Meeting and July 1, 2025 Regular meeting.**

   The purpose of this item is to approve the minutes of the June 10, 2025 Adjourned Meeting and July 1, 2025 Regular meeting.

   Approved.

2. **Second Reading of Ordinance No. 110, 2025, Appropriating Unanticipated Philanthropic Revenue Received Through City Give for Various Programs and Services.**

   This Ordinance, unanimously adopted on First Reading on July 1, 2025, requests an appropriation of $134,447 in philanthropic revenue received through City Give. These miscellaneous gifts to various City departments support a variety of programs and services and are aligned with both the City's strategic priorities and the respective donors' designation.

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

   Adopted on Second Reading.

3. **Second Reading of Ordinance No. 111, 2025, Appropriating Prior Year Reserves to Support the Gardens on Spring Creek Master Plan, Strategic Plan, and Interpretive Plan.**

   This Ordinance, unanimously adopted on First Reading on July 1, 2025, considers an appropriation of $150,000 from Gardens on Spring Creek reserves to engage consultant(s) who will facilitate development of a Master Plan, Strategic Plan, and Interpretive Plan.

   Adopted on Second Reading.

4. **Second Reading of Ordinance No. 112, 2025, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for the Safe Routes to School Zach Elementary School Project.**

   This Ordinance, unanimously adopted on First Reading on July 1, 2025, provides a supplemental appropriation to the Safe Routes to School (SRTS) Zach Elementary School Project (Project). Poudre School District (PSD) contributed $25,000 to the Project and this contribution was incorrectly appropriated in Ordinance No. 144, 2023. If approved, this item will correct this error and correctly appropriate the $25,000 PSD contribution to the Project. No new funding will be appropriated to the Project. As no new funding is being appropriated, there is no proposed additional contribution to the Art in Public Places (APP) program.

   Adopted on Second Reading.

5. **Second Reading of Ordinance No. 113, 2025, Approving a Collateral Assignment of a Lease at the Northern Colorado Regional Airport.**

   This Ordinance, unanimously adopted on First Reading on July 1, 2025, requests Council approval of a Collateral Assignment of Lease ("Assignment") involving CO Fire Aviation Leasing, Inc., the cities of Loveland and Fort Collins (the "Cities"), and FMS Bank. The Assignment allows CO Fire Aviation Leasing, Inc. (the "Sublessee") to assign its leasehold interest as security for a $920,000 loan from FMS Bank (the "Lender").

The underlying ground lease permits such assignments with the consent of the Cities. The Assignment, attached to proposed Ordinance No. 113, 2025, will serve as the Cities' acknowledgement of the assignment and provide the Lender rights to receive notice of any Sublessee default, to cure such defaults, and request a new lease of the Sublease is terminated.

Adopted on Second Reading.

6. **Second Reading of Ordinance No. 114, 2025, Authorizing the Conveyance of a Permanent Access Easement to Josh and Dusti Sanger Across City Property on Trilby Road.**

This Ordinance, unanimously adopted on First Reading on July 1, 2025, authorizes conveyance of a permanent access easement to Josh and Dusti Sanger on approximately 0.5 acres of Coyote Ridge Natural Area. The Sangers own a 5-acre residential inholding (2887 W. Trilby Road) within the natural area. Domestic water infrastructure (a cistern and electric pump) that exists on the adjacent natural area pre-dates the City's ownership and provides water to the Sangers' residence. The access easement is intended to formally document the Sangers' access to the existing cistern and electric pump on the Natural Area and require the Sangers to use the easement in accordance with City parameters.

Adopted on Second Reading.

7. **Second Reading of Ordinance No. 115, 2025, Vacating the City's Property Rights in a Railroad Easement at 3842 Redman Drive, Fort Collins.**

This Ordinance, unanimously adopted on First Reading on July 1, 2025, reviews and potentially recommends the vacation of the City's rights in an unused and unusable railroad easement on the Super Vacuum Manufacturing Inc./Bonfire, LLC (Super Vac) property at 3842 Redman Drive.

Adopted on Second Reading.

8. **Second Reading of Ordinance No. 116, 2025, Extending the Terms of a Non-Exclusive Franchise by the City of Fort Collins to Comcast of California/Colorado LLC and its Successors and Assigns for the Right to Make Reasonable Use of, and Erect, Construct, Operate and Maintain Through, the Public Rights-of-Way, Easements and other Public Property any Equipment Necessary and Appurtenant to the Operation and Maintenance of a Cable System and the Provision of Cable Services to City Residents.**

This Ordinance, unanimously adopted on First Reading on July 1, 2025, requests an extension to the terms of the current cable franchise agreement which expires on July 31, 2025. Staff is in current negotiations with Comcast representatives and in the best interests of both parties, recommend this extension so that negotiations can continue. The extension will run through October 31, 2025.

Adopted on Second Reading.

9. **First Reading of Ordinance No. 117, 2025, Making Supplemental Appropriations from the Colorado Division of Criminal Justice for Restorative Justice Services and Approving the Intergovernmental Grant Agreement with the Colorado Division of Criminal Justice.**

The purpose of this item is to appropriate $35,637 of unanticipated revenue from the Colorado Division of Criminal Justice Juvenile Diversion fund awarded for the period July 1, 2025 – June 30, 2026, to support the Restorative Justice programs in the Neighborhood Services Department in Sustainability Services. Restorative Justice Programs are part of the City's Conflict Transformation Works team, which also provide mediation services. The program will provide

restorative justice services as an accountability option for 35 youth referred from the 8th Judicial District Attorney's Office.

Adopted on First Reading.

10. **First Reading of Ordinance No. 118, 2025, Making Supplemental Appropriations, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for Transit Replacement, Enhancement and Maintenance of Assets.**

    The purpose of this item is to appropriate unanticipated grant funds.

    Removed From Consent.

11. **First Reading of Ordinance No. 119, 2025, Making Supplemental Appropriations, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for Transit Operations and Services and Bus Replacement.**

    The purpose of this item is to appropriate unanticipated grant funds and transfer previously appropriated grant funds per updated Federal Transit Authority Grant Award Amounts.

    Adopted on First Reading.

12. **First Reading of Ordinance No. 120, 2025, Making a Supplemental Appropriation, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for Transfort Maintenance Facility Upgrades and Related Art in Public Places.**

    The purpose of this item is to appropriate unanticipated grant funds.

    Adopted on First Reading.

13. **Items Relating to the Edward Byrne Memorial Justice Assistant Grants.**

    A. First Reading of Ordinance No. 121, 2025, Making a Supplemental Appropriation of Grant Funds from the Colorado Office of Justice Programs 2023 Edward Byrne Memorial Justice Assistance Grant Program Grant Award for Fort Collins Police Services.

    B. First Reading of Ordinance No. 122, 2025, Making a Supplemental Appropriation of Grant Funds from the Colorado Office of Justice Programs 2024 Edward Byrne Memorial Justice Assistance Grant Program Grant Award for Fort Collins Police Services.

    The purpose of these items is to support Fort Collins Police Services in work performed as a member of the Northern Colorado Drug Task Force, which is managed by the Larimer County Sheriff's 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.

    Larimer County was awarded two grants, for 2023 and 2024 respectively, through the Edward Byrne Memorial Justice Assistance Grant (JAG) program in support of operating the Northern Colorado Drug Task Force.

    The award for 2023 is $60,434 in total, and Fort Collins Police Services, as a subrecipient of the grant, receives $18,058 of this 2023 award to support personnel costs and other operating costs directly attributed to the Northern Colorado Drug Task Force. The award for 2024 is $50,489 in total, and Fort Collins Police Services, again as a subrecipient, receives $15,025 of this 2024 JAG

grant award also to support personnel costs and other operating costs directly attributable to the Northern Colorado Drug Task Force.

Both Ordinances Adopted on First Reading.

14. **First Reading of Ordinance No. 123, 2025, Making a Supplemental Appropriation of Grant Funds from the Colorado Department of Transportation Highway Safety Office for Police Services High Visibility Impaired Driving Enforcement FY26 Grant Award.**

The purpose of this item is to support Fort Collins Police Services in work performed enforcing Colorado's impaired driving laws for specific enforcement periods outlined by the Colorado Department of Transportation. Enforcement periods typically occur over holidays or periods of increased tourism and travel in the state.

Fort Collins Police Services was awarded $25,474 through the High Visibility Impaired Driving Enforcement (HVE) grant to support personnel costs and other operating costs directly attributed to HVE grant activities. Police Services will provide enhanced impaired driving enforcement during specific time periods and engage in community education and outreach.

Adopted on First Reading.

15. **First Reading of Ordinance No. 124, 2025, Adopting the 2025 Natural Areas Strategic Framework as an Element of City Plan and as an Update to the 2014 Natural Areas Master Plan.**

The purpose of this item is to adopt the 2025 Natural Areas Strategic Framework, attached as Exhibit A to the Ordinance, which updates the City's 2014 Natural Areas Master Plan and serves as a systemwide guide for the planning and management of the Natural Areas Department (NAD) over the coming decade. Rooted in ballot language, extensive community engagement, and broader City policies, the Framework articulates an updated vision, set of values, and strategic goals for the Department. It provides the foundation for action-oriented planning that will be implemented through zone-level management planning. Adoption of the Framework constitutes an amendment to City Plan under its provisions for incorporating new elements into the City's comprehensive plan.

Adopted on First Reading.

16. **First Reading of Ordinance No. 125, 2025, Authorizing the Conveyance of an Emergency Access Easement on a Portion of the Larimer County Landfill to Poudre Fire Authority.**

The purpose of this item is to authorize the conveyance of one Emergency Access Easement (the "Easement") on a portion of co-owned City property presently known as Larimer County Landfill to Poudre Fire Authority.

Adopted on First Reading.

17. **Resolution 2025-070 Approving Fort Fund Special Event Grant Disbursements.**

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

Adopted.

18. **Resolution 2025–071 Adopting the 2025 – 2029 Five-Year Consolidated Plan and the Citizen Participation Plan Required by the U.S. Department of Housing and Urban Development.**

The purpose of this item is to consider adoption of the five-year planning documents required by the U.S. Department of Housing and Urban Development (HUD) in order for the City to remain eligible for federal grants, including the Community Development Block Grant (CDBG) and the Home Investment Partnership (HOME) Program.

Adopted.

19. **Resolution 2025-072 Finding Substantial Compliance and Initiating Annexation Proceedings for the Moor Annexation.**

The purpose of this item is to determine substantial compliance and initiate annexation proceedings for the Moor Annexation, a voluntary annexation located northeast of the intersection of North Taft Hill Road and Laporte Avenue. The Applicant has submitted a written petition requesting annexation of 3.368 acres and zoning into the Low Density Mixed-Use Neighborhood District (LMN) zone district, which is consistent with the City of Fort Collins Structure Plan Map.

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.

Adopted.

END OF CONSENT CALENDAR

Mayor Pro Tem Francis moved, seconded by Councilmember Pignataro, to approve the recommended actions on items 1-19, minus 10, 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.)*

Councilmember Pignataro if the 2050 tax dollars were anticipated to be used for items such as those in Item Nos. 10-12 and requested a synopsis of how the funds are interconnected among the three items.

L) STAFF REPORTS – Urban Wildfire Readiness

Dennis Day, Emergency Preparedness Program Manager, stated Fort Collins is actively reducing wildfire risk in the wildland/urban interface through collaborative planning by engaging City departments, regional partners, and applying science-driven strategies. He noted that every five years, the City participates in a multi-jurisdictional hazard mitigation plan, which in 2021 ranked Fort Collins as a medium wildfire hazard due to a blend of risk factors that warrant attention but do not

DRAFT

reach the threshold for a high priority. He noted Fort Collins' proactive mitigation efforts, interagency planning, and Poudre Fire Authority's Wildfire Protection Plan all help to reduce the potential severity of wildfires.

Derek Bergsten, Fire Chief, showed a map of the typical wildland/urban interface in PFA's district and discussed the 2025 Community Wildfire Protection Plan which updated the hazardous risk analysis and created a sense of collaboration with stakeholders. He noted home risk inspections are available and discussed the importance of public education efforts.

Katie Donahue, Natural Areas Director, noted Natural Areas owns a great deal of land in Fort Collins and is part of the wildfire mitigation formula. She noted Natural Areas manages for the dominant moderate conditions, not for extreme wildfire conditions, by doing some mowing, managing invasive weeds such as cheat grass, and promoting native species that have the ability to stay green longer. She stated grazing and prescribed fires are not used extensively now, but work is being done to consider those tools.

Day provided some information from Environmental Services, including that climate change intensifies wildfire risk and alters the seasonal patterns and fueling conditions, and those shifts underscore the need for adaptive strategies.

Councilmember Potyondy asked who community members should contact about doing property assessments for risk mitigation. Chief Bergsten replied the information is on PFA's website.

Councilmember Potyondy noted the 5 foot mowing buffer may seem narrow for people living next to Natural Areas and asked who to contact if residents have concerns. Donahue replied people can contact Natural Areas staff. She noted one of the challenges of mowing is that it essentially takes green material and lays it down to dry out more quickly. She noted bagging and removing the grass disrupts the nutrient cycle.

Councilmember Canonico commended the work of PFA and noted she saw several engines working near the Environmental Learning Center on her way in. Chief Bergsten noted that was a grass fire that also burned a building.

Councilmember Gutowsky asked about burning irrigation ditches. Chief Bergsten replied the City Ordinance was updated after the Marshall Fire and irrigation ditch burning is restricted within city limits on red flag days.

M) COUNCILMEMBER REPORTS

Councilmember Susan Gutowsky

- Attended the Poudre Fire Authority graduation ceremony at CSU's Alumni Center.
- Participated in the 4th of July parade which had thousands of attendees.
- Attended CSU's Halligan Flow Model and demonstration of what would occur if the reservoir overflowed.
- Attended a session of the Adalante Youth Internship program which involved 24 immigrant students taking an 8-week course to learn about the City.

Councilmember Melanie Potyondy

- Highlighted the Health Homes assessment program which provides radon testing, air quality testing, and efficiency analyses at no cost to homeowners.

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

10. **First Reading of Ordinance No. 118, 2025, Making Supplemental Appropriations, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for Transit Replacement, Enhancement and Maintenance of Assets.**

The purpose of this item is to appropriate unanticipated grant funds.

PUBLIC COMMENT

Rich Stave questioned the priority of the Transfort system. He discussed low ridership and asked if the real issues have been identified.

Adam Hirschhorn stated he utilizes Transfort frequently and stated he has witnessed high ridership, particularly on MAX in the afternoons.

COUNCIL DISCUSSION

Councilmember Ohlson stated he had envisioned the transit component of the 2050 tax to fund more routes and longer operating hours, not as funds to leverage grants. Monica Martinez, Planning, Development, and Transportation Senior Finance Manager, replied the 2050 tax funds are currently the most readily available funds for providing local matches to leverage grants. She noted there are expanding expenses within the transit system and revenues have not grown at the same level. She noted local matches do not have to be appropriated at the time of grant awards; however, they do have to be designated and appropriated at the time of expense, which is why previous years were referenced, and there is not additional revenue from other sources that would allow for that appropriation.

Councilmember Pignataro asked if it is anticipated the 2050 tax dollars will be paid back when other funds are available. Martinez replied reserves are being assessed to determine the ability to pay back the 2050 tax funds.

Councilmember Pignataro stated she also did not envision these types of expenditures for the 2050 tax funds.

City Manager DiMartino noted there will be opportunity for further Council conversation when it considers the Transfort Optimization Study on October 28th.

Mayor Pro Tem Francis moved, seconded by Councilmember Potyondy, to adopt Ordinance No. 118, 2025, Making Supplemental Appropriations, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for Transit Replacement, Enhancement and Maintenance of Assets, on First Reading.

The motion carried 7-0.

O) CONSIDERATION OF ITEMS PLANNED FOR DISCUSSION

The purpose of this item, pursuant to the requirements of the City Charter when presented with an initiative petition certified as sufficient by the City Clerk, is to either:

1. Adopt the proposed ordinance without alteration within 25 business days; or

2. Submit the proposed measure to the registered electors of the City.

*A. First Reading of Ordinance No. 126, 2025, Adopting a Citizen-Initiated Ordinance Regarding Preserving and Establishing the Use for the Entire Former Hughes Stadium Property as a Natural Area. (**Option 1**);*

OR

*B. Resolution 2025-073 Submitting a Citizen-Initiated Ordinance Requiring that the Former Hughes Stadium Property be Used 100% as a City Natural Area to a Vote of the Registered Electors of the City at the Regular Municipal Election on November 4, 2025. (**Option 2**)*

If Council does not adopt the Ordinance, a protest hearing regarding the ballot title may be required before consideration of the Resolution. Under Section 7-156 of the City Code, any registered elector desiring to protest a proposed ballot title or submission clause for any initiated measure must file such a protest with the City Clerk, no later than noon on Monday, July 14, 2025. If a protest is filed, a hearing on the protest will be added to the agenda item and must take place before the Council adopts the Resolution setting the ballot title and submission clause.

STAFF PRESENTATION

Delynn Coldiron, City Clerk, stated the citizen petition related to the Hughes Stadium property was deemed sufficient by the City Clerk's Office. She outlined the process for petition verification and noted over 7,500 signatures were checked as part of this petition with just over 6,300 found to be valid. She stated a sufficiency statement related to the petition was issued on June 25th as only 5,070 signatures were required. The protest period was then open until July 2nd and one was received; however, it was related to campaign finance issues and was ultimately withdrawn.

Coldiron outlined the Council options to either adopt the Ordinance as written without alteration or adopt a Resolution that would place the item on the November ballot. She provided the proposed ballot language should that be the option and noted City Code allows for protests related to ballot titles and ballot submission clauses, and one was received after the protest period which ended yesterday. She noted Council could entertain the requests of that protest if desired.

PUBLIC COMMENT

Rich Stave questioned why the Hughes property issue is so contentious and stated voters should have the opportunity to make the final decision on the issue.

Melissa Rosas, Friends of Hughes Natural Area Petition Representatives, requested Council consider changes to the submission clause ballot language which was published in the agenda. She objected to the use of the word 'modifying,' the order of the words 'acquire' and 'rezone,' and the wording of '100 percent as a City Natural Area' and exclusion of the term 'designate.'

COUNCIL QUESTIONS/DISCUSSION

Mayor Arndt noted the ballot title protest was received after the deadline and requested some clarification from the City Clerk. City Clerk Coldiron stated she told the petitioners initially, and again yesterday, that there was a deadline of noon yesterday to file a protest and stated she would perhaps send a reminder of the Council agenda date and protest deadline earlier in the process in the future. City Attorney Daggett noted it is not incumbent on the City Clerk to provide reminders of the protest deadline dates and noted that in order to file a protest, one would need to look at the resolution being considered by Council, which is what was published with the agenda.

Councilmembers discussed the changes requested by the petitioners and there was consensus regarding the acceptable changes, including keeping the word "modifying" instead of the requested "clarifying," changing the order of words to "rezone, acquire, and use" and stating, "the entire property be designated and used 100% as a City Natural Area."

City Attorney Daggett advised Council that amending the Resolution would require changes in multiple places, including the title.

Councilmembers Pignataro and Canonico and Mayor Arndt supported sending the item to the ballot.

Mayor Pro Tem Francis moved, seconded by Councilmember Pignataro, to adopt Resolution 2025-073 Submitting a Citizen-Initiated Ordinance Requiring that the Former Hughes Stadium Property be Used 100% as a City Natural Area to a Vote of the Registered Electors of the City at the Regular Municipal Election on November 4, 2025, as amended to modify the proposed ballot submission clause to read 'an Ordinance modifying the citizen initiative Ordinance approved by the registered electors in April 2021 which required the City of Fort Collins to rezone, acquire, and use for specified purposes, the approximately 165 acre parcel of real property formerly home to the Hughes Stadium so as to require the property be designated and used 100% as a City Natural Area, and updating the Resolution in the title and Section C.

Mayor Arndt commended the petitioners on their effort and thanked City Clerk Coldiron for the presentation on the signature verification process.

Councilmember Gutowksy also commended the work of the City Clerk's Office.

The motion carried 7-0.

P) RESUMED PUBLIC COMMENT

Q) OTHER BUSINESS

This section has been amended to include Consideration of a Motion to Call a Special Meeting

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

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

OB 2. **Consideration of a Motion to Call a Special Meeting on Tuesday, August 12, 2025:**

Mayor Pro Tem Francis moved, seconded by Councilmember Canonico, that in accordance with Section 2-29 of the City's Municipal Code, I move that Council call a Special Meeting to be held on August 12, 2025, at 300 Laporte Avenue, in Council Chambers, starting at 5:00 p.m., for the purpose of consideration of a motion to go into executive session for legal advice related to federal grants.

The motion carried 7-0.

OB 3. **Consideration of Motion for Executive Session Related to Water in Northeast Fort Collins:**

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

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

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

Colorado Revised Statutes Section 24-6-402(4)(b),

for the purpose of discussing with the City's attorneys and appropriate management staff the following:

1. specific legal questions related to potential litigation related to water service in northeast Fort Collins; and

2. the manner in which the particular policies, practices or regulations of the City related to water service in northeast Fort Collins may be affected by existing or proposed provisions of federal, state or local law.

The motion carried 7-0.

R) ADJOURNMENT

There being no further business before the Council, the meeting was adjourned at 8:58 p.m.

_____
Mayor

ATTEST:

_____
City Clerk

DRAFT

File Attachments for Item:

2. Second Reading of Ordinance No. 117, 2025, Making Supplemental Appropriations from the Colorado Division of Criminal Justice for Restorative Justice Services and Approving the Intergovernmental Grant Agreement with the Colorado Division of Criminal Justice.

This Ordinance, unanimously adopted on First Reading on July 15, 2025, appropriates $35,637 of unanticipated revenue from the Colorado Division of Criminal Justice Juvenile Diversion fund awarded for the period July 1, 2025 – June 30, 2026, to support the Restorative Justice programs in the Neighborhood Services Department in Sustainability Services. Restorative Justice Programs are part of the City’s Conflict Transformation Works team, which also provide mediation services. The program will provide restorative justice services as an accountability option for 35 youth referred from the 8th Judicial District Attorney's Office.

August 19, 2025

AGENDA ITEM SUMMARY
City Council

STAFF

Perrie McMillen, Conflict Transformation Works Manager
Mary-Claire Geiss, Senior Specialist, Restorative Justice
Jo Cech, Fiscal Recovery Manager
Carisa Clinton, Senior Grants Analyst

SUBJECT

Second Reading of Ordinance No. 117, 2025, Making Supplemental Appropriations from the Colorado Division of Criminal Justice for Restorative Justice Services and Approving the Intergovernmental Grant Agreement with the Colorado Division of Criminal Justice.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on July 15, 2025, appropriates $35,637 of unanticipated revenue from the Colorado Division of Criminal Justice Juvenile Diversion fund awarded for the period July 1, 2025 – June 30, 2026, to support the Restorative Justice programs in the Neighborhood Services Department in Sustainability Services. Restorative Justice Programs are part of the City's Conflict Transformation Works team, which also provide mediation services. The program will provide restorative justice services as an accountability option for 35 youth referred from the 8th Judicial District Attorney's Office.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

Restorative Justice Services and its three programs: RESTORE for shoplifting offenses, Restorative Justice Conferencing Program (RJCP) and Reflect Program for all other offenses, have been partially grant-funded since inception in 2000. Since it began, Restorative Justice Services has provided a restorative justice alternative to more than 3,200 young people who committed chargeable offenses in our community. The Council yearly accepts grant funds from the Colorado Division of Criminal Justice to support Restorative Justice Services.

This Colorado Division of Criminal Justice grant helps fund youth referred to the program from the 8th Judicial District Attorney's Office. Restorative Justice is an alternative method of holding a young person accountable by facilitating meeting with the responsible youth, the victim/victim representative, and members of the community to determine the harm done by the crime and how to repair the harm. Criminal Justice Officials are optimistic that by identifying and repairing the harm caused by the crime, repeat offenses by youth will be reduced and the needs and concerns of the victims and affected community will be addressed.

These programs help young people understand how family, friends, victims and community are harmed by their actions and hold them accountable for the harm they caused. The intention is that these young people will make better future decisions and not commit the same or a similar crime again. Reducing future criminal behavior and keeping young people out of the justice system both contribute positively to a safer and healthier community. Addressing the needs and concerns of those harmed by crime and community members also has a positive effect on the overall health and safety of the community. As part of the programs, youth and families are referred to appropriate community resources based on needs identified during program participation.

CITY FINANCIAL IMPACTS

The item appropriates $35,637 to cover personnel costs for the Restorative Justice Specialist and the Conflict Transformation Works Program Assistant for time spent on the Restorative Justice Services program services.

The grant from Colorado Division of Criminal Justice is a reimbursement type grant, meaning General Fund expenses will be reimbursed up to $35,637.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

First Reading attachments available in July 15, 2025, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 117, 2025

ORDINANCE NO. 117, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING SUPPLEMENTAL APPROPRIATIONS FROM THE
COLORADO DIVISION OF CRIMINAL JUSTICE FOR
RESTORATIVE JUSTICE SERVICES AND APPROVING THE
INTERGOVERNMENTAL GRANT AGREEMENT WITH THE
COLORADO DIVISION OF CRIMINAL JUSTICE

A. Restorative Justice Programs within the City operates three programs: RESTORE for shoplifting offenses, the Restorative Justice Conferencing Program and the Reflect Program for all other offenses.

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

C. Since its inception, Restorative Justice Services has provided restorative justice alternatives to more than 3,200 young people who have committed chargeable offenses in our community.

D. Restorative Justice Services has been partially grant-funded since 2000 and has accepted reimbursement-based grant funds on an annual basis from the Colorado Division of Criminal Justice ("CDCJ") to support City Restorative Justice Services programs. The CDJC entered into its current grant agreement with the City in June 2024 (the "IGA"), which is attached hereto as Exhibit A and incorporated herein by reference. The IGA provided the City with $53,428 for the State's 2024-2025 Fiscal Year. The State's 2024-2025 Fiscal Year ran from July 1, 2024 through June 30, 2025.

E. Restorative Justice Services has received an award of $35,637 from the CDCJ Juvenile Diversion fund, through a State of Colorado Grant Modification Option Letter to the IGA (the "2026 Option") for the State's 2025-2026 Fiscal Year. The State's 2025-2026 Fiscal Year runs from July 1, 2025 through June 30, 2026. The 2026 Option is attached hereto as Exhibit B and incorporated herein by reference. The 2026 Option extended the IGA through June 30, 2026. The 2026 Option added a new statement of work to the IGA and added a new budget under the IGA for the amount of $35,637, but otherwise retained the requirements contained in the IGA for the City to expend the funds provided to the City.

F. This funding will allow the City to provide restorative justice services as an accountability option for 35 youth referred from the 8th Judicial District Attorney's Office.

G. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of reducing future criminal behavior and keeping young people out of the justice system, contributing positively to a safer, healthier community. Addressing the needs and concerns of those harmed by crime

and community members also has a positive effect on the overall community health and safety.

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

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

J. 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.

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

L. Section 1-22 of the City Code requires that all intergovernmental agreements or cooperative activities between the City and other governmental entities be submitted to the City Council for review, and any approval thereof shall be by ordinance or resolution of the City Council, subject to certain exceptions. Further, the City is authorized to enter into intergovernmental agreements to provide any function, service, or facility under Article II, Section 16 of the Charter of the City of Fort Collins and C.R.S. § 29-1-203, and City staff recommends approval of the IGA, the 2026 Option, and future similar options under the IGA.

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

Section 1. There is hereby appropriated from new revenue or other funds in the General Fund the sum of THIRTY-FIVE THOUSAND SIX HUNDRED THIRTY-SEVEN DOLLARS ($35,637) to be expended in the General Fund for the Colorado Division of Criminal Justice Restorative Justice Grant.

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

Section 3. The City Council approves the IGA, attached hereto as Exhibit A, as modified by the 2026 Option, attached hereto as Exhibit B. The City Manager, after consultation with the City Attorney, is hereby authorized to take any reasonable action necessary to secure the funds offered to the City through the 2026 Option and any similar options in future years under the IGA.

Introduced, considered favorably on first reading on July 15, 2025, and approved on second reading for final passage on August 19, 2025.

_____
Mayor

ATTEST:

_____
Sr. Deputy City Clerk

Effective Date: August 29, 2025
Approving Attorney: Ted Hewitt

Exhibits: Exhibit A – Grant Award Letter
Exhibit B – State of Colorado Grant Modification Option Letter

Grantee: City of Fort Collins Community Development and Neighborhood Services
Project: Fort Collins Restorative Justice Services DCJ Grant #: 2025-DV-25-30008-08

GRANT AWARD LETTER
(Intergovernmental Grant Agreement)
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Public Safety, Division of Criminal Justice	**DCJ Grant Number** 2025-DV-25-30008-08
Grantee City of Fort Collins	**Federal Unique Entity Identifier (UEI)** VEJ3BS5GK5G1
Grant Issuance Date (Start Date) The later of July 1, 2024 or the date the State Controller or an authorized delegate signs this Grant Letter	**Grant Expiration Date (End Date)** June 30, 2025
Grant Amount State Fiscal Year 2024-2025: $40,428 **Total for all State Fiscal Years: $40,428**	**Grant Authority (State Authority)** The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507. Authority to enter into this Grant exists in the Juvenile Diversion Program, as defined in the Colorado Revised Statute 19-2.5-402.

Grant Description
Funding for the juvenile diversion program/services in the 8th Judicial District.

Grant Purpose
Per Colorado Statute, the goal of diversion is to prevent further involvement of juveniles in the formal justice system (19-2.5-102 (17) C.R.S.). Juvenile diversion programs should be individually designed alternatives to the formal court system for youth between the ages of 10-17 who have been taken into custody for misdemeanor or felony offenses. Diversion programs should concentrate on holding the youth accountable for their behavior while involving them in programs and activities to prevent future criminal and delinquent behavior. This award is a formula grant, and is not competitive.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Grant:

1. Exhibit A1, Sample Option Letter.
2. Exhibit A2, Sample Grant Funding Change Letter
3. Exhibit B, Grant Requirements.
4. Exhibit C, Special Conditions.
5. Exhibit D, Statement of Work.
6. Exhibit E, Budget.

In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit C, Special Conditions.
2. The provisions of the other sections of the main body of this Agreement.
3. Exhibit B, Grant Requirements.
4. Exhibit D, Statement of Work.
5. Exhibit E, Budget.

Grantee: City of Fort Collins Community Development and Neighborhood Services
Project: Fort Collins Restorative Justice Services DCJ Grant #: 2025-DV-25-30008-08

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

STATE OF COLORADO
Jared S. Polis, Governor
Department of Public Safety
Stan Hilkey, Executive Director

DocuSigned by:
Matthew M. Lunn, PhD
8C8341EFA6124C4...

By: Matthew M. Lunn, PhD, Director, Division of Criminal Justice

Date: 06/18/2024 | 11:29:42 AM PDT

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Lyndsay Clelland
363D680603F0405...

By: Lyndsay J. Clelland, Contract and Grant Coordinator, Division of Criminal Justice

Effective Date: 06/18/2024 | 3:40:34 PM MDT

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1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter in accordance with **§16.D**.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or

in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the total reimbursement payable under this Grant Award Letter that corresponds to the Work satisfactorily completed, as determined by the State, less payments previously made. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Budget**" means the budget for the Work described in **Exhibit E, Budget**.

B. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

C. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

D. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.

E. "**Grant Award Letter**" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

F. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

G. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Award Letter.

H. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Award Letter.

I. "**Exhibits**" exhibits and attachments included with this Grant as shown on the first page of this Grant

J. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

K. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

L. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

M. "**Initial Term**" means the time period between the Grant Issuance Date and the Grant Expiration Date.

N. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

O. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

P. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.

Q. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

R. "**Services**" means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

S. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

T. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

U. "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

V. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

W. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a **procurement** relationship. The subcontractor provides goods or services for the benefit of the purchaser.

X. **"Subgrantee"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a **grant** relationship. The beneficiary, not the purchaser, receives

benefit from the work. There may be multiple tiers of subgrantees that do not include procurement transactions.

Y. "**Work**" means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

Z. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of **Exhibit E, Budget**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date.

B. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to and receives approval from the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

C. Close-Out

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as

defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.C**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant then Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that subcontractor or subgrantee.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subgrantees and Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subgrantees or Subcontractors will or may receive the following types of data, Grantee or its Subgrantees or Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns, Subgrantees and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns, Subgrantees and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, Subgrantees and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign, Subgrantees or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subgrantees or Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subgrantees and Subcontractors maintain all insurance customary for the completion of the Work done by that Subgrantee or Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13**.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

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

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than

Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

i. For each fiscal year of the Grant, the State shall issue an updated **Exhibit D, Statement of Work** and **Exhibit E, Budget** by Option Letter substantially equivalent to Exhibit A1, Sample Option Letter each fiscal year (July 1 through June 30). Work shall not begin on a new fiscal year until such an Option Letter is effective. The provisions of the Option Letter shall become part of and be incorporated into this Grant.

ii. The State may, at the State's discretion, issue an updated **Exhibit D, Statement of Work** and **Exhibit E, Budget** by Option Letter substantially equivalent to **Exhibit A1, Sample Option Letter** to reflect changes during the fiscal year. The provisions of the Option Letter shall become part of and be incorporated into this Grant.

iii. Grantee may terminate the grant if the Grantee cannot adhere to the approved **Exhibit D, Statement of Work** and **Exhibit E, Budget** as updated from time to time.

iv. The State may, at the State's discretion, use an Option Letter or Grant Funding Change letter substantially equivalent to **Exhibit A1, Sample Option Letter** or **Exhibit A2, Sample Grant Funding Change Letter** to modify the grant agreement. If exercised, the provisions of the Option Letter or Grant Funding Change Letter shall become part of and be incorporated into the grant agreement.

v. The State may increase or decrease the quantity of goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.

vi. The State may add or delete the goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** as long as the change does not change the overall scope of the approve grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

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

K. Accessibility

Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, *et seq*., C.R.S. Grantee shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at https://www.w3.org/TR/WCAG21/.

Grantee: City of Fort Collins Community Development and Neighborhood Services
Project: Fort Collins Restorative Justice Services DCJ Grant #: 2025-DV-25-30008-08

EXHIBIT A1, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	**Original Agreement Number** Insert CMS number or Other Agreement Number of the Original Contract
Current Agreement Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 Total for All State Fiscal Years $0.00	**Option Agreement Number** Insert CMS number or Other Agreement Number of this Option **Agreement Performance Beginning Date** Month Day, Year **Current Agreement Expiration Date** Month Day, Year

1. **OPTIONS:**
   - A. Option to extend for an Extension Term
   - B. Option to change the quantity of Goods under the Agreement
   - C. Option to change the quantity of Services under the Agreement
   - D. Option to modify Agreement rates
   - E. Option to initiate next phase of the Agreement
2. **REQUIRED PROVISIONS:**
   - A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
   - B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
   - C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
   - D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
   - E. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.
3. **OPTION EFFECTIVE DATE:**
   - F. The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE _____ By: Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:_____ Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval Option Effective Date:_____

Grantee: City of Fort Collins Community Development and Neighborhood Services
Project: Fort Collins Restorative Justice Services DCJ Grant #: 2025-DV-25-30008-08

EXHIBIT A2, GRANT FUNDING CHANGE LETTER

State Agency Insert Department's or IHE's Full Legal Name	**Grant Funding Change Letter Number** Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	**Original Grant Number** Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 Total for All State Fiscal Years $0.00	**Grant Funding Change Letter Contract Number** Insert CMS number or Other Contract Number of this Option **Contract Performance Beginning Date** Month Day, Year **Current Contract Expiration Date** Month Day, Year

1. GRANT FUNDING CHANGE

In accordance with **§Insert Section Number** of the Original Grant referenced above, the State Agency listed above commits the following funds to the grant:

A. The funding available for State Fiscal Year 20xx is Increased/Decreased by $Amount of Change, because Insert Reason For Change.
B. The total funding avail for all State Fiscal Years as of the effective date of this Grant Funding Change Letter is shown as the current contract maximum above.

2. TERMINOLOGY

All terminology used in this Grant Funding Change Letter shall be interpreted in accordance with the Original Grant referenced above.

3. NO ORDER FOR WORK

This Grant Funding Change Letter modifies the available funding only and does not constitute an order or authorization for any specific services or goods under the Grant.

4. GRANT FUNDING CHANGE LETTER EFFECTIVE DATE:

The effective date of this Grant Funding Change Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO
Jared S. Polis, Governor
INSERT-Name of Agency or IHE
INSERT-Name & Title of Head of Agency or IHE

_____
By: Name & Title of Person Signing for Agency or IHE

Date: _____

In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval

Grant Funding Change Letter Effective Date:_____

EXHIBIT B, GRANT REQUIREMENTS

The following terms as used herein shall be construed and interpreted as follows:

1. AUDIT REQUIREMENTS

A. DUE DATE:

I. PROJECT START:

The Grantee must submit the most recent audit or financial review, including the corresponding governance/management letter, to DCJ within thirty (30) days of request; and, if the most recent audit/financial review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the start of this project.

II. PROJECT DURATION AND END:

The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. The audit or financial review incorporating this grant award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the end date of the grant, or within thirty (30) days of the completion of such audit or review, whichever is earlier.

B. REPORT/AUDIT TYPE:

I. If your entity expended $750,000 or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.)

II. **[*NOT APPLICABLE TO SUBGRANTEES AS DEFINED IN §3.DD. "SUBGRANTEE"]*** If your entity expends less than $750,000 in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for either an audit or financial review as follows:

1. Grantees that have revenue greater than $300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit.
2. Grantees that have revenue less than $300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit or financial review. A compilation is not sufficient to satisfy this requirement.

C. REPORT/AUDIT COSTS:

The Grantee accepts responsibility for the costs of a financial program audit to be performed by the Department of Public Safety in the event that the audit report or financial review:

I. does not meet the applicable federal audit or DCJ standards;

II. is not submitted in a timely manner; or,

III. does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

D. FAILURE TO COMPLY:

The grantee understands and agrees that DCJ or the federal awarding office (DOJ) may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements, by the terms of this award, by the current addition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

1. ADDITIONAL REPORTING REQUIREMENTS

In addition to quarterly report requirements these grant funds may have additional report requirements. The additional reports may include, but is not limited to, reporting progress and statistics directly into a federal Performance Management Tool (PMT).

2. FINANCIAL AND ADMINISTRATIVE MANAGEMENT

A. The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.

B. All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.

C. The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice (Guide), located at the Division of Criminal Justice Grants website. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations. In the event of conflicts or inconsistencies between the Guide and any applicable state and federal laws, rules and regulations, such conflicts or inconsistencies shall be resolved by applicable state and federal laws, rules and regulations.

3. PROCUREMENT AND CONTRACTS

A. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the DCJ. Grantee shall submit Form 16 – Professional Services/Consultant Certification and/or Form 13 – Equipment Procurement Certification Form.

B. Grantee may not assign its rights or duties under this grant without the prior written consent of the DCJ.

4. AWARD CHANGE REQUESTS

A. Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Contract for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications as described in the body of the Contract.

Grantee: City of Fort Collins Community Development and Neighborhood Services
Project: Fort Collins Restorative Justice Services DCJ Grant #: 2025-DV-25-30008-08

EXHIBIT C, SPECIAL CONDITIONS

The following program specific requirements are imposed by the State concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to this Agreement and must be passed on to subgrant award recipients.

The following Special Conditions documents, if checked, are incorporated herein.

☒ 2021 State Juvenile Diversion Grant Program Special Conditions

Grantee: City of Fort Collins Community Development and Neighborhood Services
Project: Fort Collins Restorative Justice Services DCJ Grant #: 2025-DV-25-30008-08

EXHIBIT D, STATEMENT OF WORK

The Statement of Work contained within the DocuSign Envelope is incorporated herein.

Grantee: City of Fort Collins Community Development and Neighborhood Services
Project: Fort Collins Restorative Justice Services DCJ Grant #: 2025-DV-25-30008-08

EXHIBIT E, BUDGET

The Budget and Budget Narrative contained within the DocuSign Envelope is incorporated herein.

Grantee: City of Fort Collins Community Development and Neighborhood Services
Project: Fort Collins Restorative Justice Services DCJ Grant #: 2025-DV-25-30008-08

EXHIBIT D – STATEMENT OF WORK

Project Summary

Fort Collins Restorative Justice Services will provide restorative justice services as an accountability option for 65 youth referred from the 8th Judicial District Attorney's Office or from law enforcement in lieu of a summons to the DAs Office. Through the restorative justice process, youth will be held accountable for the harm they caused while being recognized for their positive qualities. Each youth will help develop a contract where they can repair the harm they caused to the people affected by the incident, including their community, family and themselves. The people harmed by the crime and community members will be included in every restorative conference. By completing the program, youth are kept from going further into the justice system.

Project Plan

Restorative Justice Services' philosophy is a theory of justice that emphasizes identifying and repairing the harm caused by crime.

This project will provide Restorative Justice as a diversion option for youth referred from the 8th Judicial District Attorney's Office as well as youth referred from law enforcement in lieu of a summons to the DAs Office.
In restorative justice, the purpose is to respond to the crime by identifying, involving the stakeholders (victim, offender, community), and holding the youth accountable for repairing the harm. The concerns for the youth, the harmed parties and the community are balanced.

Youth are screened at intake for substance abuse (SA) and mental health (MH). When recommended, further assessment and/or treatment become requirements of the diversion program. RJS staff monitor contract completion and have a completion meeting with the responsible youth and their parent/guardian

The contract has 3 primary sections:
Giving back to the victim
Giving back to the community
Giving back to the self and family

To reflect restorative justice philosophy, most contracts include requirements to repair harm to victim and community. There is a minimum requirement of 20 restorative hours for a contract. The contract may contain treatment or supervision requirements; such as: counseling, drug/alcohol assessment or monitoring, participation in classes or programs, school counseling, contact or supervision, support groups, mentoring etc. Each contract is designed for the specific incident and youth. The contract may include requirements from RJ staff based on screening and/or family requests but other contract requirements are determined by the conference participants. Conference participants include: youth responsible for causing harm, their support, harmed persons, their support, community representatives, affected community members and (often) peer community members.

RJS accepts youth (10-17) referred from the 8th Judicial District Attorney's Office or those that are referred in lieu of a summons to the DAs office. Most juveniles are referred pre-file; some are referred post-file especially if a victim requests RJ. RJS staff have a face-to-face intake meeting with the youth and parent/guardian. Decisions about required referrals are made at this point. Screening tools used by the DAs and also by RJS include: ARNA, CRAFFT, GAINSS.

The youth and family are required to comply with what is recommended based on the screening (counseling, further assessment, drug/alcohol monitoring/classes, etc.). RJS works with and refers to many community agencies including: the Center for Family Outreach, the CSU Center for Family and Couples Therapy (CFCT), LifeStance Counseling, Summitstone Health Center, IMatter and others. Families always have the option to use a provider of their choice for mental health services. Insurance is considered in weighing options.

RJS accept youth (10-17) who commit chargeable offenses in our community and are referred by the DAs Office or referred in lieu of a summons. We do not accept sex or DV offenses. For non-shoplifting cases, RJS staff invite the victim/s to participate. If they do not want to participate or have a personal representative participate, the case is sent to the REFLECT Program, which does not require victim involvement but rather trained victim surrogates. The process is voluntary for all participants. The youth must admit to their involvement in the incident. If there is monetary restitution, and the victim provides written verification of this damage, the youth and family must agree to pay it. RJS accepts petty, misdemeanor and felony cases. Most cases referred are misdemeanors and some are felonies. RJS also accepts youth on probation when a new offense is referred in lieu of sending the probationer back to court.

RJS will provide restorative justice conferencing services to 70 youth, their families, and the victims of their crimes. The approach taken is Restorative Justice, an inclusive, accountability-based approach that addresses the needs and concerns of youth who caused harm and their families, the people who were harmed or impacted by the crimes, affected community members as well as the general community. The primary purpose of a restorative justice approach is to identify the harm caused by an incident and to bring affected parties together to find ways to repair the harm. As part of the restorative process, RJS works with juveniles involved in these incidents to be accountable for the harm they caused and also to address the issues underlying their criminal behavior.
Each RJ circle is built based on the needs and what will be of greatest benefit to the primary participants; the responsible youth and the people who were harmed.

For example, an accountability contract can be adjusted and individualized to be accessible and doable for a youth with learning disabilities. RJS attempts to include family members, school support people, peer and adult community members in the circle to assure support and understanding for the youth, in addition to accountability. RJS does the same for participating harmed parties. During the intake process screening is done for mental health issues as well as substance abuse. When identified, addressing these issues becomes part of the requirements for completing the program. They are considered "repairing the harm done to self.

Services:
The services within the program include:

- intake meeting with responsible youth and parent/s including screening for substance abuse and mental health
- resource referrals based on screening results
- preconference meetings with facilitators
- the restorative justice conference (face-to-face meeting with victim, victim support, community members and family)
- accountability contract requirements
- check-ins and availability of staff during contract phase
- one or more follow-up meetings to verify contract compliance and assess how the youth and family have progressed.

RJ staff are always available by phone or in person for questions or concerns. RJS also provides pre-conferencing services and resource referrals for the people harmed by the incident, family members and community members. In house services that support the direct services to youth responsible for harm, the people harmed and the community include: review and assessment of cases, background checks, records maintenance, case management services, volunteer recruitment, training and management, supervision and monitoring of contract compliance, collecting and reporting data, referral assistance for community service, counseling and other support services in the community. In addition, RJS does pre- and post- surveys for each youth and participant satisfaction surveys for victims, community, parents and all other participants. RJ staff also reviews and deliver letters of apology, restitution and other appropriate contract items. RJS trains staff and volunteers to adhere to the RJ Facilitator Code of Conduct and Standards of Training and Practice set forth by the Colorado’s Restorative Justice Coordinating Council and Colorado Coalition of Restorative Justice Directors.

Restorative practices used as part of the programming:

- Restorative Justice Family/Community Conferences
- Youth assets emphasis in circle and contract
- Victim/Community Impact panels
- Meaningful Community Service
- Restitution
- Victim/Community representation in every circle
- Restorative contracts
- Pre-conferencing services
- Completion interviews and contract review
- Restorative language and approach throughout.

Graduated sanctions are built into the system. If a youth re-offends while in the program, RJ staff consult with the DA representative, who determines next steps on a case-by-case basis with input from RJ staff.

If a youth referred by probation re-offends while in the program, the additional sanctions are handled by the Probation Officer. In all cases, staff communicate with the referring agency about the offender's participation in the program, and any completed contract items.

Noncompliance: If a youth does not complete his/her contract by the deadline, we work with the youth and family on the issues that caused noncompliance. Extensions are given for good reason, and support as needed.

Goals & Outcomes

GOAL 1	
Goal 1	To prevent further involvement in the formal justice system for youth who commit crimes in the community.
Objective 1.1	
Objective	Provide Restorative Justice conferencing as a diversion option for 65 youth
Outcome	65 youth will be served. 90% of youth will complete program requirements.
Measurement	Number of youth receiving services during the time period. Percentage of youth who complete vs noncomplete. 90% or more of youth are happy with their experience.
Timeframe	July 1, 2024- June 30, 2025
Objective 1.2	
Objective	Give the victim and community a voice in the restorative justice process.
Outcome	100% of RJ circles include victim and community members and/or representatives and their concerns are considered as part of the process. Victims and community help identify the harm caused by crimes youth commit in our community and provide meaningful ways for the youth to repair the harm done. 95% of victim and community reps are happy with their RJ experience.
Measurement	Case files and participant satisfaction surveys. 100% of RJ conferences will include one or more victim and community representatives.
Timeframe	July 1, 2024- June 30, 2025

Grantee: City of Fort Collins Community Development and Neighborhood Services
Project: Fort Collins Restorative Justice Services DCJ Grant #: 2025-DV-25-30008-08

Exhibit E – Budget

Budget Summary	
Personnel	$ 40,428
Supplies & Operating	$ 0
Travel	$ 0
Equipment	$ 0
Consultants / Contracts	$ 0
Indirect	$ 0
Total	**$ 40,428**

Personnel: Budget & Budget Narrative Details								
Position Title	**Annual Base Salary**	**Annual Base Salary to Be Paid by Diversion Funds**	**% To Be Paid by Diversion Funds**	**Annual Fringe**	**Annual Fringe to Be Paid by Diversion Funds**	**% to Be Paid by Diversion Funds**	**Total Annual Base Salary + Fringe**	**Total Base Salary + Fringe to Be Paid by Diversion Funds**
RJ Sr. Specialist	$ 79,887	$ 32,564	40.76 %	$ 25,057	$ 7,864	31.38 %	$ 104,944	$ 40,428
Budget Narrative and Justification:	This position is the RJ Program Sr. Specialist and is a classified employee; Full time. Job classification is determined by an assessment of the duties. Job duties related to Diversion include: program coordination and case management for all RJ programming, volunteer management and training, Communication with RJ referral sources, updating program procedures as needed, DA intake meetings and other communications, administering mental health screening and making referrals, collaborating with community partners, contacting victims and addressing their needs in the RJ process, assessing all cases to determine best fit, best program and needed resources. Medical: $12,523; Dental: 612; Life 101; LTD 443; FICA 6,111; 401K 5,193; WC 74.							
Personnel Total:	$ 79,887	$ 32,564	40.76 %	$ 25,057	$ 7,864	31.38 %	$ 104,944	$ 40,428

Non-Personnel: Budget & Budget Narrative Details		
Budget Item	**Amount To Be Paid By Grant Funds**	**Budget Narrative and Justification**
SUPPLIES & OPERATING		
Supplies & Operating Total	**$0**	
TRAVEL		
Travel Total	**$0**	
EQUIPMENT		
Equipment Total	**$0**	
CONSULTANTS/CONTRACTS (PROFESSIONAL SERVICES)		
Consultants/Contracts Total	**$0**	
INDIRECT		
Indirect Total	**$0**	
Total Non-Personnel	**$0**	

DocuSign

Certificate Of Completion

Envelope Id: DE62EE885DBC4D1EADBA1308C1C11AC7
Status: Completed
Subject: DCJ Grant Juvenile Diversion 2025-DV-25-30008-08 City of Fort Collins
Source Envelope:
Document Pages: 24
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
OAJJA Grants
700 Kipling St
Lakewood, CO 80215
cdps_dcj_oajjagrants@state.co.us
IP Address: 165.127.87.1

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Security Appliance Status: Connected
Pool: FedRamp

Storage Appliance Status: Connected
Pool: CDPS Contracts and Grants
Location: DocuSign

Signer Events	Signature	Timestamp
Matthew M. Lunn, PhD matthew.lunn@state.co.us Security Level: Email, Account Authentication (None)	DocuSigned by: Matthew M. Lunn, PhD 8C8341EFA6124C4... Signature Adoption: Pre-selected Style Using IP Address: 165.127.87.1	Sent: 6/18/2024 12:12:36 PM Viewed: 6/18/2024 12:29:07 PM Signed: 6/18/2024 12:29:42 PM
Electronic Record and Signature Disclosure: Accepted: 6/18/2024 12:29:07 PM ID: bd91a6da-fbd8-4d50-a52d-06eaa5297af8		
Lyndsay Clelland lyndsay.clelland@state.co.us Contract, Grant and Compliance Coordinator Division of Criminal Justice Security Level: Email, Account Authentication (None)	DocuSigned by: Lyndsay Clelland 363D680603F0405... Signature Adoption: Pre-selected Style Using IP Address: 174.29.130.140	Sent: 6/18/2024 12:29:43 PM Viewed: 6/18/2024 3:40:24 PM Signed: 6/18/2024 3:40:34 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Gary Fugo gary.fugo@state.co.us Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/18/2024 3:40:36 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Kate Ferebee Kate.Ferebee@state.co.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/5/2023 12:36:38 PM ID: a4ce6fe0-5dc1-4316-9e51-12a02feed373	COPIED	Sent: 6/18/2024 3:40:36 PM
Michael Burtis Michael.Burtis@state.co.us Analyst IV DCJ CDPS Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/18/2024 3:40:37 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/18/2024 12:12:36 PM
Certified Delivered	Security Checked	6/18/2024 3:40:24 PM
Signing Complete	Security Checked	6/18/2024 3:40:34 PM
Completed	Security Checked	6/18/2024 3:40:37 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Electronic Record and Signature Disclosure created on: 8/10/2022 3:16:46 PM
Parties agreed to: Matthew M. Lunn, PhD, Kate Ferebee

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CDPS Contracts and Grants (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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To advise CDPS Contracts and Grants of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sarah.white@state.co.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to sarah.white@state.co.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CDPS Contracts and Grants as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CDPS Contracts and Grants during the course of your relationship with CDPS Contracts and Grants.

Grantee: City of Fort Collins Community Development and Neighborhood Services
Project: Restorative Justice Services
Grant #: 2026-DV-26-463-08

State of Colorado Grant Modification

Option Letter

State Agency	**Agreement Performance Beginning Date**
Department of Public Safety, Division of Criminal Justice	July 1, 2024
	Current Agreement Expiration Date
Grantee	June 30, 2026
City of Fort Collins	**Current Agreement Maximum Amount**
Grantee UEI	**Initial Term**
VEJ3BS5GK5G1	State Fiscal Year 2025 $ 53,428
Option Letter Number	**Extension Terms**
02	State Fiscal Year 2026 $ 35,637
Original Agreement Number	
2025-DV-25-30008-08	Total for all State Fiscal Years $ 89,065
Option Agreement Number	
2026-DV-26-463-08	

Options:
Option to add additional Term

Required Provisions:

In accordance with Section(s) **16(D)(i)** of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning **July 1, 2025** and ending on the current agreement expiration date shown above.

The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

A revised Exhibit D, Statement of Work is hereby incorporated into this document and shall replace all other prior Fiscal Year versions.

A revised Exhibit E, Budget is hereby incorporated into this document and shall replace all other prior Fiscal Year versions.

Grantee: City of Fort Collins Community Development and Neighborhood Services
Project: Restorative Justice Services
Grant #: 2026-DV-26-463-08

Option Effective Date:
The effective date of this Option Letter is upon approval of the State Controller.

STATE OF COLORADO
Jared S. Polis, Governor
Department of Public Safety
Stan Hilkey, Executive Director

DocuSigned by:
Matthew M. Lunn Ph.D.
8C8341EFA6124C4...
By: Dr. Matthew M. Lunn, PhD
Director, Division of Criminal Justice

Date: 06/25/2025 | 8:23:19 AM PDT

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Lyndsay Clelland
303D000003F0405...
By: Lyndsay J. Clelland
Grant Coordinator, Division of Criminal Justice

Amendment Effective Date: 06/25/2025 | 10:35:36 AM

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated by the State Controller or an authorized delegate.

Grantee: City of Fort Collins - Conflict Transformation Works
Project: Restorative Justice Services
Grant #: 2026-DV-26-463-08

EXHIBIT D, STATEMENT OF WORK

Project Summary

Fort Collins Conflict Transformation Works will provide restorative justice services as an accountability option for 35 youth referred from the 8th Judicial District Attorney's Office. Through the restorative justice process, youth will be held accountable for the harm caused while being recognized for their positive qualities. Each youth will help develop a contract where they can repair the harm they caused to the people affected by the incident, including their community, family and themselves. The people harmed by the crime and community members will be included in every restorative conference. By completing the program, youth are kept from going further into the justice system.

Project Plan

This project will provide Restorative Justice as a diversion option for youth referred from the 8th Judicial District Attorney's Office. In restorative justice, the purpose is to respond to the crime by identifying the harm caused, involving the people who were impacted and holding the youth accountable for repairing the harm. The concerns for the youth, the harmed parties and the community are balanced. In this project there is a strong emphasis on identifying and recognizing a responsible youth's strengths, making this part of the assessment and discussion at all parts of the program.

Most juveniles are referred pre-file; some are referred post-file.

Youth are screened at intake for substance abuse (SA) and mental health (MH). When recommended, further assessment and/or treatment become requirements of the program. CTW staff monitor contract completion and have a completion meeting with the responsible youth and their support people. The contract has 3 primary sections: Giving back to the victim (harmed persons), Giving back to the community, Giving back to the self and family. There is a minimum requirement of 20 restorative hours for a contract. The contract may contain treatment or supervision requirements such as: counseling, drug/alcohol assessment or monitoring, participation in classes or programs, school counseling, contact or supervision, support groups, mentoring etc. Each contract is designed for the specific incident and youth. The contract may include requirements from CTW staff based on screening and/or family requests but other contract requirements are determined by the conference participants.

Conference participants include: youth responsible for causing harm, their support, harmed persons, their support, community representatives, affected community members and (often) peer community members. CTW staff have a face-to-face intake meeting with the youth and support. Decisions about required referrals are made at this point. Screening tools used by the DAs and also by RJS include: ARNA, CRAFFT, GAINSS. The youth and family are required to comply with what is recommended based on the screening (counseling, further assessment, drug/alcohol monitoring/classes, etc.).

CTW works with and refers to many community agencies including: the Center for Family Outreach, the CSU Center for Family and Couples Therapy (CFCT), LifeStance Counseling, Summitstone Health Center, IMatter and others. Families always have the option to use a provider of their choice for mental health services. Insurance is considered in weighing options.

For non-shoplifting cases, CTW staff invite the victim (harmed persons) to participate. If they do not want to participate or have a personal representative participate, the case is sent to the REFLECT Program, which uses trained victim surrogates.

Grantee: City of Fort Collins - Conflict Transformation Works
Project: Restorative Justice Services
Grant #: 2026-DV-26-463-08

The process is voluntary for all participants. The youth must admit to their involvement in the incident. If there is monetary restitution, and the victim provides written verification of this damage, the youth and family must agree to pay it.

CTW accepts petty, misdemeanor and felony cases. Most cases referred are misdemeanors and some are felonies. RJS also accepts youth on probation when a new offense is referred in lieu of sending the probationer back to court.

Each RJ circle is built based on the needs and what will be of greatest benefit to the primary participants; the responsible youth and the people who were harmed. For example, an accountability contract can be adjusted and individualized to be accessible and doable for a youth with learning disabilities. CTW includes family members, school support people, peer and adult community members in the circle to assure support and understanding for the youth, in addition to accountability. CTW does the same for participating harmed parties.

CTW works on cultural, developmental and gender appropriateness by building every RJ circle individually, including the youth, family and harmed person in deciding who should be part of the circle. Youth and their support people also have choice in determining how the youth can repair harm, what service the youth chooses to do to give back to the community. The CTW programs have a very strong emphasis on the youth's strengths, making this part of the assessment and discussion at all parts of the program: intake, pre-conference, conference, contract development and completion circle.

During the intake process screening is done for mental health issues as well as substance abuse. When identified, addressing these issues becomes part of the requirements for completing the program. They are considered "repairing the harm to self."

Services: The services within the program include:
• intake meeting with responsible youth and parent/s including screening for substance abuse and mental health
• resource referrals based on screening results
• preconference meetings with facilitators
• the restorative justice conference (face-to-face meeting with victim, victim support, community members and family)
• accountability contract requirements
• check-ins and availability of staff during contract phase
• one or more follow-up meetings to verify contract compliance and assess how the youth and family have progressed.
• contact and relationship opportunities with community volunteers
• CTW staff are always available by phone or in person for questions or concerns.
• CTW provides pre-conferencing services and resource referrals for the people harmed by the incident, family members and community members.

In house services that support the direct services to youth responsible for harm, the people harmed and the community include: review and assessment of cases, background checks, records maintenance, case management services, volunteer recruitment, training and management, supervision and monitoring of contract compliance, collecting and reporting data, referral assistance for community service, counseling and other support services in the community.

In addition, CTW does pre and post surveys for each youth and participant satisfaction surveys for victims, community, parents and all other participants. CTW staff also reviews and delivers letters of apology, restitution and other

appropriate contract items.

CTW trains staff and volunteers to adhere to the RJ Facilitator Code of Conduct and Standards of Training and Practice set forth by the Colorado's Restorative Justice Coordinating Council and Colorado Coalition of Restorative Justice Directors. Restorative practices used as part of the programming: , Restorative Justice Family/Community Conferences , Youth assets emphasis in circle and contract , Victim/Community Impact panels , Meaningful Community Service , Restitution , Victim/Community representation in every circle , Restorative contracts , Pre-conferencing services , Completion interviews and contract review , Restorative language and approach throughout.

Graduated sanctions are built into the system we work with.
• If a youth re-offends while in the program, RJ staff consult with the DA representative, who determines next steps on a case-by-case basis with input from RJ staff.
• If a youth referred by probation re-offends while in the program, the additional sanctions are handled by the Probation Officer.
• In all cases, we communicate with the referring agency about the youth's participation in the program, and any completed contract items.

Noncompliance: If a youth does not complete his/her contract by the deadline, we work with the youth and family on the issues that caused noncompliance. Extensions are given for good reason, and support as needed. If the youth continues to be noncompliant, we refer them back to the DAs office, who determines next steps on a case-by-case basis with input from RJ staff.

Goals and Objectives

Goal 1: To prevent further involvement in the formal justice system for youth who commit crimes in our community.

- Objective 1.1
  - Objective: Provide Restorative Justice conferencing as a diversion option for 35 youth
  - Outcome: 35 youth will be served. 90% of youth will complete program requirements.
  - Measurement: Number of youth receiving services during the time period. Percentage of youth who complete vs noncomplete. 90% or more of youth are happy with their experience.
  - Timeline: 7/1/2025-6/30/2026

- Objective 1.2
  - Objective: Provide the opportunity for victim and community to have a voice in the restorative justice process.
    Outcome: 100% of RJ circles include victim and community members and/or representatives and their concerns are considered as part of the process. Victims and community help identify the harm caused by crimes youth commit in our community and provide meaningful ways for the youth to repair the harm done.
    95% of victim and community reps are happy with their RJ experience.
  - Measurement: Case files and participant satisfaction surveys.
    100% of RJ conferences will include one or more victim and community representatives.
  - Timeline: 7/1/2025-6/30/2026

Grantee: City of Fort Collins - Conflict Transformation Works
Project: Restorative Justice Services
Grant #: 2026-DV-26-463-08

EXHIBIT E, BUDGET

Personnel

Position Title: Restorative Justice Specialist
Name: Mary-Claire Geiss
Total # hours per week: 40

	Base Pay	**% Paid by Grant**	**Amount Paid by Grant Funds**
Salary	$ 82,683	27%	$ 22,324.41
Fringe/Benefits	$ 24,861	24%	$ 5,966.64
Subtotal	$ 107,544		$ 28,291.05
Additional funding for position	City of Fort Collins		
Narrative	This position is the RJ Program Sr. Specialist and is a classified employee; Full time. Job classification is determined by an assessment of the duties. Job duties related to Diversion include: program coordination and case management for all RJ programming, volunteer management and training, Communication with RJ referral sources, updating program procedures as needed, DA intake meetings and other communications, administering mental health screening and making referrals, collaborating with community partners, contacting victims and addressing their needs in the RJ process, assessing all cases to determine best fit, best program and needed resources. Benefits include: Medical: $12,443; Dental: 608; Life 100; LTD 406; FICA 6,072; 401K 5,159; WC 73.		

Position Title: CTW Program Assistant
Name: Laurie Linam
Total # hours per week: 25

	Base Pay	**% Paid by Grant**	**Amount Paid by Grant Funds**
Salary	$ 51,480	14%	$ 7,207.20
Fringe/Benefits	$ 4,616	3%	$ 138.48
Subtotal	$ 56,096		$ 7,345.68

Grantee: City of Fort Collins - Conflict Transformation Works
Project: Restorative Justice Services
Grant #: 2026-DV-26-463-08

Additional funding for position	City of Fort Collins
Narrative	This position is the CTW Program Assistant. It is a part-time hourly position serving the CTW programs. The classification is determined by an assessment of the duties. This position assists program specialists with case management responsibilities. Job duties related to Diversion include: data entry and case management support for all RJ programming; conducting intake meetings with DA referrals and families; corresponding through email and phone with referral partners and program participants; facilitating restorative justice circles as needed; administering mental health screening and making referrals. This job is part-time with limited benefits. Benefits are FICA and Workman's Comp at 9% of salary.

Personnel Subtotal: $ 35,636.73

Supplies and Operating

Item	Amount	Budget Narrative

Supplies and Operating Subtotal: $0.00

Travel

Item	Amount	Budget Narrative

Travel Subtotal: $ 0

Equipment

Item	# of Items Charged to Grant	Unit Cost	Amount	Budget Narrative

Equipment Subtotal: $ 0

Consultants / Contracts

Name	Amount	Budget Narrative

Consultants / Contracts Subtotal: $ 0

Indirect

Effective Date	Expiration Date	Amount	Budget Narrative

Indirect Subtotal: $ 0

Grantee: City of Fort Collins - Conflict Transformation Works
Project: Restorative Justice Services
Grant #: 2026-DV-26-463-08

Overall Budget Summary

	Funding Request
Personnel	$ 35,636.73
Supplies and Operating	$ 0
Travel	$ 0
Equipment	$ 0
Consultants / Contracts	$ 0
Subgrants	$ 0
Indirect Costs	$ 0
Total	$ 35,637

Certificate Of Completion

Envelope Id: DA8CA277-B0E2-4FE1-8610-559E258C512F
Status: Completed
Subject: 2026-DV-26-463-08 - 2026 Diversion - City of Fort Collins - Conflict Transformation Works
Source Envelope:
Document Pages: 8
Signatures: 2
Envelope Originator:
Certificate Pages: 5
Initials: 0
OAJJA Grants
AutoNav: Enabled
700 Kipling St
EnvelopeId Stamping: Enabled
Lakewood, CO 80215
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
cdps_dcj_oajjagrants@state.co.us
IP Address: 165.127.87.1

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Status: Original
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Location: DocuSign
Security Appliance Status: Connected
Pool: FedRamp
Storage Appliance Status: Connected
Pool: CDPS Contracts and Grants
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Signer Events	Signature	Timestamp
Matthew M. Lunn Ph.D. Matthew.lunn@state.co.us Security Level: Email, Account Authentication (None)	DocuSigned by: Matthew M. Lunn Ph.D. 8C8341EFA6124C4... Signature Adoption: Pre-selected Style Using IP Address: 165.127.87.1	Sent: 6/25/2025 8:58:52 AM Viewed: 6/25/2025 9:23:03 AM Signed: 6/25/2025 9:23:19 AM
Electronic Record and Signature Disclosure: Accepted: 6/25/2025 9:23:03 AM ID: 92a4aff4-7e35-4256-99b8-f68c2bf14868		
Lyndsay Clelland lyndsay.clelland@state.co.us Contract, Grant and Compliance Coordinator Division of Criminal Justice Security Level: Email, Account Authentication (None)	DocuSigned by: Lyndsay Clelland 363D680603F0405... Signature Adoption: Pre-selected Style Using IP Address: 174.16.157.76	Sent: 6/25/2025 9:23:20 AM Viewed: 6/25/2025 10:24:59 AM Signed: 6/25/2025 10:35:36 AM
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Kinsey Garrett kinsey.garrett@state.co.us Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/25/2025 10:35:37 AM
Electronic Record and Signature Disclosure: Accepted: 2/13/2025 9:00:59 AM ID: 7c15a595-b4a6-4f0b-ac05-bc85b178243e		

Carbon Copy Events	Status	Timestamp
Kate Ferebee Kate.Ferebee@state.co.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/5/2023 12:36:38 PM ID: a4ce6fe0-5dc1-4316-9e51-12a02feed373	COPIED	Sent: 6/25/2025 10:35:37 AM
DCJ GMS dcjgms@state.co.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/14/2024 10:14:04 AM ID: c36f597f-bb29-4102-b870-1674cfd2acdb	COPIED	Sent: 6/25/2025 10:35:38 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/25/2025 8:58:53 AM
Certified Delivered	Security Checked	6/25/2025 10:24:59 AM
Signing Complete	Security Checked	6/25/2025 10:35:36 AM
Completed	Security Checked	6/25/2025 10:35:38 AM

Payment Events	Status	Timestamps

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Electronic Record and Signature Disclosure created on: 8/10/2022 3:16:46 PM
Parties agreed to: Matthew M. Lunn Ph.D., Kinsey Garrett, Kate Ferebee, DCJ GMS

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CDPS Contracts and Grants as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CDPS Contracts and Grants during the course of your relationship with CDPS Contracts and Grants.

File Attachments for Item:

3. Second Reading of Ordinance No. 118, 2025, Making Supplemental Appropriations, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for Transit Replacement, Enhancement and Maintenance of Assets.

This Ordinance, unanimously adopted on First Reading on July 15, 2025, appropriates unanticipated grant funds.

August 19, 2025

AGENDA ITEM SUMMARY
City Council

STAFF

Monica Martinez, Finance Manager, PDT
Annabelle Phillips, Assistant Director, Transfort

SUBJECT

Second Reading of Ordinance No. 118, 2025, Making Supplemental Appropriations, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for Transit Replacement, Enhancement and Maintenance of Assets.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on July 15, 2025, appropriates unanticipated grant funds.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

FEDERAL FUNDS

The Federal Transit Administration (FTA) awarded Transfort Fiscal Year (FY) 2025 5339 and 5307 Federal Formula Funds. These funds were previously scheduled via BFO for appropriation in 2026. Staff now requests appropriation of this funding in 2025 as awards are available and can be used to initiate projects this year, including general maintenance, a passenger survey, and exterior lighting at the Transfort Maintenance Facility. In future BFO cycles, staff will lag operational grant budgets by a year but appropriate all other grant budgets in line with the current City fiscal year. Both grants require a local match, which will be funded using a transfer from the Transit System portion of the 2050 Tax Parks Rec Transit OCF Fund to the Transit Services Fund. Transfort operates federal formula grants like these under pre-award authority.

- **5339 Federal Formula Funds:** can be used for capital repair, replacement and enhancement of assets related to rolling stock, facilities and technology.
  - Fiscal Year 2025 5339: $329,072 federal grant funds, $82,268 local match funds
- **5307 Federal Formula Funds (capital portion):** funds can be used to maintain and replace capital assets as well as for transit planning and design projects.
  - Fiscal Year 2025 5307: $400,000 federal grant funds, $100,000 local match funds.

CITY FINANCIAL IMPACTS

All local match amounts will be funded using a transfer from the Transit System portion of the 2050 Tax Parks Rec Transit OCF Fund to the Transit Services Fund.

Funds to be Appropriated	Grant Amount	Local Match Amount
5339 Fiscal Year 2025	$329,072	$82,268
5307 Fiscal Year 2025	$400,000	$100,000
Total	**$729,072**	**$182,268**

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

First Reading attachments available in July 15, 2025, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 118, 2025

ORDINANCE NO. 118, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING SUPPLEMENTAL APPROPRIATIONS,
APPROPRIATING PRIOR YEAR RESERVES AND AUTHORIZING
TRANSFERS OF APPROPRIATIONS FOR TRANSIT
REPLACEMENT, ENHANCEMENT AND MAINTENANCE OF
ASSETS

A. The Federal Transit Administration (FTA) awarded Transfort $329,072 in Fiscal Year 2025 (FY25) 5339 Federal Formula Funds (5339 grant) to be used for capital repair, replacement and enhancement of assets related to rolling stock, facilities and technology, and $400,000 in FY25 5307 Federal Formula Funds (5307 grant) to be used to maintain and replace capital assets as well as for transit planning and design projects.

B. Both of these grants were previously scheduled for appropriation in 2026 as part of the City's Budgeting for Outcomes Process; however, these awards are now available and can be used to initiate Transfort projects in 2025.

C. The City will utilize these funds to provide for general concrete maintenance, a passenger survey, and exterior lighting at the Transfort Maintenance Facility.

D. The FY25 5339 grant requires a local match of $82,268, and the FY25 5307 grant requires a local match of $100,000.

E. The local match for both grants will be funded using the transit system line item of the 2050 Tax Parks Rec Transit OCF Fund.

F. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of supporting the essential transportation services that many transit dependent members of the community rely on to get to and from work, buy groceries and other essentials, to receive medical care, and to care for family and friends.

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

H. The City Manager has recommended the appropriation described herein and determined that the funds to be appropriated are available and previously unappropriated from the Transit Services Fund and that this appropriation will not cause the total amount appropriated in the Transit Services Fund to exceed the current estimate

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

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

J. The City Manager has recommended the appropriation described herein and determined that the funds to be appropriated are available and previously unappropriated from the 2050 Tax Parks Rec Transit OCF Fund and that this appropriation will not cause the total amount appropriated in the 2050 Tax Parks Rec Transit OCF Fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in this Fund during this fiscal year.

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 $182,268 from the 2050 Tax Parks Rec Transit OCF Fund to the Transit Services Fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

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

N. The City Council wishes to designate the appropriation herein for the Federal Transit Authority 5339 and 5307 Grants and Local Grant Match as an appropriation that shall not lapse until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant.

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

Section 1. There is hereby appropriated from new revenue or other funds in the Transit Services Fund the sum of SEVEN HUNDRED TWENTY-NINE THOUSAND SEVENTY-TWO DOLLARS ($729,072) to be expended in the Transit Services Fund for Transit Replacement, Enhancement and Maintenance of Assets.

Section 2. There is hereby appropriated from prior year reserves in the 2050 Tax Parks Rec Transit OCF Fund the sum of ONE HUNDRED EIGHT-TWO THOUSAND TWO HUNDRED SIXTY-EIGHT DOLLARS ($182,268) to be expended in the 2050 Tax Parks Rec Transit OCF Fund for transfer to the Transit Services Fund to be expended therein for Local Grant Match for Transit Services Fund for Transit Replacement, Enhancement and Maintenance of Assets.

Section 3. The appropriation herein for Federal Transit Authority 5339 and 5307 Grants and Local Grant Match 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 July 15, 2025, and approved on second reading for final passage on August 19, 2025.

_____
Mayor

ATTEST:

_____
Sr. Deputy City Clerk

Effective Date: August 29, 2025
Approving Attorney: Stefanie Boster and Madelene Shehan

Exhibit: None

File Attachments for Item:

4. Second Reading of Ordinance No. 119, 2025, Making Supplemental Appropriations, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for Transit Operations and Services and Bus Replacement.

This Ordinance, unanimously adopted on First Reading on July 15, 2025, appropriates unanticipated grant funds and transfers previously appropriated grant funds per updated Federal Transit Authority Grant Award Amounts.

August 19, 2025

AGENDA ITEM SUMMARY
City Council

STAFF

Monica Martinez, Finance Manager, PDT
Annabelle Phillips, Assistant Director, Transfort

SUBJECT

Second Reading of Ordinance No. 119, 2025, Making Supplemental Appropriations, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for Transit Operations and Services and Bus Replacement.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on July 15, 2025, appropriates unanticipated grant funds and transfers previously appropriated grant funds per updated Federal Transit Authority Grant Award Amounts.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

FEDERAL FUNDS

The timing of annual federal apportionments from the Federal Transit Administration (FTA) to Transfort requires that federal funding amounts used in the City's budget process be forecasted amounts based on historical federal apportionments. Official annual apportionments are released each spring by theFTA, and Transfort staff has identified annual budget revisions as an opportunity to update forecasted amounts to updated apportionment amounts, which will improve grant tracking and reporting. Until funds are fully expended, additional reconciliation may be required as actual use of funds can result in different match rates.

- **5310 Federal Formula Funds (5310 funds):** 5310 funds are received annually by Transfort from the FTA to be used exclusively for projects that benefit seniors and individuals with disabilities. These funds require local matching funds in the amounts set out below, which will be funded using a transfer from the Transit System portion of the 2050 Tax Park Rec Transit OCF Fund to the Transit Services Fund.
    - Fiscal Year 2020 5310: $37,153 federal grant funds, $45,389 local match funds
    - Fiscal Year 2022 5310: $73,000 federal grant funds, $51,266 local match funds
    - Fiscal Year 2023 5310: no additional federal grant funds, $55,303 local match funds
    - Fiscal Year 2024 5310: $43,822 federal grant funds, $12,221

- **5337 Federal Formula Funds:** This is a new federal funding source as of 2023 dedicated to maintaining the MAX fixed guideway in a state of good repair. This includes projects which replace and/or repair rolling stock, structures, signals and communications, passenger stations and terminals, security equipment and systems, and maintenance facilities and equipment. Additional local match dollars will be funded by transferring the 2050 Tax Parks Rec Transit OCF Fund to the Transit Services Fund.
  - Fiscal Year 2023 5337: $613,739 federal grant funds, $153,435 local match funds.
- **Community Capital Improvement Funds:** funding for bus replacement was designated during the prior CCIP cycle. This is not an appropriation of new funds but a transfer of funds into the Transit Fund from the CCIP Fund. These funds will be used as local match for grant funds received for bus purchases.
  - CCIP: $500,000

CITY FINANCIAL IMPACTS

Funds to be Appropriated	Grant Amount	Local Amount
5310 Fiscal Year 2020	$37,153	$45,389
5310 Fiscal Year 2022	$73,000	$51,266
5310 Fiscal Year 2023	$0	$55,303
5310 Fiscal Year 2024	$43,822	$12,221
5337 Fiscal Year 2023	$613,739	$153,435
CCIP Bus Replacement	$0	$500,000
Total	**$767,714**	**$817,614**

The $767,714 being appropriated in the Ordinance will be received in 2025.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

First Reading attachments available in July 15, 2025, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 119, 2025

ORDINANCE NO. 119, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING SUPPLEMENTAL APPROPRIATIONS,
APPROPRIATING PRIOR YEAR RESERVES AND AUTHORIZING
TRANSFERS OF APPROPRIATIONS FOR TRANSIT
OPERATIONS AND SERVICES AND BUS REPLACEMENT

A. The City's budget process requires that revenue be projected up to three years in advance of actual receipt of revenue.

B. Transfort's budgeting process directs that annual Federal Transit Administration ("FTA") grant amounts be projected using estimates based on historical federal apportionments, anticipated trends, or anticipated changes to the federal funding bill.

C. Specific confirmed amounts for each grant typically do not become available until the spring of the award year.

D. As a result of this timing, Transfort must complete a yearly reconciliation process that appropriates confirmed award amounts for grants used to reimburse the City's fiscal year's expenses. With regard to these FTA grants, the City typically allocates the funds before it executes the grant agreements.

E. Transfort staff has identified annual budget revisions as an opportunity to update forecasted amounts to final apportionment amounts, which will improve grant tracking and reporting. Until funds are fully expended, additional reconciliation may be required as actual use of funds can result in different match rates. All additional local match dollars will funded by the 2050 Transit Services Fund.

F. This Ordinance reappropriates unused grant funds for the enhanced mobility of seniors and individuals with disabilities ("5310 Federal Formula Funds") which can be used exclusively for projects that benefit seniors and individuals with disabilities into non-lapsing business units for fiscal years as follows:

- Fiscal Year 2020 5310: $37,153 federal grant funds, $45,389 local match funds;
- Fiscal Year 2022 5310: $73,000 federal grant funds, $51,266 local match funds;
- Fiscal Year 2023 5310: no additional federal grant funds, $55,303 local match funds; and
- Fiscal Year 2024 5310: $43,822 federal grant funds, $12,221 local match funds.

G. This supplemental appropriation also updates award amounts for a Federal State of Good Repair Formula Funds ("5337 Federal Formula Funds"), which is a new federal funding source as of 2023 dedicated to maintaining the MAX fixed guideway in a state of good repair including projects which replace and repair rolling stock, structures,

signals and communications, passenger stations and terminals, security equipment and systems, and maintenance facilities and equipment.

H. This Ordinance transfers $500,000 from the Community Capital Improvement Project ("CCIP") Fund into the Transit Fund to be used as local match for grant funds received for bus purchases.

I. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of supporting the essential transportation services that many transit dependent members of the community rely on to get to and from work, buy groceries and other essentials, to receive medical care, and to care for family and friends.

J. 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.

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

L. 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.

M. The City Manager has recommended the appropriation described herein and determined that the funds to be appropriated are available and previously unappropriated from the 2050 Tax Parks Rec Transit OCF Fund and the Community Capital Improvement Project Fund and that this appropriation will not cause the total amount appropriated in the 2050 Tax Parks Rec Transit OCF Fund and The Community Capital Improvement Project 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.

N. 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.

O. The City Manager has recommended the transfer of $317,614 from the 2050 Tax Parks Rec Transit OCF Fund to the Transit Services Fund and $500,000 Community Capital Improvement Project Fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

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

Q. The City Council wishes to designate the appropriation herein for Federal Transit Administration 5310 and 5337 Grant as an appropriation that shall not lapse until the earlier of the expiration of the grant.

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

Section 1. There is hereby appropriated from new revenue or other funds in the Transit Services Fund the sum of SEVEN HUNDRED SIXTY-SEVEN THOUSAND SEVEN HUNDRED FOURTEEN DOLLARS ($767,714) to be expended in the Transit Services Fund for Transit Operations and Services.

Section 2. There is hereby appropriated from prior year reserves in the 2050 Tax Parks Rec Transit OCF Fund the sum of THREE HUNDRED SEVENTEEN THOUSAND SIX HUNDRED FOURTEEN DOLLARS ($317,614) for transfer to the Transit Services fund to be expended therein for the local grant match for Transit Operations and Services.

Section 3. There is hereby appropriated from prior year reserves in the Community Capital Improvement Project Fund the sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000) for transfer to the Transit Services fund to be expended therein for the local grant match for Transit Bus Replacement.

Section 4. The appropriation herein for the Federal Transit Authority Grants 5310 and 5337 for Transit Operations and Services and Bus Replacement 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 grants.

Introduced, considered favorably on first reading on July 15, 2025, and approved on second reading for final passage on August 19, 2025.

_____
Mayor

ATTEST:

_____
Sr. Deputy City Clerk

Effective Date: August 29, 2025
Approving Attorney: Stefanie Boster and Madelene Shehan

Exhibit: None

File Attachments for Item:

5. Second Reading of Ordinance No. 120, 2025, Making a Supplemental Appropriation, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for Transfort Maintenance Facility Upgrades and Related Art in Public Places.

This Ordinance, unanimously adopted on First Reading on July 15, 2025, appropriates unanticipated grant funds.

August 19, 2025

AGENDA ITEM SUMMARY
City Council

STAFF

Monica Martinez, Finance Manager, PDT
Annabelle Phillips, Assistant Director, Transfort

SUBJECT

Second Reading of Ordinance No. 120, 2025, Making a Supplemental Appropriation, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for Transfort Maintenance Facility Upgrades and Related Art in Public Places.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on July 15, 2025, appropriates unanticipated grant funds.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

Transfort applied for and was awarded $1,500,000 in Fiscal Year 2023 grant funding through the Federal Transit Administration's Community Project Funding/Congressionally Directed Spending Program to partially fund and support critical upgrades and repairs to the Transfort Maintenance Facility. This grant requires a local match of $375,000, which will be met through a transfer of the Transit System portion of the 2050 Tax Parks Rec Transit OCF Fund to the Transit Services Fund. The awarded and matching funds will be used in 2025 for the Transit Maintenance Facility Upgrades Project including HVAC and electrical updates, gas detection system, and garage door replacements.

CITY FINANCIAL IMPACTS

The local match amount of $375, 000 will be funded using 2050 Tax Parks Rec Transit OCF Fund reserves. The APP program contribution will be $3,750 and will be appropriated from the same fund.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

First Reading attachments available in July 15, 2025, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 120, 2025

ORDINANCE NO. 120, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING SUPPLEMENTAL APPROPRIATION, APPROPRIATING PRIOR YEAR RESERVES AND AUTHORIZING TRANSFERS OF APPROPRIATIONS FOR TRANSFORT MAINTENANCE FACILITY UPGRADES AND RELATED ART IN PUBLIC PLACES

A. The Federal Transit Administration ("FTA") awarded Transfort $1,500,000 in Fiscal Year 2023 grant funding through the Community Project Funding/Congressionally Directed Spending Program to partially fund and support critical upgrades and repairs to the Transfort Maintenance Facility.

B. The City will utilize these funds for upgrades to the Transit Maintenance Facility in 2025, including HVAC and electrical updates, gas detection system, and garage door replacements.

C. This grant requires a local match of $375,000, which will be funded using a transfer from the transit system line item of the 2050 Tax Parks Rec Transit OCF Fund to the Transit Services Fund.

D. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of supporting the essential transportation services that many transit dependent members of the community rely on to get to and from work, buy groceries and other essentials, to receive medical care, and to care for family and friends.

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

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

G. 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.

H. The City Manager has recommended the appropriation described herein and determined that the funds to be appropriated are available and previously unappropriated from the 2050 Tax Parks Rec Transit OCF Fund and that this appropriation will not cause the total amount appropriated in the 2050 Tax Parks Rec Transit OCF Fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in this Fund during this fiscal year.

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

J. The City Manager has recommended the transfer of $375,000 from the 2050 Tax Parks Rec Transit OCF Fund to the Transit Services Fund and $3,750 From the Transit Services Fund to the Cultural Services and Facilities Fund determined that the purpose for which the transferred funds are to be expended remains unchanged.

K. 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 until the earlier of the expiration of the federal, state or private grant or donation or the City's expenditure of all funds received from such grant or donation.

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

M. The grant funds appropriated in this Ordinance for the Project are ineligible for use in the APP Program due to restrictions placed on them by the Federal Government, the source of these funds.

N. The total project cost of $375,000 has been used to calculate the contribution to the APP program.

O. The amount to be contributed in this Ordinance will be $3,750.

P. The City Council wishes to designate the appropriation herein for the Transfort Maintenance Facility Upgrades Project as an appropriation that shall not lapse until the earlier of the expiration of the grant (or donation) or the City's expenditure of all funds received from such grant (or donation).

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

Section 1. There is hereby appropriated from new revenue or other funds in the Transit Services Fund the sum of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS ($1,500,000) to be expended in the Transit Services Fund for the Transfort Maintenance Facility Upgrades Project.

Section 2. There is hereby appropriated from prior year reserves in the 2050 Tax Parks Rec Transit OCF Fund the sum of THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($375,000) to be expended in the 2050 Tax Parks Rec Transit OCF Fund for transfer to the Transit Services Fund to expended therein for the Transfort Maintenance Facility Upgrades Project.

Section 3. The unexpended and unencumbered appropriated amount of TWO THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS ($2,925) in the Transit Services Fund is hereby authorized for transfer to the Cultural Services and Facilities Fund and appropriated and expended therein to fund art projects under the APP Program.

Section 4. The unexpended and unencumbered appropriated amount of SEVEN HUNDRED NINETY-FIVE DOLLARS ($750) in the Transit Services Fund is hereby authorized for transfer to the Cultural Services and Facilities Fund and appropriated and expended therein for the operation costs of the APP Program.

Section 5. The unexpended and unencumbered appropriated amount of SEVENTY-FIVE DOLLARS ($75) in the Transit Services Fund is hereby authorized for transfer to the Cultural Services and Facilities Fund and appropriated and expended therein for the maintenance costs of the APP Program.

Section 6. The appropriation herein for the Transfort Maintenance Facility Upgrades 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 July 15, 2025, and approved on second reading for final passage on August 19, 2025.

_____
Mayor

ATTEST:

_____
Sr. Deputy City Clerk

Effective Date: August 29, 2025
Approving Attorney: Stefanie Boster and Madelene Shehan

Exhibit: None

File Attachments for Item:

6. Items Relating to the Edward Byrne Memorial Justice Assistant Grants.

A. Second Reading of Ordinance No. 121, 2025, Making a Supplemental Appropriation of Grant Funds from the Colorado Office of Justice Programs 2023 Edward Byrne Memorial Justice Assistance Grant Program Grant Award for Fort Collins Police Services.

B. Second Reading of Ordinance No. 122, 2025, Making a Supplemental Appropriation of Grant Funds from the Colorado Office of Justice Programs 2024 Edward Byrne Memorial Justice Assistance Grant Program Grant Award for Fort Collins Police Services.

These Ordinances, unanimously adopted on First Reading on July 15, 2025, support Fort Collins Police Services in work performed as a member of the Northern Colorado Drug Task Force, which is managed by the Larimer County Sheriff's 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.

Larimer County was awarded two grants, for 2023 and 2024 respectively, through the Edward Byrne Memorial Justice Assistance Grant (JAG) program in support of operating the Northern Colorado Drug Task Force.

The award for 2023 is $60,434 in total, and Fort Collins Police Services, as a subrecipient of the grant, receives $18,058 of this 2023 award to support personnel costs and other operating costs directly attributed to the Northern Colorado Drug Task Force. The award for 2024 is $50,489 in total, and Fort Collins Police Services, again as a subrecipient, receives $15,025 of this 2024 JAG grant award also to support personnel costs and other operating costs directly attributable to the Northern Colorado Drug Task Force.

August 19, 2025

AGENDA ITEM SUMMARY
City Council

STAFF

Lt. Adam Ruehlen, Fort Collins Police Services
Juan Gonzalez, Finance Analyst, Fort Collins Police Services
Jo Cech, Fiscal Recovery Manager
Carisa Clinton, Senior Grants Analyst

SUBJECT

Items Relating to the Edward Byrne Memorial Justice Assistant Grants.

EXECUTIVE SUMMARY

A. Second Reading of Ordinance No. 121, 2025, Making a Supplemental Appropriation of Grant Funds from the Colorado Office of Justice Programs 2023 Edward Byrne Memorial Justice Assistance Grant Program Grant Award for Fort Collins Police Services.

B. Second Reading of Ordinance No. 122, 2025, Making a Supplemental Appropriation of Grant Funds from the Colorado Office of Justice Programs 2024 Edward Byrne Memorial Justice Assistance Grant Program Grant Award for Fort Collins Police Services.

These Ordinances, unanimously adopted on First Reading on July 15, 2025, support Fort Collins Police Services in work performed as a member of the Northern Colorado Drug Task Force, which is managed by the Larimer County Sheriff's 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.

Larimer County was awarded two grants, for 2023 and 2024 respectively, through the Edward Byrne Memorial Justice Assistance Grant (JAG) program in support of operating the Northern Colorado Drug Task Force.

The award for 2023 is $60,434 in total, and Fort Collins Police Services, as a subrecipient of the grant, receives $18,058 of this 2023 award to support personnel costs and other operating costs directly attributed to the Northern Colorado Drug Task Force. The award for 2024 is $50,489 in total, and Fort Collins Police Services, again as a subrecipient, receives $15,025 of this 2024 JAG grant award also to support personnel costs and other operating costs directly attributable to the Northern Colorado Drug Task Force.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinances on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

The Northern Colorado Drug Task Force is comprised of members from the Larimer County Sheriff's Office, Fort Collins Police Services, and Loveland Police Department. This task force supports 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 $18,058 in 2023 JAG grant funds and $15,025 in 2024 JAG grant funds awarded to Fort Collins Police Services supports some of the operational costs FCPS incurs as a member of the Northern Colorado Drug Task Force. The award period for the 2023 grant ends September 30, 2026, and the award period for the 2024 grant ends September 30, 2027.

CITY FINANCIAL IMPACTS

This item appropriates $18,058 in unanticipated revenue from the 2023 JAG program and $15,025 in unanticipated revenue from the 2024 JAG program in support of work performed by Fort Collins 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 $18,058 of the FY23 award and $15,025 of the FY24 award to Police Services. Therefore, the City is deemed a subrecipient of federal funds under the JAG program.

The grants are a reimbursement type grant, meaning General Fund expenses will be reimbursed up to $18,058 and $15,025 respectively.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

First Reading attachments available in July 15, 2025, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 121, 2025
2. Ordinance No. 122, 2025

ORDINANCE NO. 121, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING SUPPLEMENTAL APPROPRIATION OF GRANT FUNDS
FROM THE COLORADO OFFICE OF JUSTICE PROGRAMS 2023
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
PROGRAM GRANT AWARD 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 $60,434 through the 2023 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 $60,434 awarded under JAG in support of the Drug Task Force. Fort Collins Police Services received $18,058 to support personnel costs and other operating costs directly attributed to the Drug Task Force.

D. The $18,058 in JAG grant funds supports Fort Collins Police Services covering some of the operational and personnel 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 the funds to be appropriated are available and previously unappropriated from the General Fund and that this appropriation will not cause the total amount appropriated in the General Fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in this Fund during this fiscal year.

H. Article V, Section 11 of the City Charter authorizes the City Council to designate in the ordinance when appropriating funds Colorado Office of Justice JAG

Grant , that such appropriation shall not lapse at the end of the fiscal year in which the appropriation is made, but continue until the earlier of the expiration of the federal, state or private grant or donation or the City's expenditure of all funds received from such grant or donation.

I. The City Council wishes to designate the appropriation herein for the Colorado Office of Justice JAG Grant as an appropriation that shall not lapse until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant.

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 EIGHTEEN THOUSAND FIFTY-EIGHT DOLLARS ($18,058) to be expended in the General Fund for the Colorado Office of Justice 2023 JAG Grant.

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

Introduced, considered favorably on first reading on July 15, 2025, and approved on second reading for final passage on August 19, 2025.

_____
Mayor

ATTEST:

_____
Sr. Deputy City Clerk

Effective Date: August 29, 2025
Approving Attorney: Dawn Downs

Exhibit: None

ORDINANCE NO. 122, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING A SUPPLEMENTAL APPROPRIATION OF GRANT FUNDS FROM THE COLORADO OFFICE OF JUSTICE PROGRAMS 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM GRANT AWARD 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 $50,489 through the 2024 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 $50,489 awarded under JAG in support of the Drug Task Force. Fort Collins Police Services received $15,025 to support personnel costs and other operating costs directly attributed to the Drug Task Force.

D. The $15,025 in JAG grant funds supports Fort Collins Police Services covering some of the operational and personnel 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 the funds to be appropriated are available and previously unappropriated from the General Fund and that this appropriation will not cause the total amount appropriated in the General Fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in this Fund during this fiscal year.

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

I. The City Council wishes to designate the appropriation herein for the Colorado Office of Justice JAG Grant as an appropriation that shall not lapse until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant.

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 FIFTEEN THOUSAND TWENTY-FIVE DOLLARS ($15,025) to be expended in the General Fund for the Colorado Office of Justice 2024 JAG Grant.

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

Introduced, considered favorably on first reading on July 15, 2025, and approved on second reading for final passage on August 19, 2025.

_____
Mayor

ATTEST:

_____
Sr. Deputy City Clerk

Effective Date: August 29, 2025
Approving Attorney: Dawn Downs

Exhibit: None

File Attachments for Item:

7. Second Reading of Ordinance No. 123, 2025, Making a Supplemental Appropriation of Grant Funds from the Colorado Department of Transportation Highway Safety Office for Police Services High Visibility Impaired Driving Enforcement FY26 Grant Award.

This Ordinance, unanimously adopted on First Reading on July 15, 2025, supports Fort Collins Police Services in work performed enforcing Colorado's impaired driving laws for specific enforcement periods outlined by the Colorado Department of Transportation. Enforcement periods typically occur over holidays or periods of increased tourism and travel in the state.

Fort Collins Police Services was awarded $25,474 through the High Visibility Impaired Driving Enforcement (HVE) grant to support personnel costs and other operating costs directly attributed to HVE grant activities. Police Services will provide enhanced impaired driving enforcement during specific time periods and engage in community education and outreach.

August 19, 2025

AGENDA ITEM SUMMARY
City Council

STAFF

Sergeant David Lindsay, Fort Collins Police Services
Juan Gonzalez, Finance Analyst, Fort Collins Police Services
Jo Cech, Fiscal Recovery Manager
Carisa Clinton, Senior Grants Analyst

SUBJECT

Second Reading of Ordinance No. 123, 2025, Making a Supplemental Appropriation of Grant Funds from the Colorado Department of Transportation Highway Safety Office for Police Services High Visibility Impaired Driving Enforcement FY26 Grant Award.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on July 15, 2025, supports Fort Collins Police Services in work performed enforcing Colorado's impaired driving laws for specific enforcement periods outlined by the Colorado Department of Transportation. Enforcement periods typically occur over holidays or periods of increased tourism and travel in the state.

Fort Collins Police Services was awarded $25,474 through the High Visibility Impaired Driving Enforcement (HVE) grant to support personnel costs and other operating costs directly attributed to HVE grant activities. Police Services will provide enhanced impaired driving enforcement during specific time periods and engage in community education and outreach.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

The Colorado Department of Transportation's Office of Transportation Safety (OTS) provides annual funding for local police enforcement of Colorado's impaired driving laws during specific "high visibility" time periods. This grant is for the period July 1, 2025 – June 30, 2026, and covers overtime pay for Fort Collins Police Officers enforcing Colorado's impaired driving laws through saturation patrols, increased patrols, or dedicated enforcement cars during the selected enforcement periods. This grant also provides funds for community engagement and outreach to educate the public on the dangers, risks, and consequences of impaired driving. The $25,474 in HVE grant funds supports Fort Collins Police Services enhanced enforcement efforts and presence at several festivals and community engagement events. Fort Collins Police Services has applied for, and been awarded, this grant multiple times in past years.

CITY FINANCIAL IMPACTS

This item appropriates $25,474 in unanticipated revenue from the HVE program in support of work performed by Fort Collins Police Services to provide enhanced enforcement of Colorado's impaired driving laws and provide community education about the dangers and risks of impaired driving.

This grant is a reimbursement type grant, meaning General Fund expenses will be reimbursed up to $25,474.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

Public outreach will be conducted to educate the community on impaired driving.

ATTACHMENTS

First Reading attachments available in July 15, 2025, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 123, 2025

ORDINANCE NO. 123, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING A SUPPLEMENTAL APPROPRIATION OF GRANT
FUNDS FROM THE COLORADO DEPARTMENT OF
TRANSPORTATION HIGHWAY SAFETY OFFICE FOR POLICE
SERVICES HIGH VISIBILITY IMPAIRED DRIVING
ENFORCEMENT FY26 GRANT AWARD

A. The Colorado Department of Transportation's Office of Transportation Safety ("OTS") provides annual funding for local police enforcement of Colorado's impaired driving laws during specific "high visibility" time periods.

B. Fort Collins Police Services ("FCPS") was awarded $25,474 through the High Visibility Impaired Driving Enforcement ("HVE") grant to support personnel costs and other operating costs directly attributed to HVE grant activities.

C. This grant is for the period July 1, 2025 - June 30, 2026, and covers overtime pay for FCPS officers enforcing Colorado's impaired driving laws through saturation patrols, increased patrols, or dedicated enforcement cars during the selected enforcement periods. This grant also provides funds for community engagement and outreach to educate the public on the dangers, risks, and consequences of impaired driving.

D. The $25,474 in unanticipated funds from the HVE grant will help support enhanced enforcement efforts and presence at several festivals and community engagement events.

E. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of providing enhanced impaired driving enforcement during specific time periods and to engage in community education and outreach.

F. Article V, Section 9 of the City Charter permits 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 the funds to be appropriated are available and previously unappropriated from the General Fund and that this appropriation will not cause the total amount appropriated in the General Fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in this Fund during this fiscal year.

H. Article V, Section 11 of the City Charter authorizes the City Council to designate in the ordinance when appropriating funds Colorado Department of Transportation Police Services High Visibility Impaired Driving Enforcement Grant , that such appropriation shall not lapse at the end of the fiscal year in which the appropriation is made, but continue until the earlier of the expiration of the federal, state or private grant or donation or the City's expenditure of all funds received from such grant or donation.

I. The City Council wishes to designate the appropriation herein for the Transportation Police Services High Visibility Impaired Driving Enforcement Grant as an appropriation that shall not lapse until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant.

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

Section 1. There is hereby appropriated from new revenue or other funds in the General Fund the sum of TWENTY-FIVE THOUSAND FOUR HUNDRED SEVENTY-FOUR DOLLARS ($25,474) to be expended in the General Fund for Colorado Department of Transportation Police Services High Visibility Impaired Driving Enforcement Grant.

Section 2. The appropriation herein for the Colorado Department of Transportation Police Services High Visibility Impaired Driving Enforcement Grant is hereby designated, as authorized in Article V, Section 11 of the City Charter, as an appropriation that shall not lapse at the end of this fiscal year but continue until the earlier of the expiration of the grant (or donation) or the City's expenditure of all funds received from such grant.

Introduced, considered favorably on first reading on July 15, 2025, and approved on second reading for final passage on August 19, 2025.

_____
Mayor

ATTEST:

_____
Sr. Deputy City Clerk

Effective Date: August 29, 2025
Approving Attorney: Dawn Downs

Exhibit: None

File Attachments for Item:

8. Second Reading of Ordinance No. 124, 2025, Adopting the 2025 Natural Areas Strategic Framework as an Element of City Plan and as an Update to the 2014 Natural Areas Master Plan.

This Ordinance, unanimously adopted on First Reading on July 15, 2025, adopts the 2025 Natural Areas Strategic Framework, attached as Exhibit A to the Ordinance, which updates the City's 2014 Natural Areas Master Plan and serves as a systemwide guide for the planning and management of the Natural Areas Department (NAD) over the coming decade. Rooted in ballot language, extensive community engagement, and broader City policies, the Framework articulates an updated vision, set of values, and strategic goals for the Department. It provides the foundation for action-oriented planning that will be implemented through zone-level management planning. Adoption of the Framework constitutes an amendment to City Plan under its provisions for incorporating new elements into the City's comprehensive plan.

August 19, 2025

AGENDA ITEM SUMMARY
City Council

STAFF

Kelly Smith, Senior Planner, Natural Areas
Julia Feder, Conservation & Stewardship Planning Manager, Natural Areas
Katie Donahue, Director, Natural Areas

SUBJECT

Second Reading of Ordinance No. 124, 2025, Adopting the 2025 Natural Areas Strategic Framework as an Element of City Plan and as an Update to the 2014 Natural Areas Master Plan.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on July 15, 2025, adopts the 2025 Natural Areas Strategic Framework, attached as Exhibit A to the Ordinance, which updates the City's 2014 Natural Areas Master Plan and serves as a systemwide guide for the planning and management of the Natural Areas Department (NAD) over the coming decade. Rooted in ballot language, extensive community engagement, and broader City policies, the Framework articulates an updated vision, set of values, and strategic goals for the Department. It provides the foundation for action-oriented planning that will be implemented through zone-level management planning. Adoption of the Framework constitutes an amendment to City Plan under its provisions for incorporating new elements into the City's comprehensive plan.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

The Natural Areas Strategic Framework provides grounding direction for NAD's Conservation and Stewardship Planning (CSP) process and serves as an update to the 2014 Natural Areas Master Plan. CSP guides the management of Natural Areas properties to protect habitat and scenic values, while supporting public access for the community. CSP is rooted in the language of the City of Fort Collins Open Space Yes! and Larimer County's Help Preserve Open Space tax initiatives that fund most of the Natural Areas' efforts. These ballots, alongside previous department master plans and citywide plans and priorities, informed the development of CSP's elements.

Adoption of this Ordinance meets the criteria for City Plan amendments. Specifically, the existing City Plan is in need of this update to reflect current values, land use patterns, and stewardship practices. Adoption of the Strategic Framework promotes the public welfare and is consistent with the vision, goals, principles, and policies of City Plan and its related elements, including the City's environmental stewardship, equity, and sustainability goals.

ROLE OF THE STRATEGIC FRAMEWORK

Natural Areas planning occurs at two levels: systemwide and across management zones. The Strategic Framework is the systemwide plan that provides structure for other Natural Areas' planning efforts. The Strategic Framework will be updated every ten years and adopted by Council.

The Strategic Framework sets the foundation of a vision, values, and goals that will support action-based management zone planning. Natural Areas organizes its work into six geographic management zones that are defined by ecosystem type. Management zones are adaptively managed through annual check-ins, and a comprehensive zone plan update every seven years. Zone plans are administratively adopted by the Natural Areas Director. The ongoing nature of zone-based planning and the ten-year cycle to update the Strategic Plan create a consistent cadence to gather targeted community input, highlight the unique character of each zone, and identify management actions that inform work planning and budgeting.

The Strategic Framework aligns with broader City values and priorities and integrates input gathered through robust public outreach. It reflects the community's continued commitment to land conservation, ecological health, and equitable access to nature.

VISION, VALUES AND GOALS

The Strategic Framework introduces a refreshed vision, a set of Department values, and updated goals that map closely to community priorities and City strategic policies. The vision, values, and goals reflect City values and plans, while remaining rooted in the language of the department's two funding measures.

	Role	**Strategic Framework**
Vision	The Vision provides inspiration to ground and motivate future actions. It describes the ideal state towards which the Department works	Thriving Ecosystems for a Greater Fort Collins Community
Values	Values reflect the City's organizational values while highlighting the Department's distinct focus on ecological protection and management. These values play an important role in the Department's planning and prioritization.	• Ecological Function • Resource Protection • Connectivity • Integrity • Safety & Wellbeing • Belonging • Service • Partnership
Goals	Goals describe the major areas of work for the Department in the coming decade.	1. Conserve and Protect Land & Water 2. Strengthen Habitats & Ecological Resilience 3. Support Access to Nature 4. Foster Community Connections & Stewardship

The Strategic Framework carries forward and reaffirms NAD's mission, "To conserve and enhance lands with natural resource, agricultural, and scenic values, while providing meaningful education and appropriate recreation opportunities."

CITY FINANCIAL IMPACTS

None.

FIRST READING BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The Land Conservation and Stewardship Board, Natural Resources Advisory Board, and the Water Commission all recommend adoption of the Strategic Framework. See attachments for recommendations. Staff is scheduled to present the plan to the Planning and Zoning Commission at the July 11, 2025, Work Session and will seek a recommendation at their formal hearing on July 17, 2025, ahead of Second Reading by Council on August 19, 2025.

SECOND READING BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The Land Conservation and Stewardship Board, Natural Resources Advisory Board, and the Water Commission all recommend adoption of the Strategic Framework. See attachments for recommendations.

The Planning and Zoning Commission unanimously recommends adoption of the Strategic Framework. Staff presented the plan at the July 11, 2025, Planning and Zoning Commission Work Session and sought a recommendation at the formal hearing on July 17, 2025. The full recommendation is transcribed below as the hearing minutes have not been finalized:

The Planning and Zoning Commission recommends that City Council adopt the Natural Areas Strategic Framework as a component of City Plan finding that, the Strategic Framework is a needed update of the 2014 Natural Areas Master Plan that was adopted as a component of City Plan and the Strategic Framework will promote the public welfare, and is consistent with the vision, goals, principles and policies of City Plan and its adopted components. This decision is based upon the agenda materials, information presented during the work session and this hearing, and commission discussion. The commission adopts the information, analysis, findings of fact, and conclusions regarding adopting the Natural Areas Strategic Framework as a component of City Plan, contained in the staff report included in the agenda materials for this hearing.

PUBLIC OUTREACH

Public engagement set the foundation for this planning effort, with extensive outreach to community members, partners, City boards and commissions, and Council. Engagement occurred in two phases. Phase 1 sought to gather input that informed the concepts and themes of the plan. Phase 2 provided an opportunity for the community to relay feedback on a draft plan.

PHASE 1 ENGAGEMENT

Initial engagement involved nearly 5,000 community touchpoints and provided valuable insights that strongly supported the department's conservation mission, a commitment to adaptive and responsible land management, and a deep community desire to stay connected with nature. In addition to general information sharing, engagement methods included:

- Memos to and a Council Work Session
- Land Conservation and Stewardship Board (LCSB) member and ballot writer interviews, along with multiple discussion items on LCSB meeting agendas
- Discussion items at multiple advisory board and Super Issues Board and Commissions meeting

- Small group discussions with historically underrepresented groups and partner organizations
- Interactive discussions with a Technical Advisory Committee representing diverse perspectives
- Online questionnaires
- Interactive tabling at community events and natural area trailheads

PHASE 2 ENGAGEMENT

Engagement with the draft Strategic Framework provided an opportunity for the community to share feedback on the plan. In addition to broadly engaging the public with the draft plan, targeted outreach to community members who previously participated in the Strategic Framework process were asked whether the plan reflects their priorities. Overall, the community expressed strong support for the draft Strategic Framework, describing it as comprehensive, engaging, and aligned with the community's priorities and vision. Feedback themes included:

- Continuing to protect land, water, and habitats, along with stewardship of these resources
- Taking a holistic approach to managing natural areas by balancing conservation, access, and community involvement
- Enhancing educational programming and communication
- Leveraging partnerships to amplify the impact of NAD's work

ATTACHMENTS

First Reading attachments available in July 15, 2025, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 124, 2025

ORDINANCE NO. 124, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
ADOPTING THE 2025 NATURAL AREAS STRATEGIC
FRAMEWORK AS AN ELEMENT OF CITY PLAN AND AS AN
UPDATE TO THE 2014 NATURAL AREAS MASTER PLAN

A. The voters of Fort Collins and Larimer County have dedicated sales and use tax revenues through the "Open Space Yes!" and "Help Preserve Open Space" initiatives to conserve and manage natural areas, agricultural lands, community separators, and scenic vistas.

B. The City of Fort Collins Natural Areas Department ("NAD") has conserved tens of thousands of acres and provided extensive public access, education, and stewardship services, supported primarily by these dedicated revenues.

C. In 2014, the City Council adopted the Natural Areas Master Plan as a component, or element, of City Plan in Resolution 2014-089, which served as a 10-year strategic document guiding the Department's conservation and management efforts.

D. The NAD has developed the 2025 Natural Areas Strategic Framework, shown on Exhibit A, attached hereto and incorporated herein by this reference, to update the vision, values, and goals of the Department and the Natural Areas Master Plan and to serve as a systemwide planning guide for the next 10 to 20 years.

E. The Strategic Framework is grounded in ballot language, extensive community engagement, and alignment with broader City values and strategic priorities.

F. The Strategic Framework supports the City's commitment to ecological stewardship, adaptive land management, community engagement, and public access to nature, while laying the foundation for action-oriented planning across management zones.

G. The Strategic Framework has been recommended for adoption by the Land Conservation and Stewardship Board, the Natural Resources Advisory Board, and the Water Commission following significant public and stakeholder engagement.

H. On July 17, 2025, the Planning and Zoning Commission considered the proposed Strategic Framework and voted to recommend adoption by a vote of 6-0.

I. The City Council finds that adoption of the 2025 Natural Areas Strategic Framework is in the best interests of the community and supports the long-term vision of thriving ecosystems and community connection.

J. The City Council further finds, in accordance with City Plan, that the existing City Plan is in need of this proposed amendment and that adoption of the 2025 Natural

Areas Strategic Framework will promote public welfare and is consistent with the vision, goals, principles, and policies of City Plan and the elements thereof.

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

Section 1. The 2025 Natural Areas Strategic Framework, attached hereto as Exhibit A, is hereby adopted by the City Council of the City of Fort Collins and shall serve as the updated policy guide for the planning and management of the Natural Areas Department

Section 2. The 2025 Strategic Framework hereby replaces the 2014 Natural Areas Master Plan and is adopted as an element of City Plan, to be incorporated in the City's comprehensive planning framework.

Introduced, considered favorably on first reading on July 15, 2025, and approved on second reading for final passage on August 19, 2025.

_____
Mayor

ATTEST:

_____
Sr. Deputy City Clerk

Effective Date: August 29, 2025
Approving Attorney: April Silva

Exhibit: Exhibit A - 2025 Natural Areas Strategic Framework

NATURAL AREAS
STRATEGIC FRAMEWORK
THE GUIDE TO CONSERVATION AND STEWARDSHIP

2025

City of Fort Collins Natural Areas

July 2025

Cover photo: Sunrise at Reservoir Ridge Natural Area
Photo by: John Bartholow

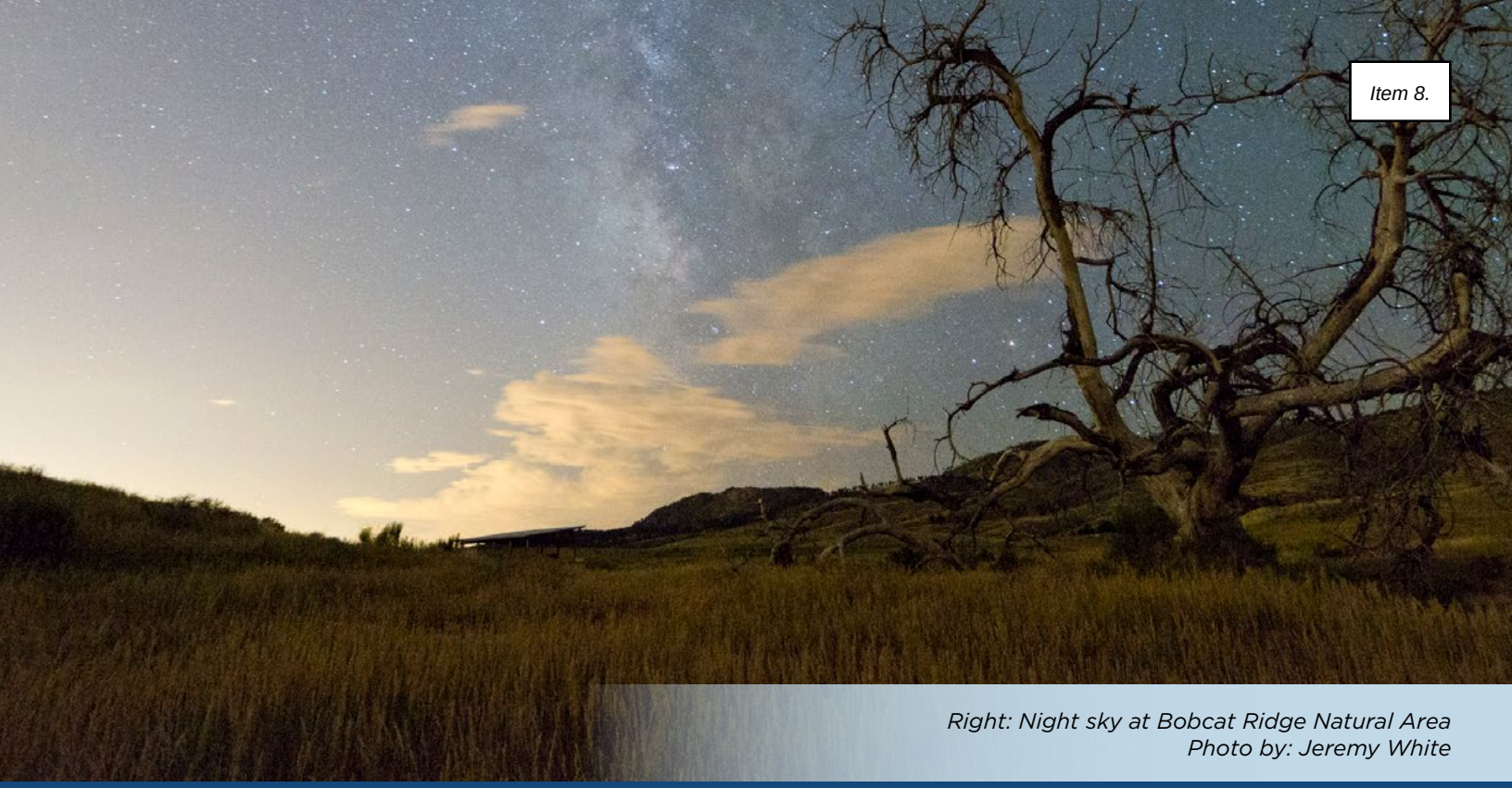
Left: Mountain view from Arapaho Bend Natural Area
Photo by: Mark Yoder

ACCESSIBILITY

For assistance viewing or reading any City documents, please call 970-221-6515 (V/TDD: Dial 711 for Relay Colorado) for assistance, or contact the City's ADA Coordinator via email adacoordinator@fcgov.com or phone: 970-416-4254.

More information at: https://fcgov.com/non-discrimination

City of Fort Collins



Right: Night sky at Bobcat Ridge Natural Area
Photo by: Jeremy White

LAND ACKNOWLEDGMENT

We acknowledge and honor the lands situated within the City of Fort Collins as the original homelands of the Hinono'eiteen (Arapaho), Tsétsėhéstàhese (Cheyenne), Numunuu (Comanche), Caiugu (Kiowa), Čariks i Čariks (Pawnee), Sosonih (Shoshone), Oc'eti S'akowin (Lakota) and Núuchiu (Ute) Peoples.

This area is an important site of trade, gathering, and healing for these Native Nations. These lands are home to a diverse urban Native community representing multiple Native Nations and Indigenous Peoples. Despite forced removal and land dispossession, they continue to thrive as resilient members of our community. We are grateful for Native community members and honor the rich cultural heritage they bring to our collective community. We further recognize and value their social, intellectual, economic, and cultural contributions.

The City of Fort Collins is committed to supporting, partnering, and working with the Native and Indigenous community.

Left: Foothills sunrise from Fossil Creek Wetlands Natural Area
Photo by: Rick Price

Right: Natural Areas Staff 2025
Photo by: City of Fort Collins

NOTE FROM NATURAL AREAS STAFF

The City of Fort Collins Natural Areas Department would like to thank the voters of Fort Collins and Larimer County for supporting the ballot initiatives that fund the work that is so close to the heart of the community. For over three decades, these dedicated sales taxes have conserved over 55,000 acres and 114 miles of trail in and around Fort Collins.

Thanks to the foresight of community members, thriving habitats and a connected landscape of conserved land remains a priority in a fast-growing community. Protected spaces locally and regionally allow everyone to connect with nature. Residents continue to share their support for forward-looking management that will help protect these special spaces in a changing world.

We look forward to working with the community to enhance the protection of our precious natural spaces and enjoy all the reasons these are treasured places. We invite you to join us in supporting Natural Areas' growth and strong management in the coming decade!

- City of Fort Collins Natural Areas Department Staff

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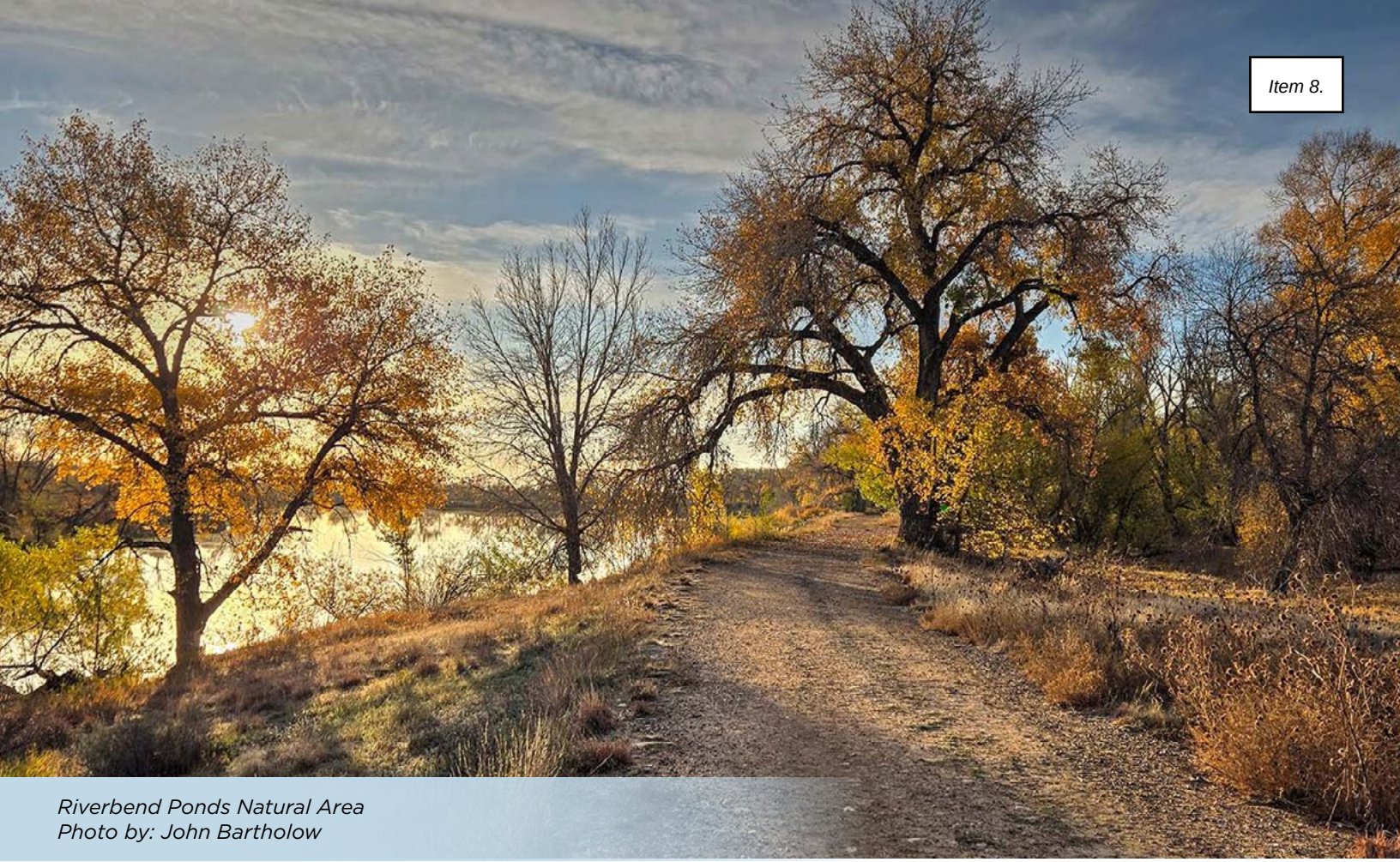


Riverbend Ponds Natural Area
Photo by: John Bartholow

NATURAL AREAS DEPARTMENT MISSION:

To conserve and enhance lands with natural resource, agricultural, and scenic values, while providing meaningful education and appropriate recreation opportunities.

INTRODUCTION

The City of Fort Collins Natural Areas Department (the Department or NAD) recently celebrated 30 years of service to the Northern Colorado community through permanent land conservation while providing access to nature and meaningful education.

Over three decades, the Natural Areas Department has grown from protecting and managing 13 sites to 53 natural areas, across 55,000+ acres with 114 miles of trails.

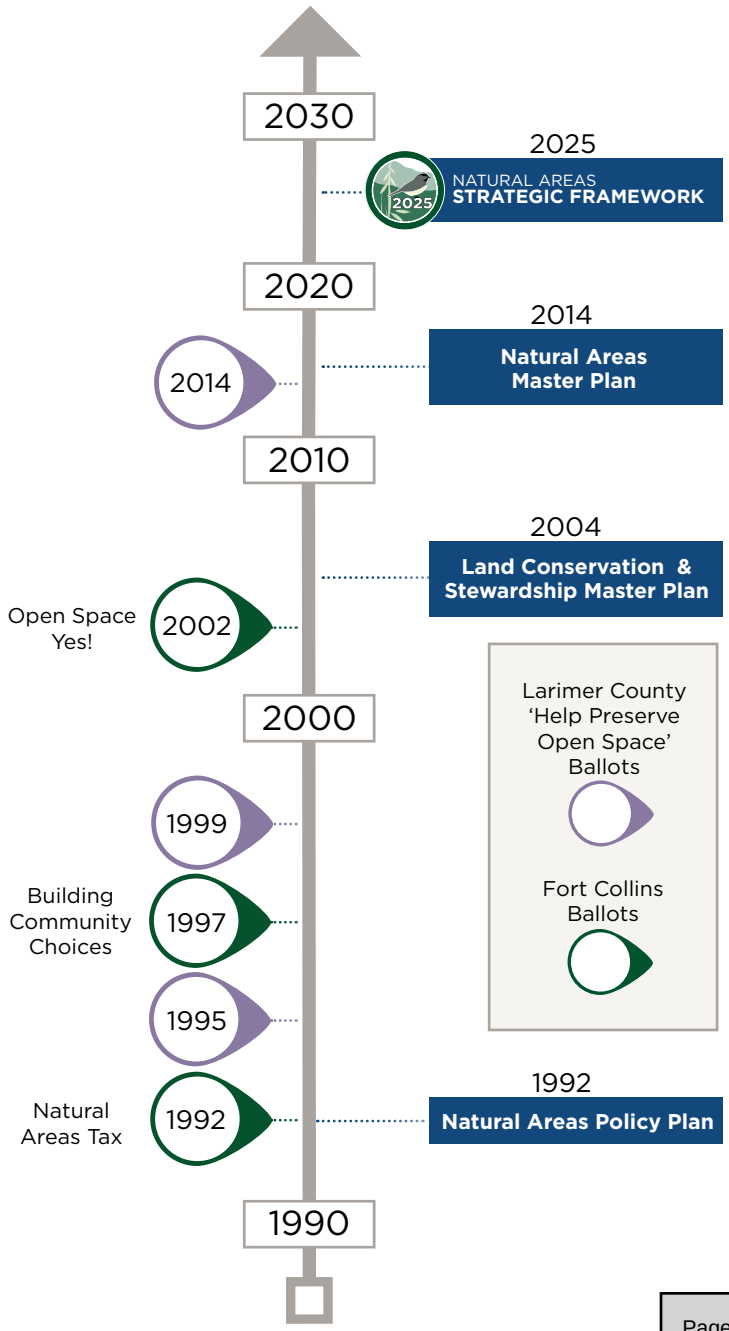
Natural areas protect a diversity of habitats, wildlife, and native plant communities while enhancing the community's health, cultural connections, scientific knowledge, and economic vitality.

DEPARTMENT GUIDANCE

The community highly values natural areas and voters have funded conservation through citizen-initiated, dedicated city and county sales taxes since 1992. City staff have built community-informed guidance documents for conservation and stewardship that ensure land acquisition and management align with the ballot language and community feedback. The 2004 and 2014 NAD Master Plans provide robust documentation of the history, funding, land and water conservation, and stewardship activities over the Department's history.

LOOKING AHEAD

The Strategic Framework uses the ballot language as an anchor, draws on citywide guidances such as the City Mission, Vision, and Values, and incorporates the experience and lessons learned over three decades of managing natural areas to create high level guidance and direction for NAD's work. Future projects, Management Zone Updates, and initiatives will be reviewed to ensure that they meet one or more of the values and goals outlined in this document.



CHALLENGES NATURAL AREAS WILL FACE IN THE COMING YEARS INCLUDE:

- Increasing risks of flooding, wildfires, invasive species, and stressed ecosystems due to climate change and population growth
- Increasing needs for infrastructure maintenance and lifecycle replacement
- Increasing visitation and recreation use
- Competing, diversifying, and conflicting community interests
- Limited opportunities to conserve and protect additional land and water

OPPORTUNITIES FOR THE COMING YEARS OF NATURAL AREAS INCLUDE:

- Building on land conservation accomplishments through future acquisitions and conservation easements
- Bringing together people who value natural spaces
- Partnering with a greater number of volunteers, non-profits, community members and other agencies to conserve land, improve habitats, and provide visitor opportunities
- Building resilience and community around natural areas

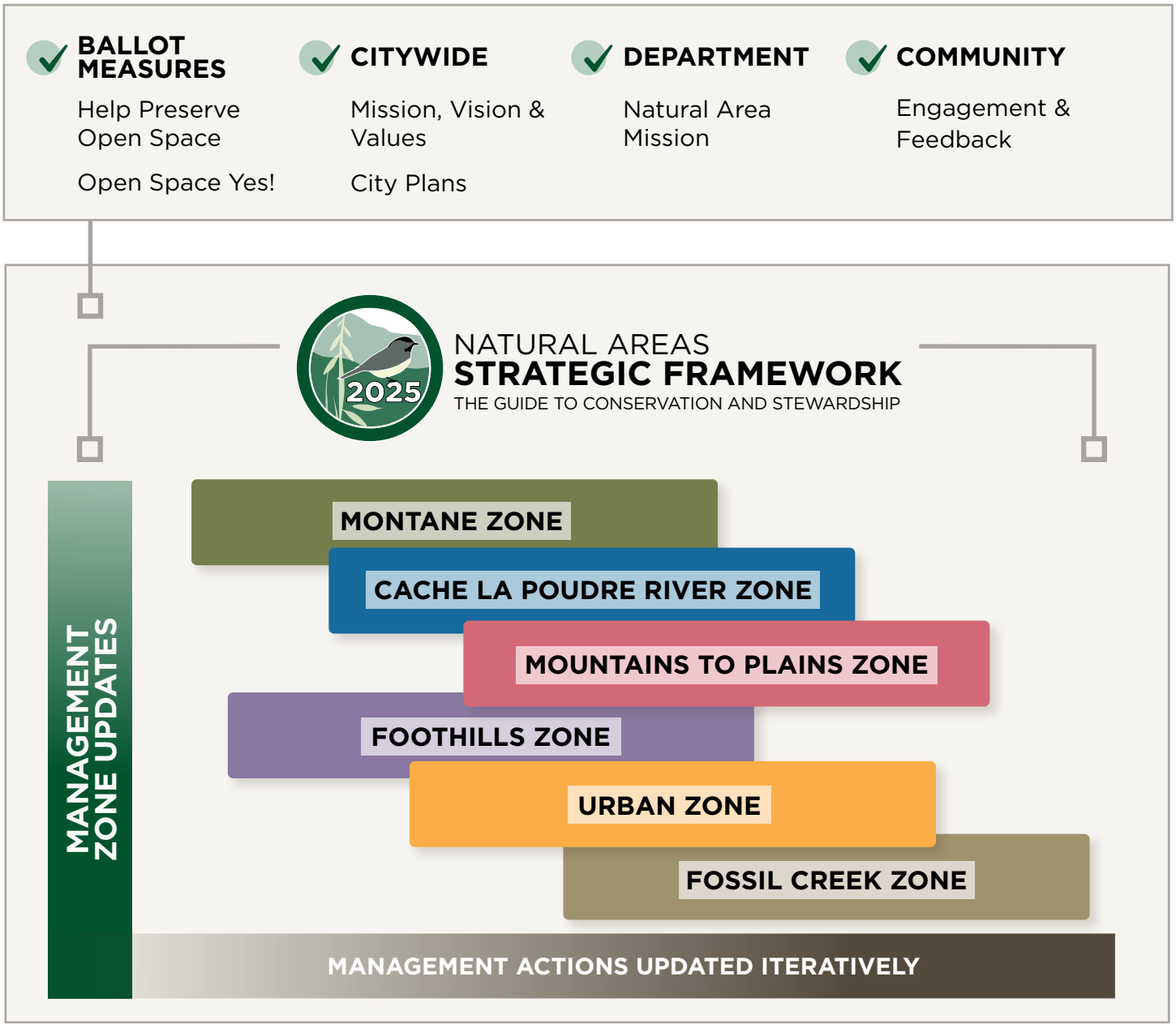
WHY PLAN NOW

While the goals of land conservation are inherently long-term, the surrounding world is constantly evolving. The goals and values defined in the Strategic Framework will anchor NAD in consistently delivering its mission while addressing emerging challenges and opportunities. These factors will guide planning for projects, prioritization of actions, and ongoing adaptive management over the next 10-20 years.

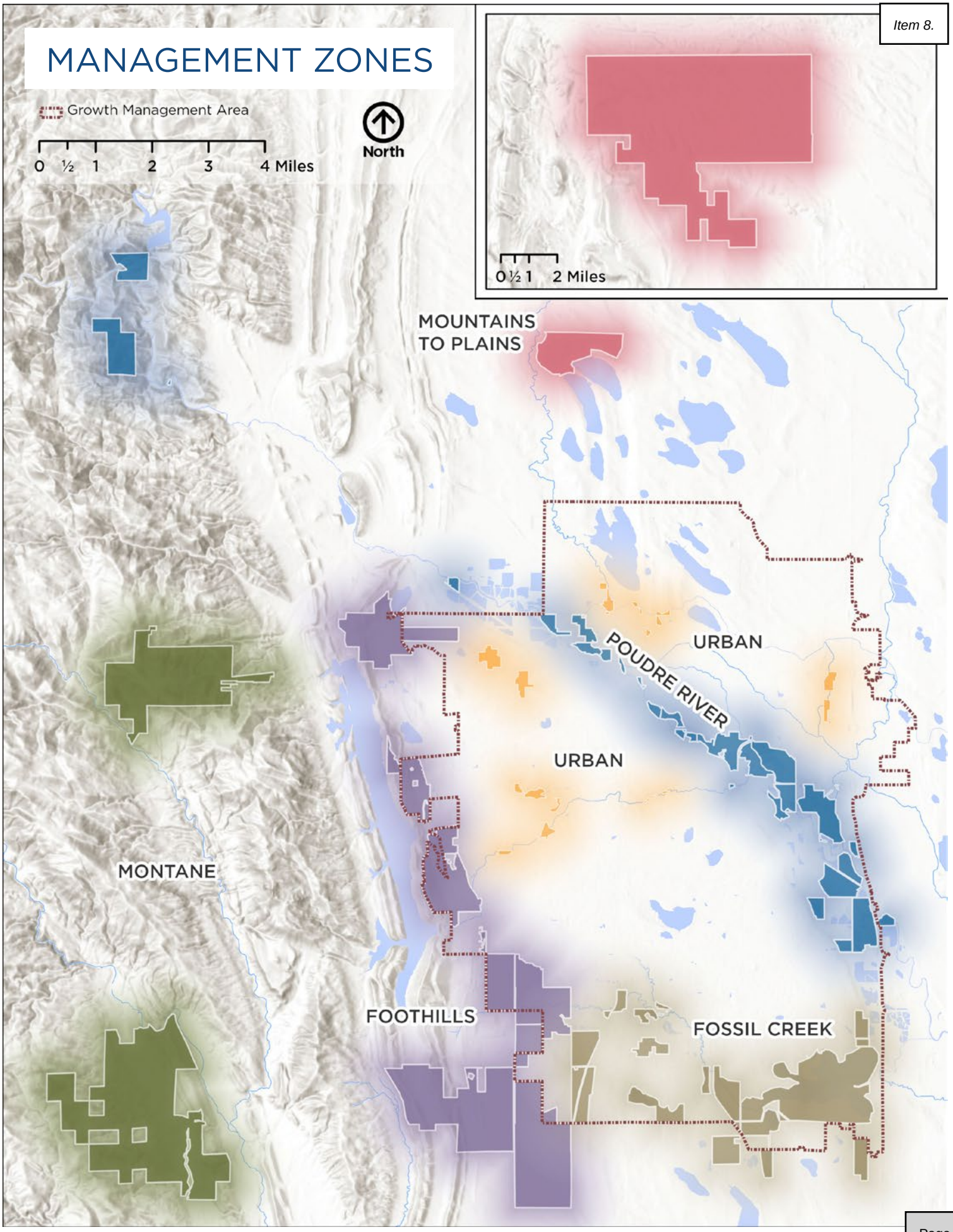
American tree sparrow (Spizelloides arborea) resting on rabbitbrush (Ericomeria nauseosa)
Photo by: City of Fort Collins

CONSERVATION AND STEWARDSHIP PLANNING

The vision, values, and goals defined in the Strategic Framework provide direction to the Department's planning and prioritization processes. To support site-specific management, natural areas are organized into six zones representing similar ecosystems and regions. Each zone completes a management update every seven years. Together, the Strategic Framework and Management Zone Updates provide a planning toolbox that supports the Department to determine specific management actions that will be taken in the coming years. Annual metrics and Department reports share stories of actions taken and progress towards goals.



MANAGEMENT ZONES



The Natural Areas Department Strategic Framework takes into context the ways the Fort Collins community is changing today and will continue to evolve in the coming decade, including a growing population, evolving science and lessons learned in land management, and pressures like climate change.

The Strategic Framework aligns with the ballot direction that funds natural areas and builds on NAD's current plans, initiatives, and efforts to refine guiding principles and provides direction for the next 10-20 years. The Strategic Framework features:

VISION

The vision provides inspiration to ground and motivate future actions. It describes the ideal state towards which the Department works.

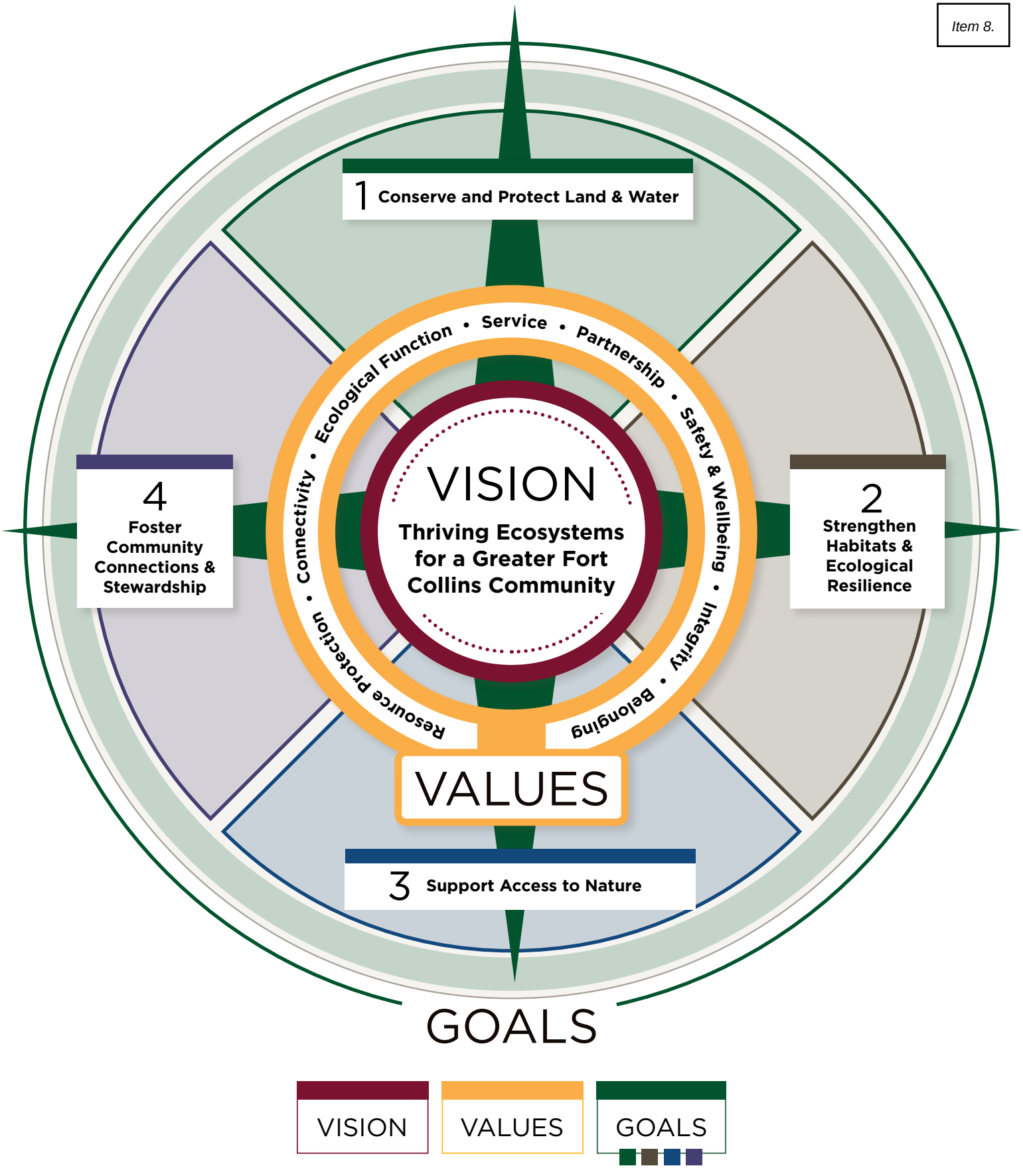
VALUES

The NAD values reflect the City's values while highlighting the Department's distinct focus on ecological protection and management. These values play an important role in the Department's planning and prioritization.

GOALS

The Strategic Framework goals create the building blocks for the long-range functions of the Department and describe the major areas of work in the coming decade.

Coyotes at Fossil Creek Reservoir in the winter
Photo by: Brent Eelman


1 Conserve and Protect Land & Water
2 Strengthen Habitats & Ecological Resilience
3 Support Access to Nature
4 Foster Community Connections & Stewardship
VISION
Thriving Ecosystems for a Greater Fort Collins Community
Ecological Function • Service • Partnership • Safety & Wellbeing • Integrity • Belonging • Resource Protection • Connectivity •
VALUES
GOALS
VISION
VALUES
GOALS

VISION

Summer at Soapstone Prairie Natural Area
Photo by: City of Fort Collins

THRIVING ECOSYSTEMS FOR A GREATER FORT COLLINS COMMUNITY

VALUES

Walking west at Coyote Ridge Natural Area
Photo by: City of Fort Collins

RESOURCE PROTECTION

•

ECOLOGICAL FUNCTION

•

CONNECTIVITY

•

INTEGRITY

•

SAFETY & WELLBEING

•

BELONGING

•

SERVICE

•

PARTNERSHIP

VALUE: **RESOURCE PROTECTION**

The Department supports species and features characteristic of the region's ecosystem and heritage.

This includes prioritizing actions such as:

- Protecting threatened and endangered species and other species of greatest conservation need
- Enhancing populations of critical common species
- Creating and enhancing wetland habitats using secured water resources
- Safeguarding and honoring cultural and paleontological resources

Examples of Resource Protection:

RESTORATION TO SUPPORT CRITICAL COMMON SPECIES

The rich habitat corridor created by a chain of natural areas along the Poudre River spans over 2,000 acres. NAD's stewardship of these properties, along with large-scale restoration projects at McMurry, North Shields Ponds, Kingfisher, and Running Deer natural areas, has led to an increase in common native wildlife and plants such as plains cottonwoods, chokecherries, and beavers.

INTEGRATED RESOURCE MANAGEMENT AT SOAPSTONE PRAIRIE

Soapstone Prairie Natural Area protects 22,000 acres of shortgrass prairie and riparian habitats, alongside cultural resources, such as the Lindenmeier Site, a National Historic Landmark. Cultural resource surveys and guidance from Native American and Indigenous partners will inform planning and project efforts, as the Department works to sustain and improve ecosystem health.

Left: Bison (Bison bison) at Soapstone Prairie Natural Area
Photo by: City of Fort Collins

Right: Flowers blooming at Crossline Canyon
Photo by: City of Fort Collins

VALUE: **ECOLOGICAL FUNCTION**

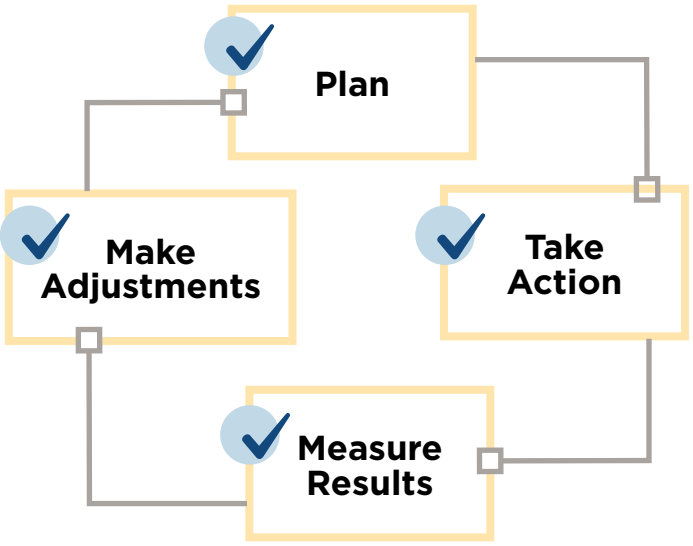
The Department works to sustain and improve the health and resilience of natural systems.

This includes prioritizing actions such as:

- Connecting rivers and streams to their floodplain and sustaining instream flows
- Introducing or continuing disturbance management to mimic natural cycles
- Supporting ecological research and sharing discoveries with the community to further inspire stewardship
- Monitoring and collecting data to inform adaptive ecological management

Disturbance Management is the process of using selected natural disturbances such as fire or grazing to stimulate plant growth and encourage system resilience.

Adaptive Management:



Examples of Ecological Function:

MIMICKING NATURAL DISTURBANCE TO ENHANCE PRAIRIE HEALTH

In the Mountains to Plains Zone, Soapstone Prairie Natural Area contains some of the last remaining intact, high-quality shortgrass prairie and foothills shrublands along the Front Range of Colorado. Application of tools such as responsible grazing and prescribed fire allow the Department to support threatened and rare species of plants and animals that have evolved with these natural disturbances.

WORKING TO KEEP WATER IN THE POUDRE RIVER

In the Poudre River Zone, the City of Fort Collins is collaborating with regional partners on the Poudre Flows Plan, an innovative project that aims to reconnect 52 miles of the Poudre River during times of low flow. Under the plan, Natural Areas, Fort Collins One Water Utility, and other partners are upgrading existing water infrastructure to deliver protected instream flows that preserve and improve the health of the Poudre River.

VALUE: **CONNECTIVITY**

The Department protects a connected landscape of conserved land to support ecosystems and create movement corridors that provide a balance of services to both wildlife and people.

This includes prioritizing actions such as:

- Conserving properties adjoining previously conserved spaces
- Sustaining the health of the Poudre River watershed
- Supporting connections to natural areas between the places the community lives, works, and plays
- Supporting regional efforts to create an interconnected multi-use trail network while protecting natural resources

Left: Connecting with trail at Soapstone Prairie Natural Area
Photo by: City of Fort Collins

Right: Pineridge Natural Area
Photo by: City of Fort Collins

Examples of Connectivity:

LOCALLY AND REGIONALLY CONNECTED TRAIL SYSTEM

The City of Fort Collins offers an extensive trail network that includes more than 50 miles of paved trails weaving throughout the community and creating regional connections to neighboring cities such as Loveland, Timnath, Windsor, Laporte, and Greeley. Complementing this system, the soft surface trails create connections between conserved lands managed by municipal, county, state, and federal agencies. Together, these trails physically connect the community both locally and regionally while providing visitors with access to nature.

HABITAT CONNECTIVITY: YEARS IN THE MAKING AT MAGPIE MEANDER

The 21 natural areas in Poudre River Zone represent years of relationship-building and conservation work – sometimes just a few acres at a time. In northwest Fort Collins, Magpie Meander Natural Area has grown to 72 acres over nine years through six acquisitions. This protects a relic river oxbow, important wetland and riparian habitat, and creates connections between neighborhoods and the river ecosystem.

VALUE: **INTEGRITY**

The Department implements the community's vision and values by responsible management of the community's ecological, financial, and social resources.

This includes prioritizing actions such as:

- Utilizing data-informed planning and management processes
- Maximizing the impact of dedicated sales tax funding while considering the long-term budget forecast
- Ensuring that employees have access to the tools and support needed to complete their work
- Reporting annually on revenues, expenses, and progress towards goals

Examples of Integrity:

THANK YOU VOTERS!

City and County sales taxes fund NAD's mission to conserve sensitive habitats and provide public access to nature thanks to two community-initiated ballot measures. NAD maintains a long-range financial plan that spans the life of each tax initiative and projects funds available for land acquisition, habitat enhancement, operations, maintenance, and staffing. Each year, NAD publishes an annual report outlining major accomplishments towards the ballot language mandates and department goals.

CLEANUP AFTER CAMERON PEAK FIRE

Following the Cameron Peak Fire's run through Bobcat Ridge Natural Area, a new concern emerged. Post-fire inspection revealed a previously undocumented dump site. Staff weighed options including keeping the dump site in place and monitoring for contamination or removing all the potentially hazardous materials from Bobcat Ridge. Knowing that in this fire adapted landscape the site was prone to burn again, NAD moved quickly to fully remediate the dump and remove all hazards. By leveraging internal and external collaborations, NAD completed the project on time and under budget.

VALUE: **SAFETY & WELLBEING**

The Department provides safe environments for community members to engage with, be physically active in, and find renewal through time spent in nature, while also protecting natural systems.

This includes prioritizing actions such as:

- Implementing education and communication campaigns focused on visitor safety
- Emphasizing the importance of practicing proper trail etiquette
- Providing ranger presence and support across the system through cordial and informational contacts, alongside regulation enforcement
- Factoring mental health and wellness benefits into decision making
- Implementing projects to ensure ADA compliance and enhancing experiences for diverse abilities

Left: Wayfinding sign at Soapstone Prairie
Photo by: Logan Simpson

Right: Participants in Club Outdoors jumping in the tall grass
Photo by: City of Fort Collins

Examples of Safety & Wellbeing:

COLLABORATING TO ENSURE RIVER SAFETY

As snow melts from the Rockies, outdoor enthusiasts flock to the Poudre River to enjoy tubing, white water rafting, fishing, picnicking and kayaking. However, during peak runoff when the river conditions can be dangerous and even deadly, public safety messaging and patrol is critical. During high water flows, NAD partners with cross-City departments, Poudre Fire Authority, and the Poudre Heritage Alliance on coordinated river access point closures and consistent messaging to keep the public informed.

SOAPSTONE PRAIRIE WAYFINDING PROJECT

Soapstone Prairie Natural Area is a remote and vast site with over 30 miles of single-track trail. While visitation is lower than other natural areas, Natural Area Rangers frequently field calls from visitors lost on the trail system. In 2024, based on visitor feedback, the Department designed and implemented a more comprehensive wayfinding sign program at Soapstone Prairie. Since installing updated signs, visitors have called for assistance less often and have provided positive feedback on the reliability of the signs.

VALUE: **BELONGING**

The Department ensures activities and places welcome all and encourage a diversity of experiences.

This includes prioritizing actions such as:

- Acquiring natural spaces near the places the community lives, works, learns, and plays
- Creating fun and formative educational experiences for young people to encourage a lifelong love of the outdoors
- Translating print and digital materials, including signs and brochures
- Providing volunteer stewardship opportunities for community members to give back to the places they love

Examples of Belonging:

NATURE RIGHT OUTSIDE YOUR DOOR

Since 2015, the Department has managed implementation of the municipality's Nature in the City program that works to integrate nature into every corner of the community and everyday life. From pollinator patches to hands on, outdoor classrooms, the community finds diverse ways to connect with nature across over 100 projects.

BREAKING DOWN THE BARRIERS TO ACCESSING NATURE

In partnership with the local Boys & Girls Club organization, NAD engages kids in deep and meaningful education programs each summer. The Club Outdoors program works with kids that otherwise might not have opportunities and time to spend outside with their families. This three-week summer experience includes a series of field trips and hands-on experiences ranging from dip netting in the Poudre River to nature journaling at Reservoir Ridge Natural Area.

VALUE: **SERVICE**

The Department demonstrates honesty, transparency, inclusivity, and respect by providing authentic and diverse engagement opportunities that focus on listening and active participation.

This includes prioritizing actions such as:

- Offering diverse volunteer opportunities across natural areas
- Engaging surrounding neighborhoods and diverse communities in zone-based planning and project implementation efforts
- Providing clear and concise instructions for permitting
- Educating about regulations and how they protect natural areas and visitors
- Communicating wayfinding, accessibility and programming opportunities using a variety of media

Examples of Service:

CITYWIDE SITE CLEANUP TEAM

Since fall 2022, a team of multiple City departments and community partners has met weekly to organize outreach and support for unhoused community members and coordinate cleanups for sites with trash and hazardous materials. This collaboration provides inclusive engagement, transparent data collection and analysis to inform future actions, and explores alternative shelter options and programs for those experiencing homelessness. As a part of this team, NAD protects sensitive resources while ensuring the safety of staff and creating a welcoming environment for all.

NIGHT SKY MONITORING

Light pollution can disrupt wildlife's breeding and migration patterns, reduce survival, and deter animals from using their natural habitat. In collaboration with the National Park Service, the Department trained community members to monitor artificial light levels in natural areas to help the Department and community understand potential wildlife impacts and educate neighbors on night sky friendly updates to exterior outdoor lighting.

Left: Lunar eclipse in dark skies
Photo by: Greg Halec

Right: On the trail at Kestrel Fields Natural Area
Photo by: City of Fort Collins

VALUE: **PARTNERSHIP**

The Department leverages shared decision-making and invests in increasing the impact of conservation actions through building relationships across City departments, agencies, and with community groups.

This includes prioritizing actions such as:

- Working with Larimer County Department of Natural Resources and regional municipalities to conserve land and water and provide habitat protections across Northern Colorado
- Leveraging cross-department expertise and opportunities to meet NAD goals alongside other City goals such as stormwater protection, safe routes to school, increasing pollinator habitat, and affordable housing
- Supporting region-wide coordination efforts such as NoCoPlaces regional planning, the NoCo Fireshed Collaborative, and trails such as the Poudre Trail and the Colorado Front Range Trail
- Completing routine surveys of plants and animals and contributing to regional data sets and monitoring efforts

Examples of Partnership:

PARTNERING FOR CONSERVATION AND CONNECTIONS AT KESTREL FIELDS NATURAL AREA

The 73-acre Kestrel Fields Natural Area provides access to nature, a safe route to schools, and the opportunity to experience a diversity of conservation activities. As the site of one of two pilot conservation agriculture projects, Kestrel Fields supports small-scale restoration alongside fields of locally grown fruits and vegetables. One of the most important projects on this site is a native seed bank project, which provides critical supplies for restoration projects throughout the Natural Areas network.

URBAN PARTNERSHIPS TO ADDRESS MULTIPLE CITY GOALS

In northwest Fort Collins, a cross-City partnership supports multiple goals through the acquisition of and planning for the 54-acre Puente Verde Natural Area. The site will eventually support multiple stormwater detention ponds designed to mimic natural habitats, like what is found on the beloved Red Fox Meadows Natural Area. Additionally, NAD is holding 2 acres of the property with existing buildings that may be purchased by the City's Social Sustainability team with an eye toward development of affordable housing.

GOALS

Sunrise at Soapstone Prairie
Photo by: City of Fort Collins

CONSERVE AND PROTECT LAND & WATER

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STRENGTHEN HABITATS & BUILD RESILIENCY

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SUPPORT ACCESS TO NATURE

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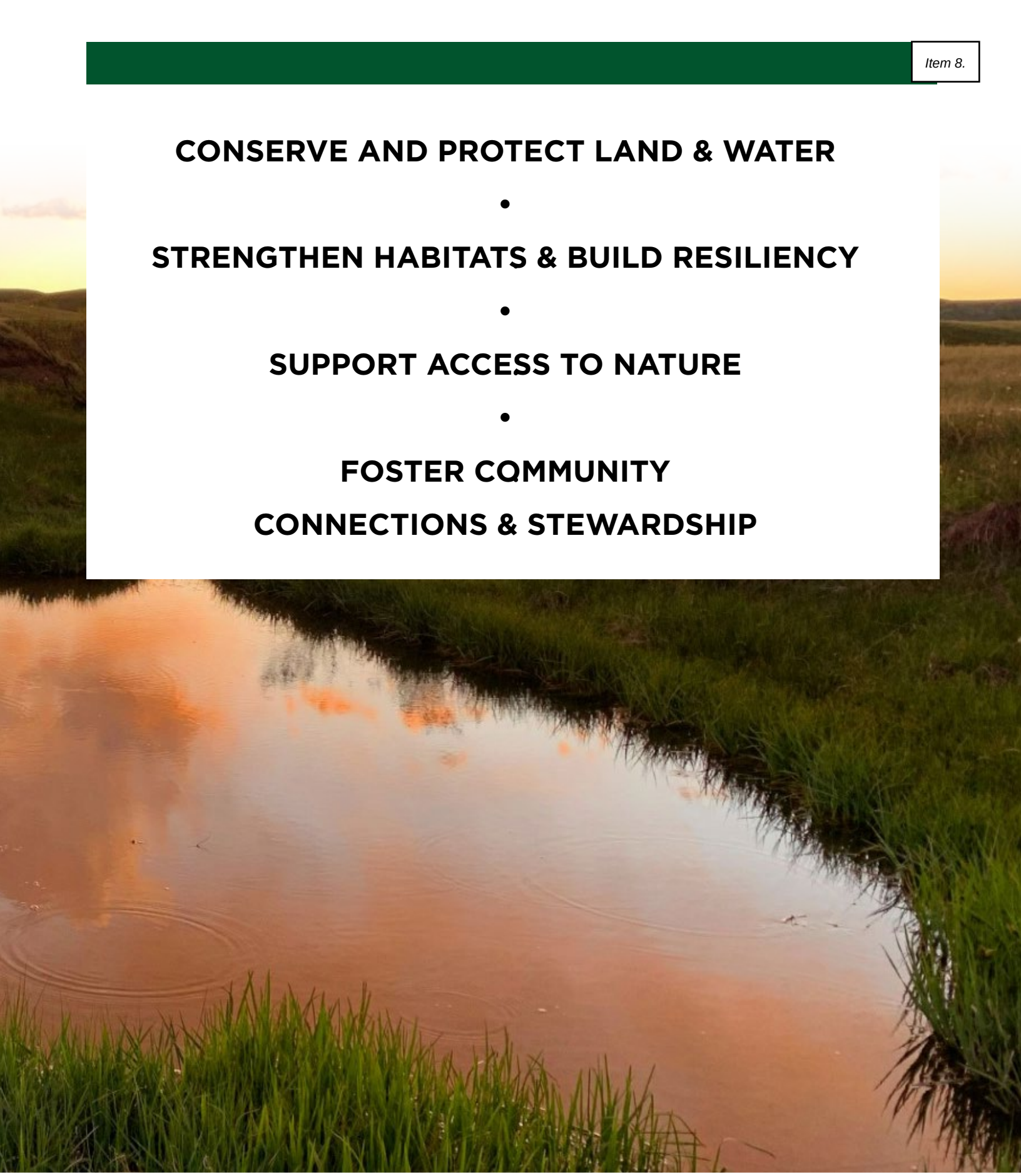
FOSTER COMMUNITY CONNECTIONS & STEWARDSHIP



NATURAL AREAS
STRATEGIC FRAMEWORK
THE GUIDE TO CONSERVATION AND STEWARDSHIP

GOAL 1: **CONSERVE AND PROTECT LAND & WATER**

The protection of land and water sustains connected landscapes, sensitive and important habitats, and the cultural connections and heritage of the region.

NAD supports the biodiversity and landscape of Northern Colorado through continued dedication to its *conservation-first* mission. As the region grows, less land and water are available for acquisition and the cost of acquisition increases. At the same time, there are still connections to be made, important habitats to be conserved, opportunities to add more water to riparian areas, and chances to make access to nature more equitable.

The Department will address these challenges and opportunities by:

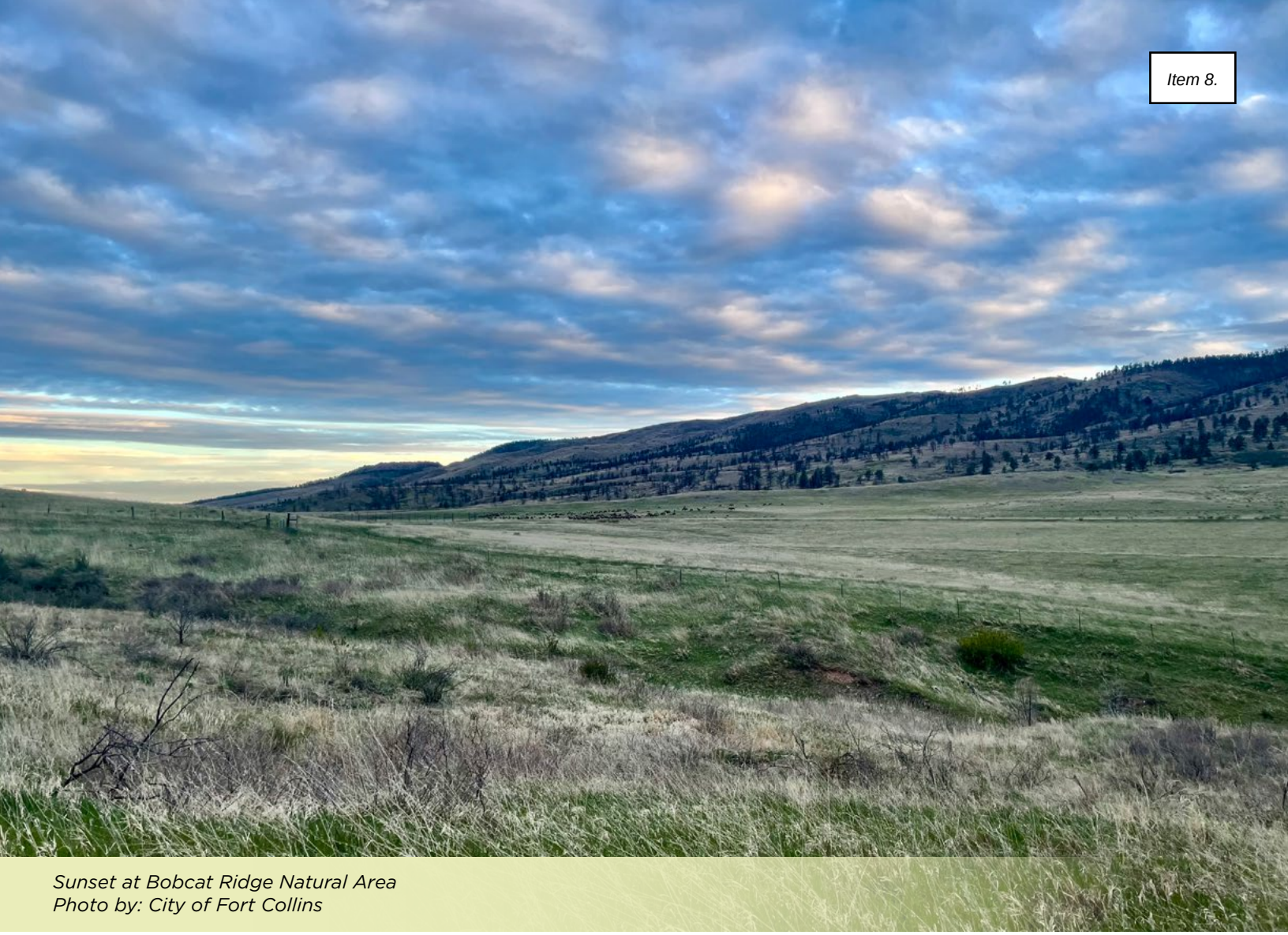
- Working with willing landowners to acquire additional properties
- Continuing to connect riparian corridors, regional landscapes, community separators, and neighborhood natural areas
- Engaging private landowners to secure and monitor conservation easements
- Protecting flows in the Cache la Poudre Watershed and enhancing instream flows

Examples of Conserving and Protecting Land & Water:

PROTECTING LAND TO SUPPORT REGIONAL CONSERVATION NETWORK

Between 2022 and 2023, the Department partnered with the Larimer County Department of Natural Resource to acquire two properties, adding 675 acres of conserved land to Bobcat Ridge Natural Area. This regional natural area creates a buffer between the protected wildland of the Roosevelt National Forest and more developed urban areas to the east, while allowing visitors to enjoy access to a broad landscape of conserved land. This conservation effort was a priority because of its adjacency to previously conserved NAD land, as well as its proximity to large areas of protected open space. By acquiring this property, NAD extended protections for many large mammal species frequently found in this area including elk, black bear, mountain lions, and of course, bobcats.

In the coming decade, the Department will prioritize protecting land and water with high conservation value including unique wildlife habitats, rare plants, instream flows, and extending landscape-scale conservation work. The Department will work to introduce these areas to the community in ways that respects and upholds the integrity of these ecosystems.



Sunset at Bobcat Ridge Natural Area
Photo by: City of Fort Collins

A NEW NATURAL AREA FOR NORTHWEST FORT COLLINS

In northwest Fort Collins, just off Willox Avenue, the Department has been working to protect a series of properties along Dry Creek, a tributary of the Poudre River. Between 2017 and 2022, six properties were acquired totaling approximately 40 acres. This area has long been identified as both a wildlife corridor and a part of the community in need of trail connections for residents. The Department prioritized this area for acquisition to help address adjacent neighborhood feedback that they felt disconnected from nature and the Poudre River corridor.

In the coming decade, the Natural Areas Department will continue to acquire properties that can serve as neighborhood natural areas and uphold the unique character and heritage of the community. The Department will work to ensure all residents have access to high quality nature.

The Natural Areas Department will establish updated metrics tracking land and water conservation, including the balance of local and regional land protection and flow protection efforts.

NATURAL AREAS
STRATEGIC FRAMEWORK
THE GUIDE TO CONSERVATION AND STEWARDSHIP

GOAL 2: **STRENGTHEN HABITATS & ECOLOGICAL RESILIENCE**

Healthy ecosystems provide a wide range of habitats, clean water, and protection in changing conditions, allowing plants and wildlife to thrive. Through restoration and adaptive management, the Department works to take a data-informed approach to improve the condition of ecosystems.

As the climate changes and the regional population grows, plants and wildlife risk losing key habitat elements resulting in potential loss to biodiversity. The resulting less complex natural systems are more susceptible to natural events such as fire and flooding.

The Department will address these challenges by:

- Restoring land, rivers, and water bodies through the application of best available science
- Conducting baseline inventories and growing long-term monitoring programs to guide adaptive management
- Promoting habitat resilience through responsible disturbance management
- Investing in the recovery and reintroduction of native, rare, endangered, or locally extinct species, while also working to maintain strong populations of more common species
- Supporting cross-City objectives for resilience including flood conveyance, carbon sequestration, and heat island mitigation

Examples of Strengthening Habitat and Ecological Resilience:

MANAGING FOR CHANGING CONDITIONS ON COYOTE RIDGE NATURAL AREA

Just southwest of Fort Collins, sits a complex of conserved lands, including Coyote Ridge Natural Area. This acreage provides an important separator between two quickly growing Northern Colorado communities. It also tells the story of the Department's evolving approach to restoration and ongoing management. Between 2007 and 2022, staff restored 800 acres of a former dryland wheat field to a native shortgrass prairie - 50 acres at a time. Over these years, the Department's restoration practice evolved to incorporate the use of diverse seed mixes and to prioritize ongoing monitoring. In recent years, assessments of bird and plant diversity across this area demonstrated the need to integrate disturbance into the maturing restoration project in order to maintain the vitality of the restored habitat.

In the coming decade, the Department will integrate beneficial disturbance across Coyote Ridge and other natural areas through the use of tools such as grazing and prescribed fire. Using these tools, NAD will work to support wildlife and plants, while enhancing community resilience.

Red fox (Vulpes vulpes) seen at it's namesake Red Fox Meadows Natural Area
Photo by: Norm Keally

KEEPING WATER IN THE POUDRE RIVER AND IMPROVING IMPORTANT HABITAT

In partnership with Fort Collins One Water Utility, the Department set out to maintain a unique City water right that keeps flows in the Poudre River for fish, wildlife, and recreation. The Colorado Water Law principle of "use it or lose it" means water users must prove they are actively using water rights for the intended use or potentially lose the ability to use that water in the future. By reviving a relic side-channel on Colorado State University's Environmental Learning Center, the Department worked to protect existing instream water rights and improve fish and wildlife habitat, while reconnecting Running Deer Natural Area to the river's floodplain. The project also built refuge pools to support the rare, native Plains Topminnow, and installed large wood structures to mimic the natural ecological function of animals such as beavers. These structures reduce the force of high flows, improve conditions for wildlife, and concentrate flows to support fish habitat.

In the coming decade, Natural Areas will work with regional partners to restore sections of the Cache la Poudre River and its tributaries, informed by the results of the Poudre River Health Report. These efforts will work to improve ecological function and protect the health of the river.

Natural Areas will track progress by monitoring the acres actively managed to improve plant and wildlife habitat and the overall health of the Poudre River watershed. Management actions will adapt based on monitoring results.

NATURAL AREAS
STRATEGIC FRAMEWORK
THE GUIDE TO CONSERVATION AND STEWARDSHIP

GOAL 3: **SUPPORT ACCESS TO NATURE**

Human connection to nature supports wellbeing, inspires a sense of community, and instills a conservation ethic. By providing diverse opportunities to connect with nature, the Department contributes to the overall welfare of the community in ways that are grounded in resource protection, equity, and inclusion.

Access to nature draws people from across the region to Fort Collins. As more people get out to enjoy natural areas, they bring unique interests and needs. While NAD and other regional agencies face growing visitation pressure on resources, they also recognize a growing need to provide places of respite for community members in a busy world.

NAD will address these challenges by:

- Developing and maintaining a sustainable trail system to minimize erosion, protect habitats, preserve water quality, and better adapt to changing conditions
- Enhancing existing and developing new visitor amenities to meet or exceed accessibility standards where possible, ensuring a broad range of inclusive nature-based experiences for all ability levels
- Monitoring visitor use trends and community desires to provide welcoming and inclusive experiences in nature
- Providing high-quality visitor experiences while protecting critical natural resources
- Participating in partnerships that foster a coordinated visitor experience across the region and align with state-level policies and initiatives

Examples of Supporting Access to Nature:

SUSTAINABLE TRAIL MANAGEMENT IN FOOTHILLS NATURAL AREAS

Natural areas just west of Fort Collins provide excellent wildlife and plant habitat, scenic views, and a treasured opportunity for the community to connect with nature. While the terrain and interconnected trail system make foothills natural areas a coveted destination for outdoor enthusiasts, the erosive soils, high visitation, and steep slopes pose significant challenges for ongoing maintenance and use. To protect sensitive resources and create more sustainable conditions, NAD staff rerouted several foothills trails, reduced grades, blended soils, and installed check ramps for durability. As this effort continues, more trails can remain open to the public when the region experiences wet and muddy conditions, and staff can tackle ongoing maintenance more sustainably.

In the coming decade, the Department will monitor existing trail conditions and visitor use, while designing new trails to minimize erosion, protect habitats, preserve water quality, and provide high quality and inclusive visitor use experiences.

Learning on the trail at Kestrel Fields Natural Area
Photo by: Bill Walton

ADVANCING ACCESSIBILITY THROUGH DATA INFORMED DECISION MAKING

In 2024, the Natural Areas Department launched a multi-year trail inventory initiative using the High Efficiency Trail Assessment Process (HETAP) to gather detailed, objective data on trail conditions. This advanced technology records grade, cross-slope, width, and obstacles to provide a comprehensive picture of trail accessibility. The information will be shared with the public through maps and on-site signage, helping visitors of all abilities choose the trail that best suits their accessibility needs. The data will also guide the department in planning and prioritizing future trail maintenance projects.

Over the next decade, the Natural Areas Department will focus on collecting, digitizing, and publicly sharing comprehensive trail condition data to provide users with up-to-date information to help them navigate trails confidently and safely. In addition, the Department will collaborate with local and regional partners to share this data for integration into broader, regionally connected trail systems.

GOAL 4: **FOSTER COMMUNITY CONNECTIONS & STEWARDSHIP**

As Fort Collins' population changes, how people experience natural areas continues to evolve. Natural Areas' engagement and education bolster the community's commitment to conservation and land stewardship, inspiring people to protect the environment on conserved lands and beyond.

The Department will work to keep stewardship at the heart of the Fort Collins community by:

- Engaging diverse audiences through a variety of education and outreach programs that meet each group where they are with inclusive messaging and transparency
- Upholding safety across the community through regulation enforcement and education about wildlife, visitor etiquette, and resource protection
- Inspiring volunteerism to create a diverse group of natural area ambassadors that drive community actions around conservation
- Working with the Native American and Indigenous community and other historically underserved community groups to honor connections to nature
- Bolstering stewardship beyond the boundaries of natural areas through investment in community-led projects and support resources

Examples of Fostering Community Connections and Stewardship:

UPDATED SIGNS TO PROVIDE CONSISTENT AND WELCOMING MESSAGING

In 2024, the Department embarked on an ambitious multi-year project to establish consistent sign messaging, design, placement, and quantity across natural areas. An initial sign inventory identified over 2,400 signs of various designs and messaging across the natural areas system. Additionally, an analysis of best practices for effective and welcoming sign messaging was completed. Together, the inventory and analysis provide a data-informed foundation for the new NAD Sign Manual that will guide signage across the natural areas moving forward.

In the coming decade, the Department will implement a strategy to ensure messaging is effective, accessible, consistent, and provides important information in a welcoming format.

Exploring the river bottom at McMurry Natural Area
Photo by: Bill Walton

COLLABORATIVE VOLUNTEER PROGRAMS

With training in first aid, visitor engagement, local ecology, safety, and stewardship, the Volunteer Ranger Assistants (VRAs) extend the reach of Larimer County and City Rangers to educate the public. In 2023, 81 VRAs contributed 1,672 hours of service and made more than 6,300 contacts with community members visiting natural areas and open spaces across Larimer County. This partnership expands the service and safety of visitors, while cultivating community stewards.

In the coming decade, the Department will continue to engage volunteers to support the diverse aspects of it's conservation and stewardship efforts. Volunteers not only dedicate their time and talents to the Department's mission, they are community ambassadors.

The Department will evolve metrics related to the impact of community connections and track stewardship actions across the community.

VRA Lynn Larkin reflects on her experience:

> **"The beautiful Colorado outdoors has been my love for my entire life. When I learned Natural Areas, in partnership with Larimer County Open Space, has a Volunteer Ranger Assistant Program, I immediately applied. This opportunity has enhanced every aspect of my outdoor experience. In addition to continuing education and training, I can do what I love best, hiking, with additional skills and support."**

COMMUNITY ENGAGEMENT

In creating this Strategic Framework, staff actively sought diverse perspectives to help the document embody community-supported conservation and stewardship.

The Strategic Framework reflects the breadth and depth of perspectives from all segments of the community. Data collection and analyses used mixed methods, integrating survey results and conversations. This allowed a comprehensive approach to building insights on public perceptions and preferences.

Broad community input was gathered in the following ways:

QUESTIONNAIRES

1 **590**
Strategic Framework Questionnaire Responses

2 **515**
Statistically Valid Results

1,219
Open Ended Results

Our Lands Our Future Questionnaire Responses

AWARE

Efforts to make people aware of engagement opportunities or visited the project website.

16
Community Wide Events Attended

- ✓ Website
- ✓ Newsletters
- ✓ E-news
- ✓ Social Media Posts
- ✓ Questionnaire Postcards

INFORMED

Those that interacted with the website by clicking on a link, attending an event, or asking a question.

2,400
Interactions at Community Events

1,830
Total Website Views

ENGAGED

Residents who have given direct feedback, taken a questionnaire, or participated in an activity.

8 Historically Underrepresented Focus Groups

3 Technical Advisory Committee Meetings

13 External Partner Organizations Engaged

5 Other City Departments Engaged

Whitewater rafting on the Poudre River
Photo by: City of Fort Collins

The community's feedback, along with foundational guidance including ballot measures, the Department's Mission, and City direction, helped develop the NAD vision, values, and goals articulated in this Strategic Framework. Below are themes heard from the community that helped shape the development of the vision, values, and goals.

THEMES FROM ENGAGEMENT

- **ACCESS**
- **COMMUNITY ENGAGEMENT**
- **CONNECTIVITY**
- **EDUCATION**
- **EQUALITY**
- **HABITAT PRESERVATION**
- **HEALTH**
- **INCLUSION**
- **LAND CONSERVATION**
- **PARTNERSHIPS**
- **PLANNING & FUNDING**
- **SAFETY**
- **SPECIFIC PLACES**
- **STEWARDSHIP & MAINTENANCE**
- **VISITOR EXPERIENCE**

COMMUNITY ENGAGEMENT IN ACTION

The Department has worked hard to build relationships with historically underrepresented groups through purposeful communication and programs. Focused engagement for the Strategic Framework elevated the voices of those who may not have been involved in the past and gave the Department an opportunity to learn and to incorporate feedback.

LISTENING TO LOCAL EXPERTS

A Technical Advisory Committee, comprised of representatives from a variety of disciplines ranging from conservation groups to natural area visitors representing specific community interests, provided input reflective of their experiences and perspectives. Agencies and non-profit partners from across the region, as well as various City departments, also provided input throughout the process.

Top left: Community engagement at Kingfisher Point Natural Area
Photo by: The City of Fort Collins

Middle left: Workshop with local experts
Photo by: The City of Fort Collins

Bottom left: Forest bathing at Gateway Natural Area
Photo by: The City of Fort Collins

Right: Blue grama (Bouteloua gracilis) flowering
Photo by: The City of Fort Collins

Mountain lions (Puma concolor) and coyote (Canis latrans) at Bobcat Ridge Natural Area
Photo by: City of Fort Collins

CONCLUSION

The vision, values, and goals set the groundwork for future priorities, policies, and work plans that the Department will review on a constant basis. By working together, Fort Collins and the region can be ready for the challenges and opportunities ahead.

The Natural Areas Strategic Framework builds on past and current plans, policies, and programs. For more information on other plans and policies, please visit www.fcgov.com/naturalareas/ or contact the Department at 970.416.2815.

Left: Black-footed ferret (Mustela nigris) at Soapstone Prairie
Photo by: City of Fort Collins

Right: Shrub planting at Kestrel Fields Natural Area
Photo by: City of Fort Collins

ACKNOWLEDGMENTS

PLANNING TEAM:

- Kristy Bruce, Environmental Planner
- Rachel Balduzzi, Public Engagement Senior Supervisor
- Julia Feder, Conservation & Stewardship Planning Manager
- Todd Juhasz, Environmental Planner
- Jenny Roberts, Environmental Planner
- Kelly Smith, Senior Environmental Planner

NATURAL AREAS CONTRIBUTING TEAM LEADS:

- Katie Donahue, Natural Areas Director
- Matthew Parker, Ecological Stewardship Manager
- Aaron Reed, Built Infrastructure Manager
- Zoe Shark, Community Connection & Protection Manager

TECHNICAL ADVISORY COMMITTEE:

- Beth Bullard, Poudre Heritage Alliance
- Hannah Casey, Overland Mountain Bike Association
- Heather Dannahower, Front Range Community College
- Dr. Ricky Frierson, Warner College of Natural Resources (CSU)
- Lee Granau, Colorado Natural Heritage
- Jesse Gray, Audubon Society
- Kassandra Lindsey, Colorado Geological Society
- Robert Malone, Fort Collins Running Club
- Brenda McDowell, Adaptive Recreation Opportunities
- Dr. David Rojas, College of Veterinary Medicine and Biomedical Sciences (CSU)
- Katy Schneider, Visit Fort Collins
- Linda Smith, Colorado Native Plant Society
- Ty Smith, Native American Cultural Center (CSU)
- Jeremy White, National Park Service

CITY COUNCIL:

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

LAND CONSERVATION AND STEWARDSHIP BOARD:

- Ross Cunniff, Board Chair
- Scott Mason, Vice Chair
- Denise Culver
- Andrea Elson
- Jennifer Gooden
- Holger Kley
- Elena Lopez
- River Mizell
- Joe Piesman
- Mark Sears
- Tom Shoemaker

Special thanks to focus group participants, City Staff, and the Fort Collins community members and visitors who shaped this plan.

Planning process and document supported by Logan Simpson and the Institute for the Built Environment.

CONTACT US:
www.fcgov.com/naturalareas
naturalareas@fcgov.com
970.416.2815

City of Fort Collins Natural Areas

File Attachments for Item:

9. Second Reading of Ordinance No. 125, 2025, Authorizing the Conveyance of an Emergency Access Easement on a Portion of the Larimer County Landfill to Poudre Fire Authority.

This Ordinance, unanimously adopted on First Reading on July 15, 2025, authorizes the conveyance of one Emergency Access Easement (the “Easement”) on a portion of co-owned City property presently known as Larimer County Landfill to Poudre Fire Authority.

August 19, 2025

AGENDA ITEM SUMMARY
City Council

STAFF

Raime Lanham, Real Estate Specialist
Jonathan Piefer, Lead Real Estate Specialist

SUBJECT

Second Reading of Ordinance No. 125, 2025, Authorizing the Conveyance of an Emergency Access Easement on a Portion of the Larimer County Landfill to Poudre Fire Authority.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on July 15, 2025, authorizes the conveyance of one Emergency Access Easement (the "Easement") on a portion of co-owned City property presently known as Larimer County Landfill to Poudre Fire Authority.

STAFF RECOMMENDATION

Staff recommend adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

The Property

A 320 acre portion (the "Property") of the land known as Larimer County Landfill was acquired by the City from Norbert F. Graese and Anita Belle Graese by that certain Warranty Deed dated October 5, 1962, recorded at Book No. 1193, Page 123, with Clerk and Recorder's Records, Larimer County, Colorado. An undivided ¼ interest in the Property was subsequently conveyed to the Board of County Commissioners of Larimer County, Colorado, by that certain Warranty Deed dated November 29, 1967, recorded at Book No. 1375, Page 863, with Clerk and Recorder's Records, Larimer County, Colorado, and another undivided ¼ interest in the Property was conveyed to The City of Loveland, Colorado, by that certain Warranty Deed dated December 5, 1967, recorded at Book No. 1376, Page 187, with Clerk and Recorder's Records, Larimer County, Colorado.

The ownership of the Property is currently vested in the City (1/2), Board of County Commissioners of Larimer County, Colorado (1/4), and The City of Loveland, Colorado (1/4), as tenants in common, and, to properly grant the easement, all three owners of the Property (the "Owners") must execute the proposed Easement.

The City operated the Landfill from 1963 until January 1, 1975, after which Larimer County operated the Landfill pursuant to an agreement among the Parties dated November 21, 1974, and Larimer County remains the current operator.

The Project

Larimer County has requested the Easement as part of a project (the "Project") to install new improvements to the Larimer County Landfill to support an improved regional waste management and diversion system, including a new Central Diversion and Transfer Station (the "Transfer Station"). The Project will modify access to the redesigned Transfer Station by creating separate designated traffic lanes for residential users and commercial trash haulers and relocating the access routes (see attachments). Accordingly, the existing entrance and exit for the Larimer County Landfill will be closed to the public and relocated to another area. As part of this Project, the Larimer County Planning Commission has requested that all owners convey an emergency access easement to Poudre Fire Authority ("PFA") to create a secondary emergency access route to the Transfer Station.

The easement is intended to provide emergency vehicle access; improving response times and enhancing public safety by allowing direct access from the adjacent roadway to remote areas of the landfill site. PFA intends to use the existing dirt and gravel roads on the Property as part of the Easement, and the Project does not presently include any planned improvements to these roads.

The Easement

The requested Easement consists of one (1) proposed permanent non-exclusive Emergency Access Easement totaling 0.97 acres. The Easement is intended to allow the construction, maintenance, and ongoing use of an emergency vehicle access route, utilizing an already used traffic pattern to ensure functional and safe access conditions throughout the easement area. All activities within the Easement will comply with current operational protocols and environmental safeguards in place for the landfill site.

Alternative Location Analysis

No alternative location was considered due to the operational configuration of the landfill and the necessity of access to specific areas within the Property. The alignment of the easement was determined based on topography, existing infrastructure, and emergency response needs.

CITY FINANCIAL IMPACTS

Aside from staff time, there is no cost to the City associated with the Easement. However, staff estimates the fair market value of the Easement to total $35,437. The City and other Owners are not seeking compensation from Larimer County or PFA for this Easement, given its public safety purpose and shared operational benefit.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None. The City-owned interest in the Property is owned and managed by the Operation Services Department, and no Board, Commission, or Committee oversight or approval is required.

PUBLIC OUTREACH

None.

ATTACHMENTS

First Reading attachments available in July 15, 2025, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 125, 2025

ORDINANCE NO. 125, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE CONVEYANCE OF AN EMERGENCY
ACCESS EASEMENT ON A PORTION OF THE LARIMER
COUNTY LANDFILL TO POUDRE FIRE AUTHORITY

A. The Larimer County Solid Waste Facility at 5887 S. Taft Hill Road ("Landfill") is a regional solid waste processing and disposal site operated and maintained by Larimer County (the "County").

B. The site on which the Landfill operates is described as the North one-half of Section 9, Township 6 North, Range 69 West of the 6th P.M. ("Landfill Site").

C. Since 1967 the Landfill Site has been and is currently owned in the following undivided interests: 50% the City, 25% the County, and 25% the City of Loveland (together, the "Owners").

D. The City operated the Landfill from 1963 until January 1, 1975, after which the County operated the Landfill pursuant to an agreement among the Owners dated November 21, 1974. The County remains the current operator of the Landfill.

E. Larimer County seeks to install new improvements at the Landfill to support a new regional waste management and diversion system, including a new central diversion and transfer station (the "Transfer Station"). As part of the project to build the new Transfer Station, the Larimer County Planning Commission requested that the Owners convey an access easement to Poudre Fire Authority to create a secondary access route to the Transfer Station for emergency fire access. Poudre Fire Authority intends to use existing dirt and gravel roads on the Landfill Site for the easement.

F. The form of the easement with its terms and conditions (the "Easement") is shown on Exhibit A, attached hereto and incorporated herein by this reference. The area of the Easement is described on Exhibit A to the Easement.

G. The City has estimated the fair market value of the Easement is $35,437.

H. 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.

I. Section 23-114 of the City Code authorizes the City Council to dispose of interests in real property for less than fair market value provided that the City Council determines that such disposition serves a bona fide public purpose.

J. City staff has recommended that the City grant the Easement at no cost to Poudre Fire Authority.

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

Section 1. The City Council finds that granting the Easement on the terms and conditions described herein is in the best interests of the City and serves a bona fide public purpose in accordance with the requirements of Section 23-114 of the City Code because:

a. The Easement promotes health, safety or general welfare and benefits a significant segment of the residents of Fort Collins because it allows for effective fire response at the Landfill;
b. The Easement supports the City's goal of helping to ensure a safe community with effective fire response;
c. The financial support provided through the grant of the Easement to Poudre Fire Authority can be leveraged through benefits to the City's cooperative relationship with Poudre Fire Authority;
d. The financial benefit to Poudre Fire Authority is not substantial relative to the public purpose of improving emergency response to fire;
e. The grant of the Easement will not interfere with current City projects or work programs, hinder workload schedules or divert resources needed for primary City functions or responsibilities.

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

Introduced, considered favorably on first reading on July 15, 2025, and approved on second reading for final passage on August 19, 2025.

_____
Mayor

ATTEST:

_____
Sr. Deputy City Clerk

Effective Date: August 29, 2025
Approving Attorney: Ted Hewitt

Exhibits: Exhibit A – Deed of Dedication of Easement

DEED OF DEDICATION OF EASEMENT

The undersigned **CITY OF FORT COLLINS, COLORADO**, a municipal corporation, **CITY OF LOVELAND, COLORADO**, a municipal corporation and **BOARD OF COUNTY COMMISSIONERS OF LARIMER COUNTY, COLORADO**, a political subdivision of the State of Colorado (the "Grantors"), being the owners of certain real property in the County of Larimer, State of Colorado, in consideration of Ten Dollars ($10.00) in hand paid, receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby dedicate, transfer, and convey to the Poudre Fire Authority, for public use forever a permanent easement for emergency access in the County of Larimer, State of Colorado, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Easement").

The Poudre Fire Authority's rights under the Easement include the right of emergency vehicles and personnel to access the Easement; the right to designate the Easement as a fire lane with the enforcement of provisions required through said designation of a fire lane; and the right to cite, ticket, and/or tow vehicles and/or remove obstructions within the Easement that prevent and/or restrict the maintaining of emergency access. Grantors reserve the right to use the Easement for purposes that do not interfere with the full enjoyment of the rights hereby granted.

Grantors will maintain the surface of the Easement in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements.

Grantors will not install on the Easement, or permit the installation on the Easement, of any building, structure, improvement, fence, retaining wall, sidewalk, tree or any other obstruction that would negatively impact the ability of emergency vehicles and personnel to utilize the Easement as intended, designed and approved. In the event such obstacles are installed in the Easement, the Poudre Fire Authority has the right to require Grantors to remove such obstacles from the Easement. If Grantors do not remove such obstacles, the Poudre Fire Authority may remove such obstacles without any liability or obligation for repair and replacement thereof, and charge the Grantors the Poudre Fire Authority's costs for such removal. If the Poudre Fire Authority chooses not to remove the obstacles, the Poudre Fire Authority will not be liable for any damage to the obstacles or any other property to which they are attached.

The rights granted to the Poudre Fire Authority by this Deed inure to the benefit of the Poudre Fire Authority's agents, licensees, permittees and assigns.

[SIGNATURES ON FOLLOWING PAGES]

CITY OF FORT COLLINS, COLORADO, a municipal corporation

By: _____
Jeni Arndt, Mayor

Date: _____

ATTEST:

_____
City Clerk
Printed Name: _____

APPROVED AS TO FORM:

_____
Assistant City Attorney
Printed Name: _____

STATE OF COLORADO)
) ss:
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ___ day of _____, 202_, by Jeni Arndt as Mayor of the City of Fort Collins.

Witness my hand and official seal.

_____
Notary Public

My commission expires: _____

CITY OF LOVELAND, COLORADO, a municipal corporation

By: _____
Jim Thompson, City Manager

Date: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Assistant City Attorney

STATE OF COLORADO)
) ss:
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ___ day of _____, 202_, by Jim Thompson as City Manager of the City of Loveland, Colorado.

Witness my hand and official seal.

_____
Notary Public

My commission expires: _____

BOARD OF COUNTY COMMISSIONERS OF LARIMER COUNTY, COLORADO

BY: _____
Chair

ATTEST:

_____
Deputy Clerk of the Board

APPROVED AS TO FORM:

_____
Assistant Deputy County Attorney
Date: June 24, 2025

STATE OF COLORADO)
) ss:
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of _____, 202_ by _____ as Chair of the Board of County Commissioners, Larimer County, Colorado.

Witness my hand and official seal.

_____
Notary Public

My commission expires: _____

This Deed of Dedication is accepted by the Poudre Fire Authority this ___ day of _____, 20__.

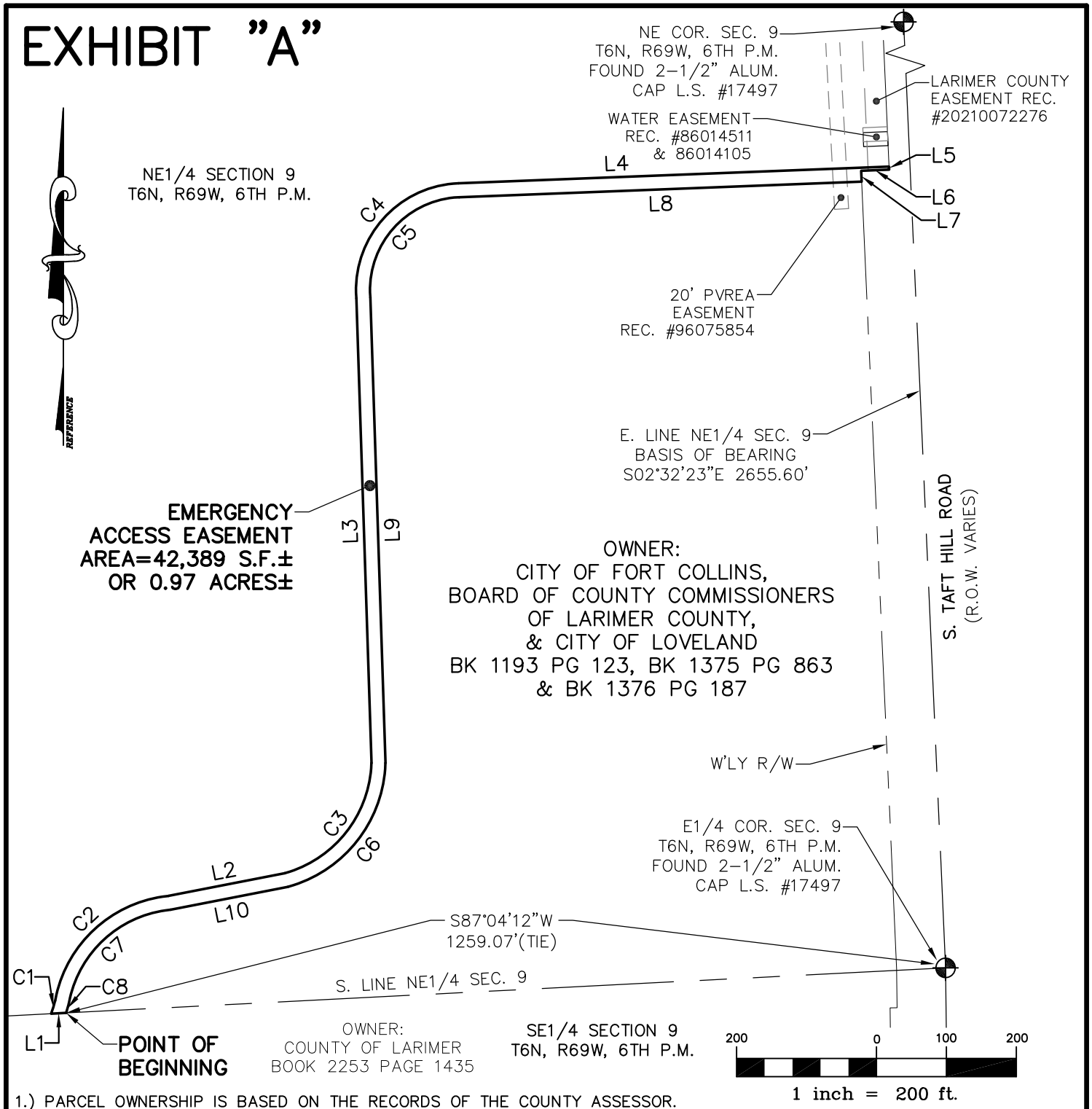
_____
Poudre Fire Authority

By: _____

EXHIBIT "A"

(on following four pages)

EXHIBIT "A"



1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: A.S.
CHKD. BY: J.L.
DATE: 04/10/25
SCALE: 1" = 200'

FILE: R14146
SHEET: 1 OF 4
W/O #:

EMERGENCY ACCESS EASEMENT

LINE AND CURVE TABLES

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S87°04'12"W	21.53'
L2	N78°58'46"E	169.11'
L3	N01°51'58"W	664.77'
L4	N87°46'44"E	615.82'
L5	S02°32'23"E	4.30'
L6	S87°27'37"W	40.00'
L7	S02°32'23"E	15.47'
L8	S87°46'44"W	575.93'
L9	S01°51'58"E	665.88'
L10	S78°58'46"W	170.82'

CURVE TABLE					
NO.	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	19.33'	174.25'	6°21'26"	N16°53'50"E	19.32'
C2	237.14'	183.74'	73°56'52"	N47°17'32"E	221.02'
C3	214.64'	169.56'	72°31'48"	N38°11'56"E	200.59'
C4	245.79'	152.69'	92°13'55"	N41°39'46"E	220.10'
C5	214.03'	132.69'	92°25'13"	S41°34'07"W	191.57'
C6	241.45'	189.56'	72°58'52"	S38°13'06"W	225.46'
C7	212.79'	163.74'	74°27'28"	S47°21'04"W	198.13'
C8	13.76'	194.25'	4°03'34"	S15°33'49"W	13.76'

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
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DATE: 04/10/25
SCALE: 1" = 200'

FILE: R14146
SHEET: 2 OF 4
W/O #:

EMERGENCY ACCESS EASEMENT

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS DESCRIBED AT BOOK 1193 PAGE 123, BOOK 1375 PAGE 863 AND BOOK 1376 PAGE 187, FILED IN THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 9, ASSUMED TO BEAR S02°32'23"E A DISTANCE OF 2655.60 FEET FROM A 2-1/2" ALUMINUM CAP STAMPED L.S. #17497 FOUND AT THE NORTHEAST CORNER OF SAID SECTION 9 TO A 2-1/2" ALUMINUM CAP STAMPED L.S. #17497 FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 9;

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, SAID POINT BEARS S87°04'12"W ALONG SAID SOUTH LINE A DISTANCE OF 1259.07 FEET FROM SAID EAST QUARTER CORNER;

THENCE CONTINUING S87°04'12"W ALONG SAID SOUTH LINE A DISTANCE OF 21.53 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT AN ARC LENGTH OF 19.33 FEET, HAVING A RADIUS OF 174.25 FEET, THROUGH A CENTRAL ANGLE OF 06°21'26" AND A CHORD WHICH BEARS N16°53'50"E A DISTANCE OF 19.32 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT AN ARC LENGTH OF 237.14 FEET, HAVING A RADIUS OF 183.74 FEET, THROUGH A CENTRAL ANGLE OF 73°56'52" AND A CHORD WHICH BEARS N47°17'32"E A DISTANCE OF 221.02 FEET; THENCE N78°58'46"E A DISTANCE OF 169.11 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT AN ARC LENGTH OF 214.64 FEET, HAVING A RADIUS OF 169.56 FEET, THROUGH A CENTRAL ANGLE OF 72°31'48" AND A CHORD WHICH BEARS N38°11'56"E A DISTANCE OF 200.59 FEET; THENCE N01°51'58"W A DISTANCE OF 664.77 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT AN ARC LENGTH OF 245.79 FEET, HAVING A RADIUS OF 152.69 FEET, THROUGH A CENTRAL ANGLE OF 92°13'55" AND A CHORD WHICH BEARS N41°39'46"E A DISTANCE OF 220.10 FEET; THENCE N87°46'44"E A DISTANCE OF 615.82 FEET TO THE WESTERLY RIGHT-OF-WAY OF SOUTH TAFT HILL ROAD;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: 1.) S02°32'23"E A DISTANCE OF 4.30 FEET; 2.) THENCE S87°27'37"W A DISTANCE OF 40.00 FEET; 3.) THENCE S02°32'23"E A DISTANCE OF 15.47 FEET;

THENCE S87°46'44"W A DISTANCE OF 575.93 FEET; THENCE ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 214.03 FEET, HAVING A RADIUS OF 132.69 FEET, THROUGH A CENTRAL ANGLE OF 92°25'13" AND A CHORD WHICH BEARS S41°34'07"W A DISTANCE OF 191.57 FEET; THENCE S01°51'58"E A DISTANCE OF 665.88 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT AN ARC LENGTH OF 241.45 FEET, HAVING A RADIUS OF 189.56 FEET, THROUGH A CENTRAL ANGLE OF 72°58'52" AND A CHORD WHICH BEARS S38°13'06"W A DISTANCE OF 225.46 FEET; THENCE S78°58'46"W A DISTANCE OF 170.82 FEET;

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: A.S.
CHKD. BY: J.L.
DATE: 04/10/25
SCALE: 1" = 200'

FILE: R14146
SHEET: 3 OF 4
W/O #:

EMERGENCY ACCESS EASEMENT

LEGAL DESCRIPTION

THENCE ALONG A NON–TANGENT CURVE TO THE LEFT AN ARC LENGTH OF 212.79 FEET, HAVING A RADIUS OF 163.74 FEET, THROUGH A CENTRAL ANGLE OF 74°27'28" AND A CHORD WHICH BEARS S47°21'04"W A DISTANCE OF 198.13 FEET; THENCE ALONG A NON–TANGENT CURVE TO THE RIGHT AN ARC LENGTH OF 13.76 FEET, HAVING A RADIUS OF 194.25 FEET, THROUGH A CENTRAL ANGLE OF 04°03'34" AND A CHORD WHICH BEARS S15°33'49"W A DISTANCE OF 13.76 FEET TO THE POINT OF BEGINNING; WHENCE SAID NORTHEAST CORNER BEARS N22°45'18"E A DISTANCE OF 2946.70 FEET.

SAID PARCEL CONTAINS 42,389 SQUARE FEET OR 0.97 ACRES, MORE OR LESS.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
CHRISTOPHER P. JULIANA
NUMBER 31158

04/10/25

CHRISTOPHER P. JULIANA, P.L.S. 31158 DATE
FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303–753–9799

DRN. BY: A.S.
CHKD. BY: J.L.
DATE: 04/10/25
SCALE: 1" = 200'

FILE: R14146
SHEET: 4 OF 4
W/O #:

EMERGENCY ACCESS EASEMENT

File Attachments for Item:

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

The purpose of this item is to recommend an appropriation of $22,050 in philanthropic revenue received through City Give. These miscellaneous gifts to various City departments support a variety of programs and services and are aligned with both the City's strategic priorities and the respective donors' designation.

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

August 19, 2025

AGENDA ITEM SUMMARY
City Council

STAFF

Emily Land, Director of Philanthropy & Strategic Partnerships

SUBJECT

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

EXECUTIVE SUMMARY

The purpose of this item is to recommend an appropriation of $22,050 in philanthropic revenue received through City Give. These miscellaneous gifts to various City departments support a variety of programs and services and are aligned with both the City's strategic priorities and the respective donors' designation.

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

STAFF RECOMMENDATION

Staff recommend adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

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

The City received several individual philanthropic donations in 2025 totaling $22,050 to support various departments, and these funds are currently unappropriated. Both Section 2.5 of the City's Financial Management Policy 2 – Revenue, as approved by Council, and the Administrative Philanthropic Governance Policy 6.04, adopted by the City Manager, (together the "City Give Policies"), provide the bases and processes for the responsible and efficient management of charitable donations to the City.

Gifts totaling $22,050 have been received for various programs. These gifts include: $20,000 received from AARP in support Neighborhood Services, $1,500 received from the U.S. Tennis Association in support of Recreation, and $550 received from individual donors in support of various departments and programs.

The respective donors have directed the City to use these generous donations for designated purposes within, and to benefit, City service areas and programs.

CITY FINANCIAL IMPACTS

Upon adoption, this Ordinance will appropriate in the current fiscal year into the Funds as detailed in the table below in new philanthropic revenue received through City Give in the amount of $22,050 and authorize expenditures against those revenues for the purposes and in the amounts as directed by donors to support various City departments to support a range of programs and services.

Fund	Project	Amount	Lapsing/Non-lapsing
General	Plumbing 101 & Water conservation Workshops	$20,000	Lapsing
Recreation	Recreation/Tennis	$1,500	Lapsing
Recreation	The Farm at Lee Martinez Park	$500	Lapsing
Light & Power	Payment Assistance Fund	$50	Non-lapsing

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

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

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ordinance No. 127, 2025

ORDINANCE NO. 127, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING UNANTICIPATED PHILANTHROPIC
REVENUE RECEIVED THROUGH CITY GIVE FOR VARIOUS
PROGRAMS AND SERVICES AS DESIGNATED BY THE
DONORS

A. The City has received generous donations in 2025 through its City Give program, both large and modest, as philanthropic gifts to the public and the City programs and activities to serve the community.

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

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

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

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

F. The City Council wishes to designate the appropriation herein for the donation to the Payment Assistance Fund as appropriations that shall not lapse until the earlier of the expiration of the donation or the City's expenditure of all funds received from such donation.

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

Section 1. There is hereby appropriated from the following funds these amounts of philanthropic revenue received in 2025 to be expended as designated by the donors in support of the various City programs and services as described in the Agenda Item Summary.

General Fund, Neighborhood Services	$20,000
Light & Power Fund, donation to the Payment Assistance Fund	$50
Recreation Fund	$2,000

Section 2. The appropriation herein for the donation to the Payment Assistance Fund is hereby designated, as authorized in Article V, Section 11 of the City Charter, as an appropriation that shall not lapse at the end of this fiscal year but until the earlier of the expiration of the donation or the City's expenditure of all funds received from such donation.

Introduced, considered favorably on first reading on August 19, 2025, and approved on second reading for final passage on September 2, 2025.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: September 12, 2025
Approving Attorney: Dianne Criswell

Exhibit: None

File Attachments for Item:

11. First Reading of Ordinance No. 128, 2025, Making Supplemental Appropriations and Appropriating Prior Year Reserves in the Water Utility Fund for the Lemay Water Line Replacement Project and to Supplement the 2025 Water Main Operating Budget and Related Art in Public Places.

The purpose of this item is to request a supplemental appropriation of $3,400,000 in the Water Utility Fund to fund the Lemay Water Line Replacement Project, and to supplement the 2025 water main operating budget, in addition to an appropriation of $32,000 for Art in Public Places.

The Lemay Water Line Replacement Project is the result of unanticipated and continuous water leaks occurring since spring 2025. Based on the number and frequency of leaks, approximately $200,000 has been spent to date on responding to leaks. Considering the condition of the water line and risk to City staff and the public, the water line needs to be replaced. The $3,432,000 supplemental appropriation serves to: 1) supplement the 2025 water main repairs operating budget by $200,000 for unanticipated costs incurred to respond to numerous leaks; 2) fund $3,200,000 for design and construction of a new water line, as well as removal of the existing water line; and 3) contribute $32,000 for Art in Public Places per Code.

August 19, 2025

AGENDA ITEM SUMMARY
City Council

STAFF

Jeremy Woolf, Senior Director, Water Operations
Andrew Ginerich, Director, Water Field Operations
Joe Wimmer, Director, Utilities Finance

SUBJECT

First Reading of Ordinance No. 128, 2025, Making Supplemental Appropriations and Appropriating Prior Year Reserves in the Water Utility Fund for the Lemay Water Line Replacement Project and to Supplement the 2025 Water Main Operating Budget and Related Art in Public Places.

EXECUTIVE SUMMARY

The purpose of this item is to request a supplemental appropriation of $3,400,000 in the Water Utility Fund to fund the Lemay Water Line Replacement Project, and to supplement the 2025 water main operating budget, in addition to an appropriation of $32,000 for Art in Public Places.

The Lemay Water Line Replacement Project is the result of unanticipated and continuous water leaks occurring since spring 2025. Based on the number and frequency of leaks, approximately $200,000 has been spent to date on responding to leaks. Considering the condition of the water line and risk to City staff and the public, the water line needs to be replaced. The $3,432,000 supplemental appropriation serves to: 1) supplement the 2025 water main repairs operating budget by $200,000 for unanticipated costs incurred to respond to numerous leaks; 2) fund $3,200,000 for design and construction of a new water line, as well as removal of the existing water line; and 3) contribute $32,000 for Art in Public Places per Code.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The Lemay Water Line Replacement Project arises from the condition of the water line resulting in an unprecedented number of water main leaks since spring 2025. The 20-inch water line along Lemay Avenue, between Harmony Road and Harbor Walk Drive has suffered seven leaks from April through mid-June 2025. Each leak resulted in closure of Lemay Ave for eighteen to twenty-four hours, thereby impacting those living along and/or traveling this arterial roadway. Each leak has required approximately $25,000 for repairs, greatly impacting the water main repairs operating budget. The 2025 operating budget has incurred approximately $200,000 in unanticipated costs to pair these leaks.

The water line, constructed in 1977, is a 20” ductile iron pipe. Prior specifications did not require the water line to be wrapped in plastic, with native soil used as backfill on top of the pipe. The 2025 leaks have all been on top of the water line, which is consistent with native backfill material directly in contact with ductile

iron pipe. Continuous leak repair creates isolated system vulnerability. Based on the condition of the water line, the entire 2,800 linear feet of 20" ductile iron pipe along Lemay Ave, from Harbor Walk Drive to Harmony Road, needs to be replaced with new polyvinyl chloride (PVC) pipe. Design and construction of the new PVC water line, including appropriate contingency, is estimated at $3,200,000.

Staff requests a $3,432,000 supplemental appropriation from Water Utility Fund reserves, with $200,000 for the water main repairs 2025 operating budget, $3,200,000 for the Lemay Water Line Replacement Project, and $32,000 for Art in Public Places, per code.

CITY FINANCIAL IMPACTS

This ordinance will appropriate:

- $200,000 for Water Utility Fund lapsing expenses. These lapsing expenses fall under the water main repairs 2025 operating budget and
- $3,232,000 for Water Utility Fund non-lapsing expenses ($3,200,000 for design and construction and $32,000 for Art in Public Places).

The $32,000 contribution for the Art in Public Places will be as follows: $24,960 will remain in the Water Utility Fund for Art in Public Places artwork and $7,040 will be transferred to the Cultural Services and Facilities Fund for operations and maintenance.

Water Utility Fund reserves are available for the above respective appropriations, with the fund projected to end 2025 above the City's fund reserve target.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

Utilities staff presented the Lemay Water Line Replacement Project to the Water Commission at its July 17, 2025, regular meeting. The Water Commission recommended Council approve the supplemental appropriation from the Water Utility Fund to fund the Lemay Water Line Replacement Project.

Utilities staff also presented (Attachment 2) the project and impact to the water main repairs 2025 operating budget to Council Finance Committee at its August 7, 2025, meeting. The Council Finance Committee recommended Council to approve the $3,432,000 supplemental appropriation.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Water Commission Minutes, July 17, 2025
2. Council Finance Committee Minutes, August 7, 2025
3. Council Finance Committee Presentation, August 7, 2025
4. Ordinance No. 128, 2025

Water Commission
REGULAR MEETING DRAFT MINUTES (Excerpt Capital Appropriation)

Thursday, July 17, 2025 – 5:30 PM

222 Laporte Ave., 1st Floor, Colorado River Room

1. REGULAR (ACTION) ITEMS

a. Mid-Cycle Appropriation from Wastewater Reserves for North Process Train Blower Replacement

Plant Director of Drake Water Reclamation Facility Christina Schroeder provided highlights of the appropriation request to replace a failed blower (that is currently inoperable) to comply with discharge permit requirements. Plant Engineer Mandy Rasmussen attended as staff support. Ms. Schroeder described the blowers (installed in 2011) as the lungs of the reclamation facility and highly critical to the treatment process; the blowers are no longer supported by the vendor; the facility is now limited to three of four blowers required by the State of Colorado Water Quality Division. Engineer's opinion of probable cost is $2,350,000. The project was initiated with Water Reclamation and Biosolids replacement program funds ($650,000). This item is scheduled for the Aug. 19 City Council meeting.

Discussion Highlights

Commissioners commented on and inquired about various related topics including whether the City is subject to fines (Ms. Schroeder replied not at this time; a fine would occur only if the facility were unable to fulfill discharge requirements); improvements in equipment technology and design (Fort Collins Utilities is not the only municipality to replace its blowers earlier than the 20-year expected life of the equipment (Boulder replaced its blowers several years ago, for example); whether other projects are competing for the funding; Utilities Finance Director Joe Wimmer stated that staff is comfortable using reserves now and that other repair/replacement projects identified in the master plan will be funded by issuing debt (the wastewater fund currently has no debt and will be in a good position to enter the market).

Commissioner Kahn moved that the Water Commission recommends City Council approve a mid-cycle appropriation of $1.7 million from wastewater reserves for North Process Train Blower replacement.
Commissioner Martin seconded the motion.
Vote on the motion: **it passed unanimously, 8-0**

b. Mid-Cycle Appropriation from Waster Reserves for Emergency Replacement of Lemay Avenue Waterline

Staff requested a Water Commission recommendation for City Council approval to replacement the 20-inch waterline – originally constructed in 1977 – in Lemay Avenue between Harmony Road and Harbor Walk. Water Field Operations Manager Andrew Gingerich summarized the history and details of

the seven water main leaks over two months in Lemay Avenue between Harbor Walk and Breakwater. Each leak requires full closure of Lemay Avenue for 18 to 24 hours, and repair costs are estimated between $140,000 to $175,000 (each leak costs approximately $20,000). Leak repair doesn't affect individual services but creates isolated system vulnerability. Vintage pipes were installed in 1979 and 1985. Construction can be completed by summer 2026. Engineer's opinion of probable cost is $3.4 million.

Discussion Highlights

Commissioners commented on and inquired about various related topics including the southern piece of pipe down to Harmony Road's north side, replacement would be from north of Harmony (not into the Harmony/Lemay intersection; comment 2,800 feet is a lot of pipe (a half-mile); assessments can happen only during a water main leak; possibility of trenchless repair (Mr. Gingerich stated it's possible and that staff will evaluate this during the design process); whether Streets Department budget contains money for this paving (staff replied that Utilities pays Streets Department for asphalt patching, paving, and traffic control.)

Commissioner Martin moved that Water Commission recommends City Council approve a mid-cycle appropriation of $3.4 million from water reserves for Lemay Avenue 20" Water Transmission Main Emergency Replacement.
Commissioner Herman seconded the motion.
Vote on the motion: **it passed unanimously, 8-0**

August 7, 2025

Lemay Ave 20" Transmission Main Emergency Replacement

Andrew Gingerich
Director, Water Field Operations

Joe Wimmer
Director, Utilities Finance

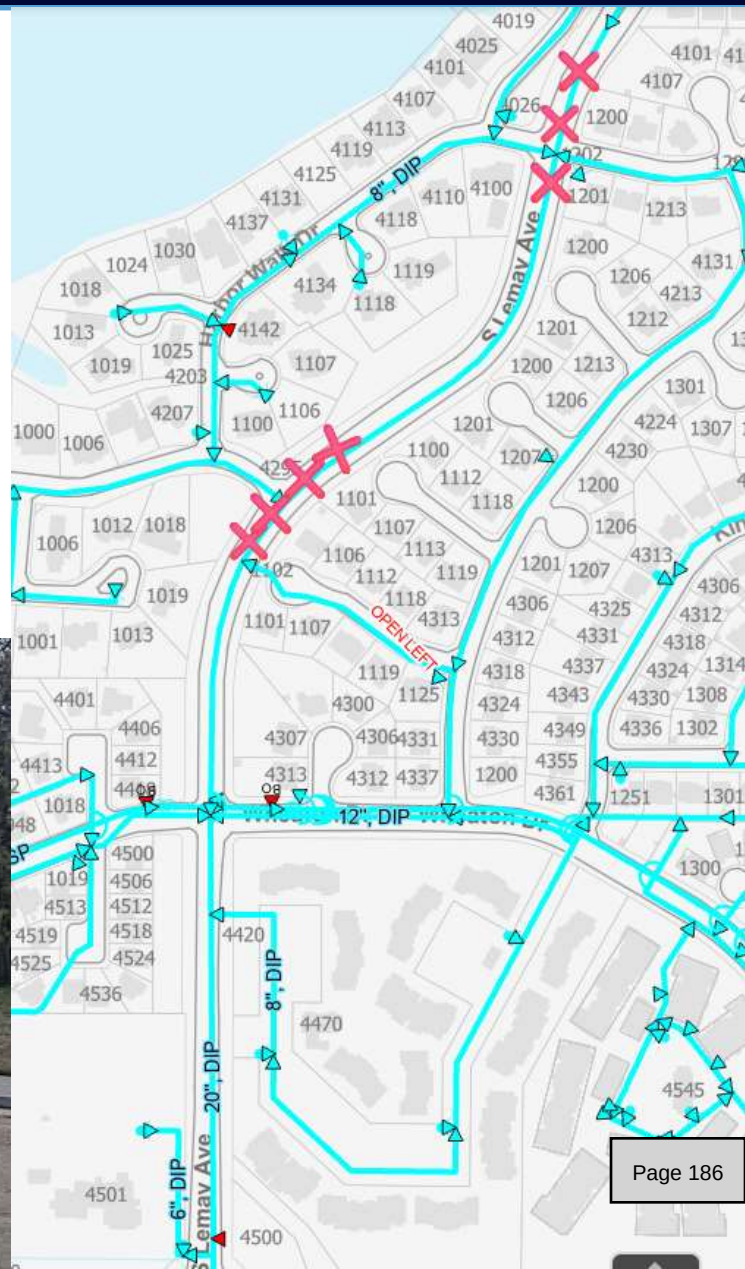
Direction Sought

01 Does the Committee support an appropriation of $3.2M from Water Fund reserves to complete the Lemay Transmission Main Replacement Project?

02 Does the Committee support an appropriation of $200k from Water Fund reserves to supplement the water main repairs operating budget?

Background

- 7 Main Leaks Occurred between 4/22/25 & 6/18/25
- Each leak requires full closure of Lemay Ave for 18 – 24 Hours
- Repair costs estimated between $175,000 - $200,000
- Leak repair doesn't affect individual services but creates isolated system vulnerability
- Street repair and safety considerations



Recommendation – Emergency Replacement

- Existing main is 1979 Ductile Iron Pipe direct buried w/out plastic wrap
- All 7 Failures have been electrolysis holes on top of pipe
- 1979 vintage pipe exists from Harbor Walk to Harmony Road (~2,800 L.F.)
- 1985 vintage pipe N. of Harbor Walk (plastic wrap & no known leaks)

- Recommend replacing the entire 2,800 L.F. of existing Ductile Iron Pipe with new Polyvinyl Chloride Pipe (PVC).
- Design will determine the exact sizing and location within Lemay Ave which can hopefully lower cost estimates.
- Construction to be completed by summer of 2026 to meet water demands

Financial Impact

- Engineer's Opinion of Probable Cost = **$3,200,000**

Item	Budget
Design	$250,000
Construction	$2,500,000
Contingency	$450,000
Total	**$3,200,000**

- Water Main Repairs Operating Budget Need = **$200,000**
- Total Supplemental Appropriation Request = **$3,400,000**

Water Fund Reserves Position

Description	Total
2024 Year-End Fund Balance	$79.5M
Previously Appropriated	($46.4M)
Minimum Reserve Policy	($7.0M)
Available Reserves	**$26.1M**

- Lemay Water Line Replacement $ 3.4M
- 2025 Available $ 22.7M

ORDINANCE NO. 128, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING SUPPLEMENTAL APPROPRIATIONS AND
APPROPRIATING PRIOR YEAR RESERVES IN THE WATER
UTILITY FUND FOR THE LEMAY WATER LINE REPLACEMENT
PROJECT AND TO SUPPLEMENT THE 2025 WATER MAIN
OPERATING BUDGET AND RELATED ART IN PUBLIC PLACES

A. The City owns and operates a Water Utility, which includes a water main in Lemay Avenue between Harmony Road and Harbor Walk Drive ("Lemay Water Line"). The Lemay Water Line Replacement Project ("Project") resulted from an unexpected infrastructure failure.

B. The Lemay Water Line conveys treated water to Water Utility customers. From April through mid-June 2025, the Lemay Water Line has suffered seven unanticipated and continuous water leaks resulting in a cost to the Water Utility in the amount of $200,000 to respond to these leaks. Each leak required the closure of Lemay Avenue for 18-24 hours, negatively impacting neighboring residents and motorists.

C. The Lemay Water Line, constructed in 1977, is comprised of 2,800 linear feet of 20-inch ductile iron pipe that is corroding and needs to be replaced with new polyvinyl chloride (PVC) pipe. Total Project costs for the design and construction of the replacement, including appropriate contingency, is estimated at $3,200,000.

D. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of: delivering treated water to customers of the Water Utility and Fort Collins residents; ensuring that such water delivery is done in an efficient manner for the benefit of the Water Utility's ratepayers; and ensuring that such delivery is done pursuant to all applicable water quality regulations and permits so as to protect the health, safety, and welfare of Fort Collins and its residents.

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

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

G. Article V, Section 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.

H. The City Manager has recommended the transfer of $200,000 from the Water Fund operating budget to the Water Fund water main repairs operating budget and determined that the purpose for which the transferred funds are to be expended remains unchanged.

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

J. The total Project cost of $3,200,000 has been used to calculate the contribution to the APP Program.

K. The amount to be contributed in this Ordinance to the APP Program will be $32,000.

L. In accordance with Article V, Section 10 of the City Charter, the appropriation for the Project from the Water Fund and the transfer of a portion of those unexpended and unencumbered appropriated funds to the APP Program as provided in City Code Section 23-304(a) will be used for Water Fund purposes and improvements in connection with the Project that provide a betterment to the Utility or provide a specific utility purpose that is beneficial to the Utility's ratepayer.

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

N. The City Council wishes to designate the appropriation herein for the Lemay Water Line Replacement capital project and/or federal, state or private grant or donation as an appropriation that shall not lapse until the completion of the Project.

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

Section 1. There is hereby appropriated from prior year reserves in the Water Fund the sum of THREE MILLION TWO HUNDRED THOUSAND DOLLARS ($3,200,000) to be expended in the Water Fund for the Lemay Water Line Replacement Project.

Section 2. The unexpended and unencumbered appropriated amount of TWO HUNDRED THOUSAND DOLLARS ($200,000) is authorized for transfer from the Water Fund Operating Budget to the Water Fund Water Line Replacement Operating Budget and appropriated therein to be expended for the Lemay Water Line Replacement Project.

Section 3. The unexpended and unencumbered appropriated amount of TWENTY-FOUR THOUSAND NINE HUNDRED SIXTY DOLLARS ($24,960) in the Water Fund is hereby authorized for transfer to the Water Fund APP Artwork Budget and appropriated and expended therein to fund art projects under the APP Program.

Section 4. The unexpended and unencumbered appropriated amount of SEVEN THOUSAND FORTY DOLLARS ($7,040) in the Water Fund is hereby authorized for transfer to the Cultural Services and Facilities Fund and appropriated and expended therein for the operation and maintenance costs of the APP Program.

Introduced, considered favorably on first reading on August 19, 2025, and approved on second reading for final passage on September 2, 2025.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: September 12, 2025
Approving Attorney: Eric Potyondy

Exhibit: None

File Attachments for Item:

12. First Reading of Ordinance No. 129, 2025, Appropriating Prior Year Reserves in the Wastewater Utility Fund for the Blower Replacement Project and Related Art in Public Places.

The purpose of this item is to request additional appropriation of $1,700,000 in the Wastewater Utility Fund to fund the Blower Replacement Project, in addition to appropriation of $17,000 for Art in Public Places.

The Blower Replacement Project at the Drake Water Reclamation Facility (DWRF) has undergone design, up to sixty percent, for replacing two blowers. An additional $1,700,000 from Wastewater Utility Fund reserves is needed to supplement the existing appropriated budget for preliminary design. The requested $1,700,000 additional appropriation will fund final design and installation of both blowers, having a minor contingency to fund unanticipated costs for the blowers to be placed into service.

August 19, 2025

AGENDA ITEM SUMMARY
City Council

STAFF

Jeremy Woolf, Senior Director, Water Operations
Christina Schroeder, Director, Plant Operations
Joe Wimmer, Director, Utilities Finance

SUBJECT

First Reading of Ordinance No. 129, 2025, Appropriating Prior Year Reserves in the Wastewater Utility Fund for the Blower Replacement Project and Related Art in Public Places.

EXECUTIVE SUMMARY

The purpose of this item is to request additional appropriation of $1,700,000 in the Wastewater Utility Fund to fund the Blower Replacement Project, in addition to appropriation of $17,000 for Art in Public Places.

The Blower Replacement Project at the Drake Water Reclamation Facility (DWRF) has undergone design, up to sixty percent, for replacing two blowers. An additional $1,700,000 from Wastewater Utility Fund reserves is needed to supplement the existing appropriated budget for preliminary design. The requested $1,700,000 additional appropriation will fund final design and installation of both blowers, having a minor contingency to fund unanticipated costs for the blowers to be placed into service.

STAFF RECOMMENDATION

Staff recommend adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The Blower Replacement Project arises from unexpected operational failure this year combined with the high potential for the DWRF to be in noncompliance with state water quality regulations and permits. The DWRF has two secondary process treatment trains (North and South). Each treatment train has a total of six aeration basin zones, which is supported by four blowers. Absent operation of all four blowers, the capacity of the aeration basin zones is reduced, thereby impacting the efficiency of plant operations. DWRF's North Process Train is currently operating with only three blowers. One of the two high speed turbo compressor style (Turbo) blowers stopped working. Based on the Turbo blowers no longer being supported by the manufacturer and being at the end of their useful life, both Turbo blowers require replacement to ensure compliance with state water quality regulations and permits, as well as to ensure efficient operations.

While included in capital improvement plans for the DWRF, the Blower Replacement Project was not scheduled for funding in the 2025/26 budget. After failure of one Turbo blower, $650,000 was allocated from existing replacement program capital funds for design of both Turbo blowers, funding the Project through 60 percent design. Considering total project costs for design and construction of both new Turbo

blowers estimated at $2,350,000, an additional $1,700,000 is needed to complete the Project. Final design and construction, with appropriate contingency, estimated at $1,700,000 will undergo a formal request for proposal proposed in August 2025.

CITY FINANCIAL IMPACTS

This Ordinance will appropriate $1,717,000 for Wastewater Utility Fund non-lapsing expenses. The $17,000 contribution for the Art in Public Places will be as follows: $13,260 will remain in the Wastewater Utility Fund for Art in Public Places artwork and $3,740 will be transferred to the Cultural Services and Facilities Fund for operations and maintenance respectively.

Wastewater Utility Fund reserves are available for the $1,717,000 Blower Replacement Project, with the fund projected to end 2025 above the City's fund reserve target.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

Utilities staff presented the Blower Replacement Project to the Water Commission at its July 17, 2025, regular meeting. The Water Commission recommended Council approve the supplemental appropriation from the Wastewater Utility Fund to fund the Blower Replacement Project.

Utilities staff also presented the Project (Attachment 3) to Council Finance Committee at its August 7, 2025, meeting. The Council Finance Committee recommended Council approve the $1,717,000 supplemental appropriation.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Water Commission Minutes, July 17, 2025
2. Council Finance Committee Presentation, August 7, 2025
3. Ordinance No. 129, 2025

Water Commission
REGULAR MEETING DRAFT MINUTES (Excerpt Capital Appropriation)

Thursday, July 17, 2025 – 5:30 PM

222 Laporte Ave., 1st Floor, Colorado River Room

1. REGULAR (ACTION) ITEMS

a. Mid-Cycle Appropriation from Wastewater Reserves for North Process Train Blower Replacement

Plant Director of Drake Water Reclamation Facility Christina Schroeder provided highlights of the appropriation request to replace a failed blower (that is currently inoperable) to comply with discharge permit requirements. Plant Engineer Mandy Rasmussen attended as staff support. Ms. Schroeder described the blowers (installed in 2011) as the lungs of the reclamation facility and highly critical to the treatment process; the blowers are no longer supported by the vendor; the facility is now limited to three of four blowers required by the State of Colorado Water Quality Division. Engineer's opinion of probable cost is $2,350,000. The project was initiated with Water Reclamation and Biosolids replacement program funds ($650,000). This item is scheduled for the Aug. 19 City Council meeting.

Discussion Highlights

Commissioners commented on and inquired about various related topics including whether the City is subject to fines (Ms. Schroeder replied not at this time; a fine would occur only if the facility were unable to fulfill discharge requirements); improvements in equipment technology and design (Fort Collins Utilities is not the only municipality to replace its blowers earlier than the 20-year expected life of the equipment (Boulder replaced its blowers several years ago, for example); whether other projects are competing for the funding; Utilities Finance Director Joe Wimmer stated that staff is comfortable using reserves now and that other repair/replacement projects identified in the master plan will be funded by issuing debt (the wastewater fund currently has no debt and will be in a good position to enter the market).

Commissioner Kahn moved that the Water Commission recommends City Council approve a mid-cycle appropriation of $1.7 million from wastewater reserves for North Process Train Blower replacement.
Commissioner Martin seconded the motion.
Vote on the motion: **it passed unanimously, 8-0**

b. Mid-Cycle Appropriation from Waster Reserves for Emergency Replacement of Lemay Avenue Waterline

Staff requested a Water Commission recommendation for City Council approval to replacement the 20-inch waterline – originally constructed in 1977 – in Lemay Avenue between Harmony Road and Harbor Walk. Water Field Operations Manager Andrew Gingerich summarized the history and details of

the seven water main leaks over two months in Lemay Avenue between Harbor Walk and Breakwater. Each leak requires full closure of Lemay Avenue for 18 to 24 hours, and repair costs are estimated between $140,000 to $175,000 (each leak costs approximately $20,000). Leak repair doesn't affect individual services but creates isolated system vulnerability. Vintage pipes were installed in 1979 and 1985. Construction can be completed by summer 2026. Engineer's opinion of probable cost is $3.4 million.

Discussion Highlights

Commissioners commented on and inquired about various related topics including the southern piece of pipe down to Harmony Road's north side, replacement would be from north of Harmony (not into the Harmony/Lemay intersection; comment 2,800 feet is a lot of pipe (a half-mile); assessments can happen only during a water main leak; possibility of trenchless repair (Mr. Gingerich stated it's possible and that staff will evaluate this during the design process); whether Streets Department budget contains money for this paving (staff replied that Utilities pays Streets Department for asphalt patching, paving, and traffic control.)

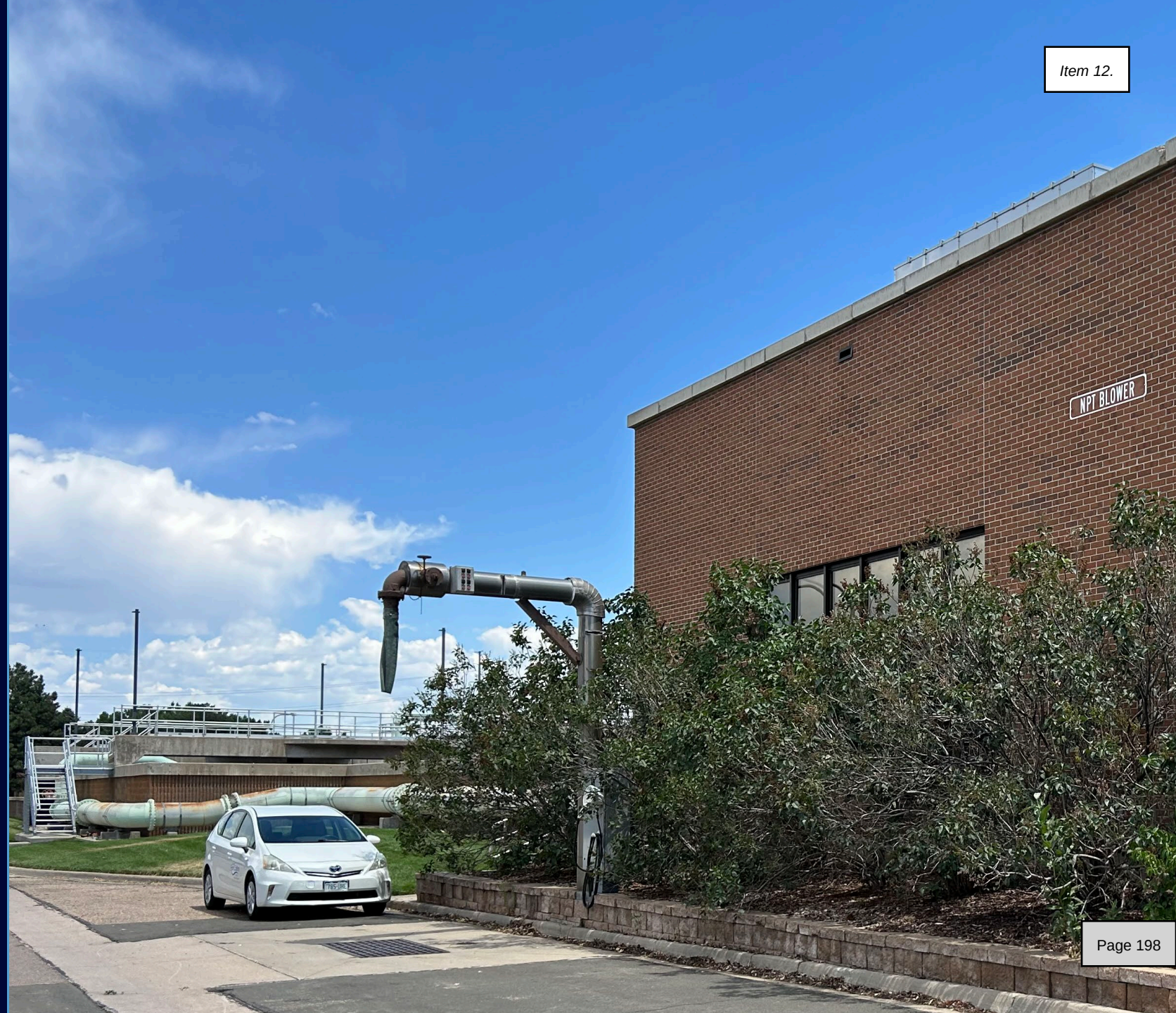
Commissioner Martin moved that Water Commission recommends City Council approve a mid-cycle appropriation of $3.4 million from water reserves for Lemay Avenue 20" Water Transmission Main Emergency Replacement.
Commissioner Herman seconded the motion.
Vote on the motion: **it passed unanimously, 8-0**

August 7, 2025

Drake Water Reclamation Facility North Process Train Blower Replacement

Jeremy Woolf
Sr Director, Water Operations

Joe Wimmer
Director, Utilities Finance



Direction Sought

01

Does the Committee support an appropriation of $1.7M from Wastewater Fund reserves to complete the North Process Train (NPT) Blower Replacement at the Drake Water Reclamation Facility (DWRF)?

Overview

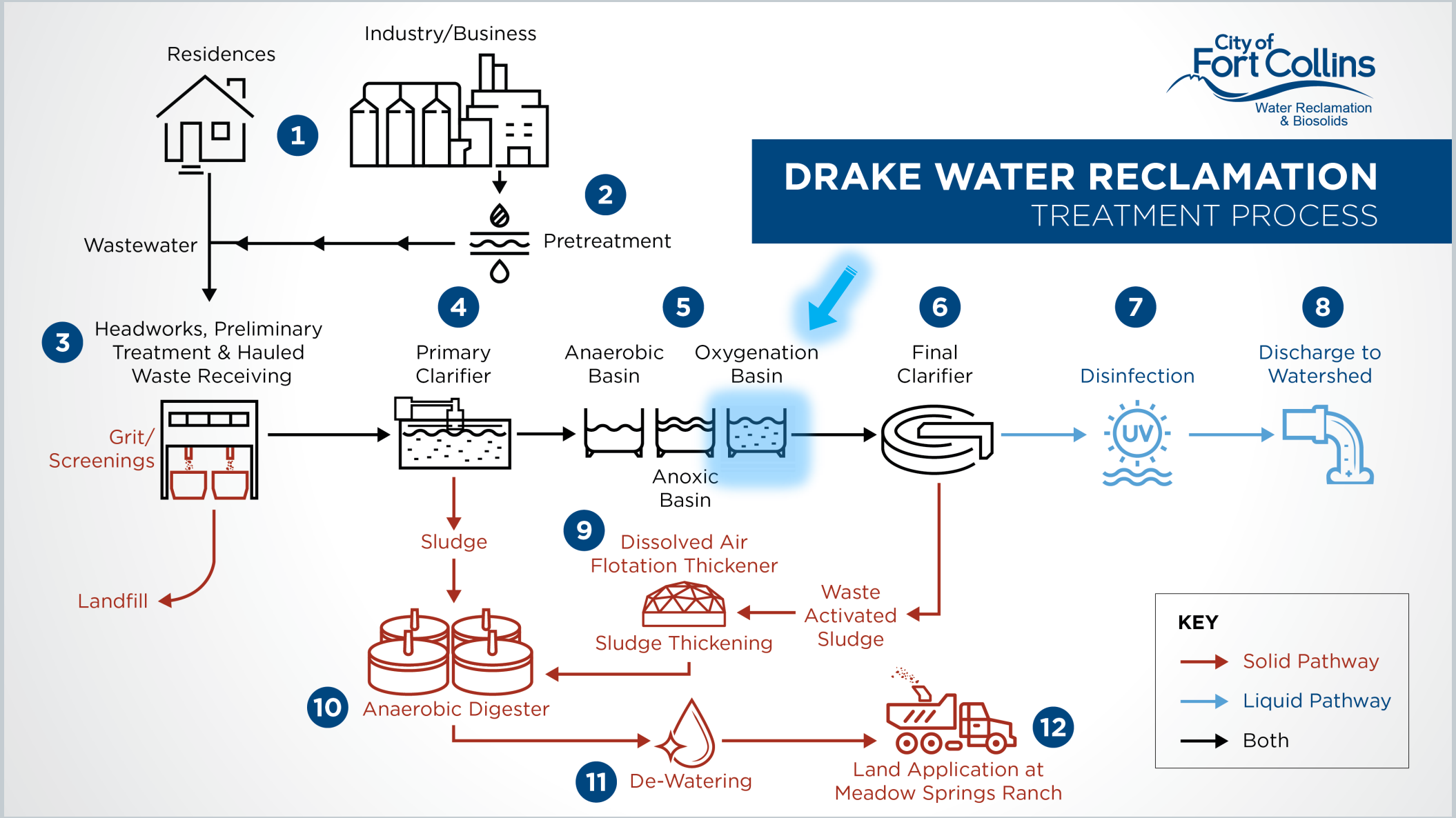
Background

- Drake Water Reclamation Facility (DWRF)
- North Process Train (NPT)
- Secondary Treatment Aeration from Blowers
- Timeline of NPT Blowers

Recommendation

- Replace two turbo blowers this year
- Mid-cycle appropriation of $1,700,000 from wastewater reserves

Drake Water Reclamation Facility – Aeration Basin



NPT Secondary Treatment with Aeration

NPT Blower Timeline

2011 to Today

2011:
- Two Turbo Blowers installed
- Two centrifugal blowers remained in service
- Four total NPT blowers

October 2024:
- Temporary NPT Blower outage
- Manufacturer no longer supports equipment
- Unable to make repairs

April 29, 2025:
- Blower inoperative and formally taken out of service

Today

Limited to three (3) out of the four (4) blowers required by the State of Colorado Water Quality Control Division for the Drake Water Reclamation Facility North Process Train

COLORADO
Department of Public Health & Environment

Year End 2025

Project Schedule

December 2024 – June 2025:
- Project Initiation *COMPLETE*
- Replacement Evaluation *COMPLETE*
- Conceptual Design *COMPLETE*
- 60 Percent Design *COMPLETE*

July:
- Construction Contractor Request for Proposals – *in progress*

August:
- Presentation to Council

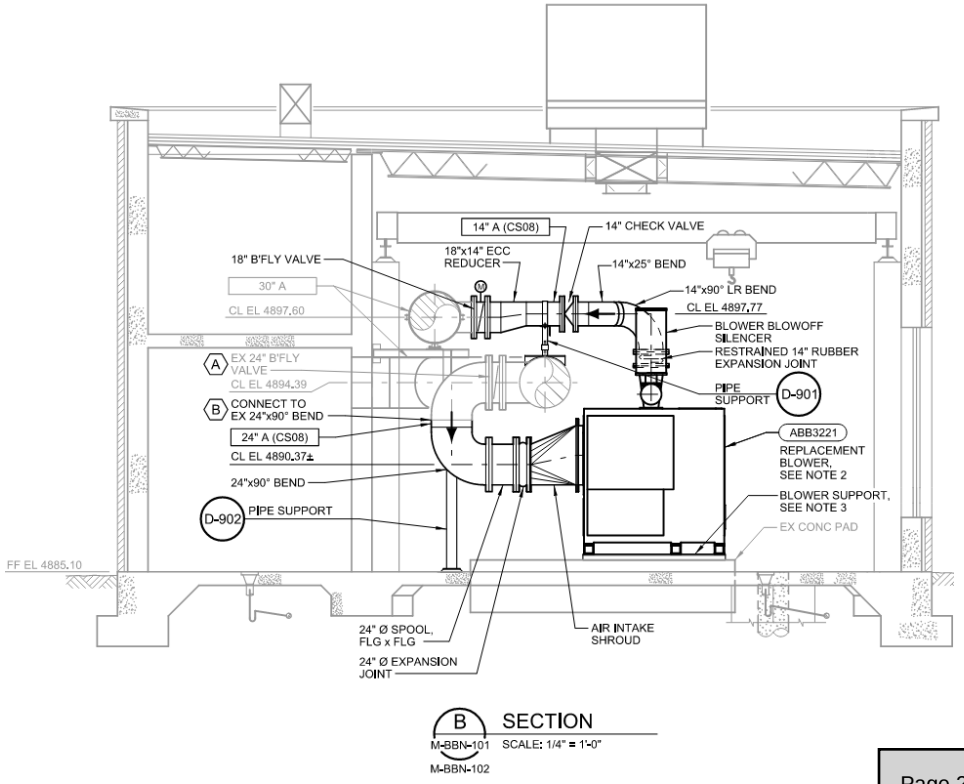
September:
- Equipment Procurement with a minimum five week lead time

By year end 2025:
- Four (4) NPT Blowers in Operation

Financial Impact

- Engineer's Opinion of Probable Cost = **$2,350,000**
- Project Initiated with WRB Replacement Program Funds = $650,000
- Requesting mid-cycle appropriation of $1,700,000 from wastewater reserves

Item	Replacement Program	Mid-Cycle Appropriation	Budget
Design	$150,000		$150,000
Construction	$100,000	$1,700,000	$1,800,000
Contingency	$400,000		$400,000
Total	$650,000	$1,700,000	**$2,350,000**



Wastewater Fund Reserves Position

Description	Total
2024 Year-End Fund Balance	$47.2M
Previously Appropriated	($34.1M)
Minimum Reserve Policy	($4.1M)
Available Reserves	**$13.1M**

- DRWF Blowers appropriation $ 1.7M
- 2025 Available $ 11.4M

ORDINANCE NO. 129, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING PRIOR YEAR RESERVES IN THE
WASTEWATER UTILITY FUND FOR THE BLOWER
REPLACEMENT PROJECT AND RELATED ART IN PUBLIC
PLACES

A. The City owns and operates a Wastewater Utility, which includes the Drake Water Reclamation Facility ("Drake Facility"). The Blower Replacement Project ("Project") resulted from an unexpected operational failure.

B. The Drake Facility has two secondary process treatment trains, each of which have six aeration basin zones that are supported by four blowers. In one of the secondary process treatment trains, one of the two turbo blowers stopped working. Because the turbo blowers are no longer supported by the manufacturer and are at the end of their useful life, both need to be replaced to ensure efficient operations and compliance with applicable water quality regulations and permits. The Project is for the replacement of these two blowers.

C. Total Project costs for design and construction are estimated at $2,350,000. To date, $650,000 has been allocated from existing replacement program capital funds for design up to 60 percent. The requested appropriation of $1,700,000 would fund the remainder of the Project.

D. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of: properly treating wastewater from the service area of the City's Wastewater Utility before it is discharged into the Cache la Poudre River; ensuring that such treatment is done in an efficient manner for the benefit of the Wastewater Utility's ratepayers; and ensuring that such treatment is done pursuant to all applicable water quality regulations and permits so as to protect the health, safety, and welfare of Fort Collins and its residents.

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

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

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

H. The total Project cost of $1,700,000 for this appropriation has been used to calculate the contribution to the APP Program.

I. The amount to be contributed in this Ordinance to the APP Program will be $17,000.

J. In accordance with Article V, Section 10 of the City Charter, the appropriation for the Project from the Wastewater Fund and the transfer of a portion of those unexpended and unencumbered appropriated funds to the APP Program as provided in City Code Section 23-304(a) will be used for Wastewater Fund purposes and improvements in connection with the Project that provide a betterment to the Utility and provide a specific utility purpose that is beneficial to the Utility's ratepayers.

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

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

Section 1. There is hereby appropriated from prior year reserves in the Wastewater Fund the sum of ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS ($1,700,000) to be expended in the Wastewater Fund for the Blower Replacement Project.

Section 2. The unexpended and unencumbered appropriated amount of THIRTEEN THOUSAND TWO HUNDRED SIXTY DOLLARS ($13,260) in the Wastewater Fund is hereby authorized for transfer to the Wastewater Utility APP Artwork Account and appropriated and expended therein to fund art projects under the APP Program.

Section 3. The unexpended and unencumbered appropriated amount of THREE THOUSAND FOUR HUNDRED DOLLARS ($3,400) in the Wastewater Fund is hereby authorized for transfer to the Cultural Services and Facilities Fund and appropriated and expended therein for the operation costs of the APP Program.

Section 4. The unexpended and unencumbered appropriated amount of THREE HUNDRED FORTY DOLLARS ($340) in the Wastewater Fund is hereby

authorized for transfer to the Cultural Services and Facilities Fund and appropriated and expended therein for the maintenance costs of the APP Program.

Section 5. The appropriation herein for Blower Replacement 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 August 19, 2025, and approved on second reading for final passage on September 2, 2025.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: September 12, 2025
Approving Attorney: Eric Potyondy

Exhibit: None

File Attachments for Item:

13. First Reading of Ordinance No. 130, 2025, Making a Supplemental Appropriation of an Additional Award from the Colorado Auto Theft Prevention Authority Grant for the Fort Collins Police Services Property Crimes Unit.

The purpose of this item is to support the Fort Collins Police Services' Property Crimes Unit by appropriating $54,200 of unanticipated grant revenue awarded by the Colorado State Patrol Department of Public Safety.

In July 2025, the Colorado State Patrol awarded Fort Collins Police Services $54,200 as a partner agency of the Beat Auto Theft Through Law Enforcement (BATTLE) Task Force. The $54,200 award is under the BATTLE program's FY26 cycle. These state funds will be used for Police Services personnel overtime pay to support multiagency and multijurisdictional BATTLE operations to identify, interdict, investigate, enforce, and prosecute motor vehicle theft-related crimes.

August 19, 2025

AGENDA ITEM SUMMARY
City Council

STAFF

Jason Lang, Detective
Carisa Clinton, Senior Grants Analyst

SUBJECT

First Reading of Ordinance No. 130, 2025, Making a Supplemental Appropriation of an Additional Award from the Colorado Auto Theft Prevention Authority Grant for the Fort Collins Police Services Property Crimes Unit.

EXECUTIVE SUMMARY

The purpose of this item is to support the Fort Collins Police Services' Property Crimes Unit by appropriating $54,200 of unanticipated grant revenue awarded by the Colorado State Patrol Department of Public Safety.

In July 2025, the Colorado State Patrol awarded Fort Collins Police Services $54,200 as a partner agency of the Beat Auto Theft Through Law Enforcement (BATTLE) Task Force. The $54,200 award is under the BATTLE program's FY26 cycle. These state funds will be used for Police Services personnel overtime pay to support multiagency and multijurisdictional BATTLE operations to identify, interdict, investigate, enforce, and prosecute motor vehicle theft-related crimes.

STAFF RECOMMENDATION

Staff recommend adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The BATTLE program is comprised of several regions throughout Colorado, including the BATTLE North region. Fort Collins Police Services, in capacity as a partner agency to the BATTLE North team, collaborates with other partner agencies to respond to motor vehicle theft-related crimes. The $54,200 in BATTLE program funds supports Fort Collins Police Services' Property Crimes Unit to prevent auto theft crimes. These funds will be used to cover overtime pay for Police Services personnel.

CITY FINANCIAL IMPACTS

This item appropriates $54,200 in unanticipated revenue from the Colorado Auto Theft Prevention Authority (CATPA) grant in support of Police Services Property Crimes Unit's participation in the BATTLE program.

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

This grant is a reimbursement type grant, meaning General Fund expenses will be reimbursed up to $54,200.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None

ATTACHMENTS

1. BATTLE Grant Agreement
2. Ordinance No. 130, 2025

Date: July 01, 2025

Fort Collins Police Department
Project Director Lieutenant Adam Ruehlen
Transmitted by Electronic Mail

RE: BATTLE Funding Award Letter for State Fiscal Year (SFY) 2026

Dear Lieutenant Adam Ruehlen,

On behalf of the Colorado State Patrol (CSP), it is my pleasure to congratulate you on receiving a funding award as a partner agency of the Beat Auto Theft Through Law Enforcement (BATTLE) Task Force.

The Fort Collins Police Department has been awarded **$54,200.00** for the SFY26 grant cycle as a partner agency. The grant period is **July 1, 2025**, **through June 30, 2026**. This award is subject to all financial and administrative requirements of the Colorado Auto Theft Prevention Authority (CATPA), including requirements outlined in the Office of Justice Programs Financial Guide, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, and the timely submission of all financial reports.

Enclosed in this packet is the Award Funding agreement, the grant budget, and a checklist for BATTLE payment submissions. To officially accept the award, we request that your authorized official **initial each page** and sign the Award Funding agreement and return to CSP via the following email: battlepayments@state.co.us.

Please return your signed Funding Award agreement **no later than 10 days after receipt of this letter**. Failure to sign your award may result in a delayed start date as well as reimbursements.

Please contact Captain Wesley Kartus at wesley.kartus@state.co.us or 303-277-8660 or Aleah Bachtel at aleah.bachtel@state.co.us or 720-822-8673 if you have any questions. We look forward to working with you in the fight against auto theft!

Best Regards,

Wesley, Kartus
Captain, Colorado State Patrol
BATTLE Project Director
Aleah Bachtel, Grants Specialist

Colorado State Patrol
Statement of Funding Award

Partner Agency Name:	Fort Collins Police Department
Project Director:	Lieutenant Adam Ruehlen
Financial Officer:	Sue Jordanger
Project Director Address:	2221 S Timberline Rd, Fort Collins, CO 80525
Grant Number:	FY26FTCPD
Date of Issue:	July 1, 2025
Total Approved Budget:	$54,200.00
Grant Period:	July 1, 2025 through June 30, 2026
BATTLE Region:	**NORTH**

Partner Agency Approved Budget

Ft. Collins PD - SFY26 BATTLE 07.01.2025			
BUDGET CATEGORY	ORIGINAL/CURRENT ALLOCATION	REVISION	REVISED CURRENT ALLOCATION
Overtime	$54,200.00		$54,200.00
Supplies & Operating	-	-	-
Travel		-	-
Equipment		-	-
TOTAL	**$54,200.00**	**$0.00**	**$54,200.00**

Line Item Qualifying Expenses

- **Overtime – Overtime hours and rate only**. The following will not be reimbursed: Straight time, vacation/annual leave, sick leave, holiday, compensatory**.**

Note:

- A CDPS Purchase Order authorizing CSP to reimburse the Partner Agency for expenditures in support of the BATTLE mission will be issued as soon as possible on or after July 1, 2025. Any expenditures prior to issuance of the Purchase Order will not be reimbursed.
  - Overtime for BATTLE Operations may not commence prior to the Partner Agency receipt of their SFY26 Purchase Order or has been notified in writing by their Regional Director that the Purchase Order is in effect.
  - Expenditures in any other approved budget categories may not be incurred prior to the Partner Agency receipt of their SFY26 Purchase Order or has been notified in writing by their Regional Director that the Purchase Order is in effect.
- Personnel Expense-OT backup documentation includes proof of payment (paystub or payroll report), timesheets signed by employee and supervisor.
- Supplies & Operating Expense backup documentation includes an invoice with authorization for payment and a receipt or other form of proof of payment.
- Equipment Expense backup documentation must include a current quote AND an invoice as well as proof of payment.

See Check List for BATTLE Payment Submissions for greater detail on documentation requirements (Exhibit A).

Special Conditions and Requirements

Multipart document and Additional Requirements

1. The Partner Agency affirms that the agreement consists of a multipart document: the award letter, Funding Award and associated special conditions, required performance metrics, and signatures of persons authorized to sign on behalf of the partner agency.

2. The Partner Agency agrees to comply with **all** requirements, conditions, and regulations as detailed in the enclosed Funding Award document. The authorized official must initial at the bottom of each page of the enclosed Funding Award document where indicated.

3. The Partner Agency affirms that their financial system of record and associated technology is fully adequate to support and document the separate tracking and allocation of all BATTLE grant expenditures and revenues, especially, but not limited to, defining overtime hours worked and overtime rate paid in relation to straight time hours worked and rate paid.

Financial Reporting Requirements

1. **Budget Modification Request** - Grant activities must match the approved budget included with this document. The partner agency must secure prior written approval from CSP if there is a requested change in any budget category. Failure to seek prior consent may result in the denial of reimbursement. The Partner Agency shall submit a Budget Modification form to the BATTLE Regional Coordinator requesting a revision in the Funding Award budget. The Partner Agency shall not make any changes in the budget line items or purchase equipment or other supplies until they have received authorization from the BATTLE Regional Coordinator. Reimbursement of any expenditures made by the Partner

Agency without prior written authorization shall not be reimbursed through BATTLE funds and the Partner Agency shall absorb that cost.

2. **Invoicing** - The Partner Agency agrees to submit **monthly reimbursement** requests on the Excel invoice workbook with backup documentation for reimbursement. The Partner Agency must submit the invoice workbook even if it is a zero-dollar claim no later than fifteen (15) days following the end of a calendar month. Appropriate documentation for all expenditures must accompany reimbursement requests. GMO will only approve reimbursement of actual, supported, and allowable expenses. Only financial-related documents are emailed to the BATTLE address. Any operational reports or other related working information are sent to BATTLE Regional Coordinator and not through the BATTLE email address.

   All invoices and overtime payroll must be paid by SFY June 30, 2026. Final reimbursement requests must be completed and submitted to CSP GMO within ten (10) days after June 30, 2026. Reimbursement requests received beyond this time will be subject to denial.

3. **Monitoring** - The CSP will monitor the Partner Agency's performance obligations under this Award Letter using procedures determined by the State of Colorado policies and procedures. In its sole discretion, CSP shall have the right to change monitoring procedures and requirements at any time during the term of this SFY26 grant period. The CSP shall monitor the Partner Agency's performance in a manner that does not unduly interfere with the Partner Agency's performance of grant work.

   As the grant's fiscal agent, CSP shall monitor Partner Agency, including desk reviews, agency visits, and phone interviews. The Partner Agency shall be notified at least thirty (30) days in advance of any scheduled monitoring visits. As a recipient of these funds, the Partner Agency agrees to cooperate with and respond to any requests for information about your award within fifteen (15) days of audit notification.
   If the CSP identifies any audit finding(s), the Partner Agency will have the opportunity to make provisions to correct the finding(s). Any false statements or claims with the awarded funds may result in fines, imprisonment, or any other remedy available by law.
   The Partner Agency has the right to protest any audit findings. All protests must be in writing and sent to the BATTLE Project Director and the Financial officer.
4. **Funding from Multiple Sources** - The recipient understands and agrees to notify CSP if it receives, from any other sources, funding for the same items or services also funded under this award. The Partner Agency shall not supplant awarded funds with city and county funds already budgeted for the same purpose. If CSP determines there is supplanting of funds, award funds will be revoked and all expended funds shall be returned to CSP within thirty (30) days.

5. **Capital Equipment** – Capital equipment is any item purchased at **$5,000 per unit or more** using funds under a CATPA grant. The retention period ends when the value of the equipment has depreciated to **less than $5,000 per unit** or the equipment is older than five (5) years, whichever comes first.

A. *Capital Equipment Ownership*. Capital equipment becomes the property of the recipient agency approved in the Funding Award and remains in possession of the original agency so long as it continues to be used for auto theft prevention activities as approved by the CATPA Office. If the equipment retention period has not expired and the equipment is no longer needed or used for auto theft prevention activities, BATTLE retains the right to reallocate the equipment for auto theft prevention.

B. *Inventory of Capital Equipment*. Under this agreement, the Partner Agency's inventory of capital equipment shall occur during the retention period by the BATTLE Project Director. A complete equipment inventory list is maintained by the BATTLE Project Director. The Partner Agency shall submit its inventory list to the BATTLE Regional Coordinator upon request of the BATTLE Project Director.

C. *Purchase of New Capital Equipment*. Stickers indicating the purchased equipment is through grant funding will then be supplied by GMO. The stickers must be attached to the equipment (near the serial number) and remain so until disposition of the Capital Equipment

D. Inventory Removal of Capital Equipment. The Partner Agency shall make a written request for removal of capital equipment, along with a completed CATPA Grant Equipment Inventory Removal Certification Form and send it to the BATTLE Regional Coordinator. Request to remove capital equipment from the CATPA inventory is approved on any of the following conditions:

i. Equipment Lapses Retention Period. Equipment may be removed when the purchase date is five (5) or more years past, regardless of the equipment's actual purchase price or depreciated value.

ii. Equipment Value is **Less than $5,000 per unit**. Equipment may be removed from inventory when it has depreciated to a value **less than $5,000**. In such cases, the Partner Agency shall provide documentation on the justification for the depreciation and send it to the BATTLE Regional Coordinator. CSP and CATPA recognize generally accepted accounting principles and encourage the Partner Agency to use the straight-line depreciation method. Guidance on the straight-line depreciation method is in the FY26 CATPA Grant Manager's Guidance Manual.

iii. Equipment Loss, Theft, or Damage. Equipment reported as lost, stolen, or otherwise damaged beyond its serviceable use, may be removed from inventory. In such cases, the Partner Agency must submit a written report narrating the equipment loss, theft, or damage circumstances.

iv. Equipment Trade or Sale. Equipment may be removed from the inventory list when it is determined that the trade or sale of the equipment is beneficial for the Partner Agency. Any funds acquired during an approved sale of equipment shall be returned to CSP and reflected on the Financial Payment Reimbursement Request Form.

iv. Equipment Transfer. The transference of equipment may occur if the Partner Agency no longer needs or uses it. The CATPA Board will have final authority in approving requests for equipment transfers and reflected on the Partner Agency's inventory.

Other Terms and Conditions

1. **Change of Personnel** - The partner agency agrees to promptly give written notification to CSP of any changes in the authorized official, project director, financial officer, or grant-funded personnel.

2. **Partner Agency Records and Retention**

A. *Record Retention* – The funds received in this Funding Award are for one year (the Grant Period). The Partner Agency shall maintain all funding related records for a period of **five (5)** years following the last day of the grant period. If there is any litigation, claim, or audit related to this Funding Award then retention starts before the expiration of the Record Retention requirement, this period shall extend until resolution of litigations, claims, or audit findings and final action taken by the CSP. For equipment records, the Record Retention Period shall be **five (5)** years following the purchase of such property.

B. *Records Inspection and Maintenance* – The Partner Agency must make, keep, maintain a complete file of all records, documents, communications, notes, and other materials which can be written or electronic. The record should include files and communications about the Funding Award work or the delivery of services and goods hereunder. The records shall be available for inspection and monitoring by CSP.

The Partner Agency shall permit CSP to audit, inspect, examine, copy and transcribe Partner Agency records during the Record Retention period. Partner Agency shall make its records available during regular business hours at Partner Agency's office or place of business or at other mutually agreed upon times or locations. The Partner Agency will receive no fewer than two (2) Business Days' notice from the CSP unless CSP determines that a shorter period of notification, or no warning, is necessary to protect the interests of the CSP.

3. **Discrimination** - As a condition of receipt of state funds, you acknowledge and agree that you will not, on the grounds of race, color, religion, national origin, sex, or disability, unlawfully exclude any person from participation in, deny the benefits of, or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with state funds. You will also not discriminate in the delivery of benefits or services based on age. These civil rights requirements are found in the non-discrimination provisions of Title VI of Civil Rights Act of 1964, as amended (42 U.S.C. §2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. §3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794); and the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101).

4. **Equal Employment Opportunity** - The Partner Agency must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).

5. **Sub-awarding Partner Agency Funds** - The Partner Agency shall not subaward or pass through to another entity these funds such as, but not limited to, public and private agencies, nor to any persons.

6. **Criminal Law Violations** - Subrecipients must timely disclose in writing to the BATTLE Project Director all state and federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded state funding. Failure to make required disclosures can result in any remedies, including suspension or revoking awarded funds.

7. **CONFIDENTIAL INFORMATION-STATE RECORDS**

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and

(iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

C. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

D. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

E. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

F. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share ny PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, an annual basis Contractor's duty and obligation to certify as set forth in Exhibit __ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

8. **CONFLICTS OF INTEREST**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's

obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

9. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, et seq.,

C. R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

10. REMEDIES

In addition to any remedies available under any exhibit to this Grant Agreement, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

11. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to the CATPA Board or an official designated by the Department of Public Safety by Grantee for resolution.

12. **NOTICES AND REPRESENTATIVES**

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Agreement shall be in writing and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

13. **RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

Return:

The Partner Agency will sign a copy of the Funding Award and return the agreement to the CSP BATTLE email. Once CSP obtains all signatures, the Partner Agency will receive a copy of this agreement. The parties hereto have executed this binding Funding Award.

Persons signing for Partner Agency hereby swear and affirm that they are authorized to act on Partner Agency's behalf and acknowledge that the Colorado State Patrol relies on their representations to that effect. The Funding Award may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery as a scanned ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

PARTNER AGENCY	COLORADO STATE PATROL
_____	
Legal Name of Partner Agency	
_____	_____
Name of Official, Title	Wesley Kartus, Captain BATTLE Project Director
	7-14-2025
_____	
Date Signed	Date signed

ORDINANCE NO. 130, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING A SUPPLEMENTAL APPROPRIATION OF AN
ADDITIONAL AWARD FROM THE COLORADO AUTO THEFT
PREVENTION AUTHORITY GRANT FOR THE FORT COLLINS
POLICE SERVICES PROPERTY CRIMES UNIT

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

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

C. In December 2024, CSP awarded FCPS $80,790 in capacity as a partner agency of the BATTLE Task Force. On February 18, 2025, through Ordinance No. 011, 2025, the $80,790 award was appropriated. On April 24, 2025, FCPS was awarded an additional $19,011 to cover anticipated fiscal year costs for equipment.

D. The BATTLE Task Force has now awarded FCPS an additional $54,200 in grant funds to support CSP's plan to reduce auto theft for the North Region for the FY26 grant cycle. This grant money will help cover overtime costs associated with the FCPS Property Crimes Unit work to support auto theft prevention measures in our community.

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

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 Colorado Auto Theft Prevention Authority Grant as an appropriation that shall not lapse until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant.

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

Section 1. There is hereby appropriated from new revenue or other funds in the General Fund the sum of FIFTY-FOUR THOUSAND TWO HUNDRED DOLLARS ($54,200) to be expended in the General Fund for the Fort Collins Police Services Property Crimes Unit.

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

Introduced, considered favorably on first reading on August 19, 2025, and approved on second reading for final passage on September 2, 2025.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: September 12, 2025
Approving Attorney: Dawn Downs

Exhibit: None

File Attachments for Item:

14. First Reading Ordinance No. 131, 2025, Making Supplemental Appropriations of Grant Funds From Colorado Parks and Wildlife for the Soapstone Prairie Headwaters Restoration Project.

The purpose of this item is to support the Natural Areas Department ("NAD") in stream and wetland protection and restoration work at Soapstone Prairie Natural Area. The Soapstone Prairie Headwaters Stream Restoration Project aims to improve ecological function and habitat in a one-mile reach of stream and wetland complex at Soapstone Prairie Natural Area. Specifically, the project will:

- Improve hydrological function and biodiversity for a one-mile reach of stream/wetland complex.

- Create seven pools using beaver dam analog wood structures to support amphibian habitat.

- Incorporate a rest cycle from livestock grazing through wildlife-friendly fencing.

- Include Native and Indigenous community members in restoration planting activities.

NAD was awarded $25,500 through the Colorado Parks and Wildlife ("CPW") Wetlands for Wildlife grant (Attachment 1). This grant funds the final phase of the project – adaptive management and monitoring activities – and follows completion of prior work including design, construction, and community engagement.

This ordinance will enable the Natural Areas Department to complete the Soapstone Prairie Headwaters Restoration Project and fulfill final monitoring and reporting obligations under the CPW grant.

August 19, 2025

AGENDA ITEM SUMMARY
City Council

STAFF

Bernadette Kuhn, Senior Environmental Planner
Carisa Clinton, Senior Grants Analyst

SUBJECT

First Reading Ordinance No. 131, 2025, Making Supplemental Appropriations of Grant Funds From Colorado Parks and Wildlife for the Soapstone Prairie Headwaters Restoration Project.

EXECUTIVE SUMMARY

The purpose of this item is to support the Natural Areas Department ("NAD") in stream and wetland protection and restoration work at Soapstone Prairie Natural Area. The Soapstone Prairie Headwaters Stream Restoration Project aims to improve ecological function and habitat in a one-mile reach of stream and wetland complex at Soapstone Prairie Natural Area. Specifically, the project will:

- Improve hydrological function and biodiversity for a one-mile reach of stream/wetland complex.

- Create seven pools using beaver dam analog wood structures to support amphibian habitat.

- Incorporate a rest cycle from livestock grazing through wildlife-friendly fencing.

- Include Native and Indigenous community members in restoration planting activities.

NAD was awarded $25,500 through the Colorado Parks and Wildlife ("CPW") Wetlands for Wildlife grant (Attachment 1). This grant funds the final phase of the project – adaptive management and monitoring activities – and follows completion of prior work including design, construction, and community engagement.

This ordinance will enable the Natural Areas Department to complete the Soapstone Prairie Headwaters Restoration Project and fulfill final monitoring and reporting obligations under the CPW grant.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

CPW provides annual funding through the Wetlands for Wildlife Grant to restore, enhance, and create wetland and riparian habitat in Colorado. NAD staff partnered with CPW biologists for three years to design and implement this project as a major priority in restoring habitat for the Northern Leopard Frog (”NLF”), a rare amphibian listed as a Species of Greatest Conservation Need. Construction was completed in November 2024, including installation of seven beaver dam analogs – wood structures built with cottonwood longs and willows – to form amphibian breeding, foraging, and overwintering pools. NAD also installed a grazing enclosure fence to allow vegetation and soil recovery, and 1000 native willow stakes with the Native and Indigenous community to improve wildlife habitat.

The $25,500 CPW grant, awarded in June 2025, will fund post-construction adaptive management activities such as wetland delineation, pool depth monitoring, and the preparation of as-built drawings by an external consultant.

CITY FINANCIAL IMPACTS

This Ordinance appropriates $25,500 in unanticipated revenue from CPW to fund the final phase of restoration work. The grant is reimbursement-based, meaning the City will incur eligible expenses and submit for reimbursement up to the grant amount. The Natural Areas Department will contribute a $47,253 in-kind match through staff time, funded from the existing Natural Areas Fund (Fund 272); no additional appropriation is required for the match (Attachment 2).

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

Outreach has included a restoration planting event in collaboration with Native and Indigenous community members, educational programming for Wellington students, and site visits with county, state, and federal partners.

The project is also featured in a national restoration database: https://pbr.riverscapes.net/projects

In 2025, NAD staff are teaching Wellington students about stream restoration and Northern Leopard Frogs, bringing county, state, and federal partners on site visits, and presenting the project at local and regional conferences.

ATTACHMENTS

1. CPW Wetlands for Wildlife Grant Application
2. CPW Grant Award Purchase Order
3. Ordinance No. 131, 2025

Project Title: Soapstone Prairie Northern Leopard Frog Wetland Restoration Project (Wetlands Program Project #W25742)

Vendor: City of Fort Collins, Natural Areas Department (FCNAD)

Sites: This project is located at Soapstone Prairie Natural Area in northern Larimer County within the HUC 8 Cache la Poudre River watershed. The project site is 19 miles north of Wellington, CO and is owned entirely by the City of Fort Collins Natural Areas Department.

Project Location Coordinates:
Latitude 40.977033N
Longitude 105.046531W

Summary: The project objective is to restore wetland and riparian habitat at Brannigan Springs in Soapstone Prairie Natural Area to support the expansion of the Tier 1 Northern Leopard Frog (NLF), a species in steep decline statewide. Our project will achieve this objective using the following techniques:

- Creating seven NLF pools using post-assisted cottonwood ramp structures.
- Restoring wetland vegetation via grazing exclosure and native willow planting.
- Conducting stream health assessments post-construction to understand system response to restoration and potential for NLF presence.

Objectives and Narrative: The goal of this project is to restore the Brannigan Springs watershed to support the population expansion of the NLF. The decline of the NLF throughout the Cache la Poudre watershed, coupled with impacts from 150 years of grazing at this site led to the need for this project. In 2021, the project was identified as a priority by CPW Aquatic Biologists, as well as the Wetland Ecology team at the Colorado Natural Heritage Program, and in FCNAD's recently released Soapstone Prairie Management Plan.

The wetland and stream system at Brannigan Springs is one of the best reference examples of a high-quality, biodiverse, groundwater fed wetland. Hydrologically, it is distinguished by headwaters formed from a complex of hillslope springs that sheet flow and collect at the bottom of the slopes to form a small stream that flows approximately 1.5 miles before going subsurface. Grazing has reduced plant species structure and changed the geomorphology of the stream. However, the wetland and riparian zone's potential for full recovery is enormous given the 77 plant species, 43 butterfly species, and deep pockets of ancient organic soil horizons.

The outcome and marker of success for this project will be the presence of 147 acres of the highest quality, reference condition wetland, riparian, and adjacent uplands in Northern Colorado with documented potential habitat for NLFs.

The project objective is to restore wetland and riparian habitat at Brannigan Springs in Soapstone Prairie Natural Area to support the expansion of the Tier 1 Northern Leopard Frog (NLF), a species in steep decline statewide. The three goals of this project are:

- ✓ Creating seven NLF pools using post-assisted cottonwood ramp structures (PACRS). (Completed 2024)
- ✓ Restoring wetland vegetation via grazing exclosure and native willow planting. (Completed 2024)
- Conducting stream health assessments post-construction to understand system response to restoration and potential for NLF presence. (Planned for Summer 2025)

The design and construction of this project were completed by the City and its partners in Fall 2024. The City hosted a volunteer willow planting and installed a cattle exclosure to allow the site to recover from overgrazing. The design leverages seven post-assisted cottonwood ramp structures (PACRS) to create pools for NLF breeding habitat. The original goal was to create pool depths more than three feet in depth for overwintering. The design was revised after the

team discovered the PACRS needed to achieve these depths would have too big of a footprint (more than 50 feet w and had potential to dry up lower stream reaches. The restoration design and construction were completed in Fall 2024 with smaller PACRS. Surprisingly, these were able to achieve 24–30-inch pool depths at two of the PACRS, and 12–20-inch depths at the other five structures.

CPW funding of $25,500 will facilitate the post-construction phase of this project. This phase will include creating an as-built plan set of construction drawings showing the final elevations of the PACRS in the stream channel, and at least one year of post-construction wetland and riparian health assessments using FACWET and/or the EPA Wetland Assessment methodology, and the CPW NLF Habitat Scorecard.

Deliverables: The deliverables for this project are:

1) Seven NLF pools constructed using post-assisted cottonwood ramp structures.
2) Cattle exclosure installed.
3) 1,000 willow stakes planted.
4) As-built plan set complete with survey elevations.
5) At least one year of post-construction wetland/riparian health assessments using various assessment tools, including the CPW NLF Habitat Scorecard.
6) 43 acres of additional wetland and riparian habitat and 122 acres of uplands restored or enhanced.

Timeframe: The project must be completed and fully invoiced by June 30, 2027.

Anticipated Project Timelines/Milestones:

Date	Milestone	Status
2023	Cattle exclosure installed.	Complete (match funds)
Summer 2024	100% design completed.	Complete (match funds)
Summer 2024	USACE permit secured.	Complete (match funds)
Fall 2024	1000 *Salix boothii* stakes planted.	Complete (match funds)
Fall 2024	7 post-assisted cottonwood ramp structures installed.	Complete (match funds)
May-Aug 2025	As-built plan set complete with survey elevations.	Upcoming (CPW funds)
May-Aug 2025	First year of wetland and riparian health assessments.	Upcoming (CPW funds)
May-Aug 2026	Second year of wetland and riparian health assessments, as needed.	Upcoming (CPW funds)
Sep 2026 – Jun 2027	Final project documentation and reporting.	Upcoming (CPW funds)

Exhibit B

Budget:

Activity/expense description	CPW Wetlands Grant $	Partner Name	Calculation	Partner Cash Match $	Partner In-kind Match $	Total $ for activity
Producing as-built plan set	$10,500.00	CEC Environmental Consulting	Principal Engineer $210/hr x 50			
Post-construction wetland monitoring	$15,000.00	Environmental Consultant	Principal Ecologist @ $200/hr x 75 hrs			
Restoration Design		Headway and CEC Environmental		$53,752.48		
Restoration Construction of Post-Assisted Cottonwood Ramp Structures		AloTerra		$145,054.60		
Project Management and Ecological Design		City of FC Sr. Planner/Restoration Project Manager	(15% time for 4.5 months at $57.72/hr) & (15% time for 4.5 months at $59.88/hr)		$12,701.00	
Wildlife Ecology Design and Materials Sourcing		City of FC Wildlife Ecologist	(35% time for 4.5 months at $51.21/hr) & (35% time for 4.5 months at $53.13/hr)		$26,294.00	
City Agricultural Technician II		City of FC Ag Tech II	(8 hrs @ $42/hr)		$336.00	
City FTE Technicians		City of FC Ecological Stewardship Technicians	(2 technicians for 119 hours - $30.81/hr and $37.48/hr) salary + fringe		$7,922.00	
Subtotal requested from CPW	$25,500.00					
Subtotal cash match provided by City of Fort Collins	$198,807.08					
Subtotal in-kind match provided by City of Fort Collins	$47,253.00					
Total Project Cost	$271,560.08					

Terms of Payment: The total cost may not exceed $25,500. Project costs are reimbursed after the work is comp and documented. Invoices should be submitted initially to the CPW Project Sponsor, who will forward them to the Wetlands Program Coordinator for payment. Frequent invoicing is discouraged. Quarterly invoicing is encouraged concurrent with progress reporting (see below - September 30, December 31, March 31, June 30), and other invoicing arrangements may be made in advance at the discretion of the Wetlands Program Coordinator.

*****All work performed within a state fiscal year (July 1 – June 30) must be invoiced on or before June 30 each year of the project (this requirement applies to multiple-year agreements).*****

Invoices should include the following information:

- Date of invoice.
- Invoice number.
- Contract, purchase order, or task order number.
- Wetlands Program project number.
- Details and dates of specific project costs and activities to be reimbursed.
- Total invoice amount.
- Payment instructions and vendor contact information.
- Subcontractor/vendor invoices, if applicable.

Reporting Requirements: Progress reports are due at the end of each calendar quarter (March 31, June 30, September 30, December 31) through project completion. Vendor will submit a project update to the CPW Wetlands Program Coordinator and the CPW Project Sponsor. This update should include:

- Specific details of project accomplishments during the reporting period.
- Total project accomplishments to date.
- Expected project completion date.
- Financial status of project – CPW and partner funds authorized, spent, available, etc.
- Any changes in project scope, problems and recommended solutions.

Upon project completion and before the final invoice will be paid, a final project report must be submitted. This report should include:

- Project title.
- Date of final project completion.
- A narrative summary of the project (≤250 words), suitable for use in accomplishment reports.
- How the final project results differed (if so) from the proposed project (costs, scope of work, etc.).
- Detailed financial contributions (cash and in-kind) from each partner and funding source.
- Habitat evaluation scores for any CPW Wetlands Priority Species proposed to be benefitted by the projects, using the available CPW habitat scorecards (http://cpw.state.co.us/aboutus/Pages/WetlandsPrioritySpecies.aspx). These should be presented in table format showing (1) pre-restoration scores; and (2) anticipated (i.e., target) post-restoration scores.
- Digital maps showing final project boundaries, wetland boundaries, and other water features. Lat/long (decimal degrees) coordinates will be provided for the central point for each tract of land within the project.
- Digital project photographs; video submissions also are encouraged.

CPW will provide templates for progress and final reports, and habitat scorecards.

Permission to Work on Non-Vendor Owned Lands: The vendor is responsible for obtaining written permission from all landowners on whose land that they intend to conduct work. The vendor shall be responsible for providing CPW with a copy of this permission if requested during the term of the project.

CPW Contacts:

Wetlands Program Coordinator:
Brian Sullivan
Colorado Parks and Wildlife
317 W. Prospect Rd.
Fort Collins, CO 80526
Tel. 970-472-4306
brian.sullivan@state.co.us

Project Sponsor:
Matt Haworth, Native Aquatic Species Biologist
Colorado Parks and Wildlife
317 W. Prospect Rd.
Fort Collins, CO 80526
Tel. 970-472-4347
matt.haworth@state.co.us

STATE OF COLORADO

Department of Natural Resources

ORDER	
Number:	POGG1,PMAA,202600000094
Date:	6/23/25
Description:	SOAPSTONE PRAIRIE NLF WETLAND RESTORATION PROJECT #W25742
Effective Date:	06/23/25
Expiration Date:	06/30/27

*****IMPORTANT*****

The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.

BILL TO

FORT COLLINS OFFICE
317 WEST PROSPECT
FORT COLLINS, CO 80526

BUYER

Buyer: Anna Stern
Email: anna.stern@state.co.us

VENDOR

CITY OF FORT COLLINS
Police Services
PO BOX 580
FORT COLLINS, CO 80522-0580

Contact:
Phone: 9702216770

SHIP TO

FORT COLLINS OFFICE
317 WEST PROSPECT
FORT COLLINS, CO 80526

SHIPPING INSTRUCTIONS

Delivery/Install Date:
FOB:

VENDOR INSTRUCTIONS

EXTENDED DESCRIPTION

Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1			0	0.00	$25,500.00	☐

Description: Restore Wetland and Riparian Habit Brannigan Sprg Soapstone

Service From: 06/23/25 Service To: 06/30/27

TERMS AND CONDITIONS

https://www.colorado.gov/osc/purchase-order-terms-conditions

DOCUMENT TOTAL = $25,500.00

ORDINANCE NO. 131, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING SUPPLEMENTAL APPROPRIATIONS OF GRANT FUNDS FROM COLORADO PARKS AND WILDLIFE FOR THE SOAPSTONE PRAIRIE HEADWATERS RESTORATION PROJECT

A. The City's Natural Areas Department ("NAD") has undertaken the Soapstone Prairie Headwaters Restoration Project to restore ecological function and improve habitat in a one-mile reach of stream and wetland complex at Soapstone Prairie Natural Area.

B. This project includes the installation of beaver dam analog ("BDA") structures to support breeding and overwintering habitat for the Northern Leopard Frog, a species of greatest conservation need, as well as implementation of wildlife-friendly grazing enclosures and native willow plantings in partnership with Indigenous community members.

C. NAD has completed the project's design, permitting, construction, and community engagement phases, and now seeks to complete the final adaptive management phase, including post-construction wetland delineation, pool depth monitoring, and preparation of as-built drawings.

D. Colorado Parks and Wildlife ("CPW") has awarded a $25,500 Wetlands for Wildlife grant to the City to fund this final phase of the project.

E. The grant requires no cash match and will be supported by a $47,253 in-kind contribution of staff time funded from the existing appropriations in the Natural Areas Fund (Fund 272).

F. This appropriation will allow the NAD to complete required monitoring and reporting obligations under the grant and support the long-term ecological success of the restoration project.

G. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of enhancing wetland and riparian ecosystems; supporting biodiversity and habitat for species of conservation concern, including the Northern Leopard Frog; fostering climate resilience through nature-based restoration; and engaging local communities in stewardship of public natural areas.

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

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

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

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

K. The City Council wishes to designate the appropriation herein for the Soapstone Prairie Headwaters Restoration Grant Project as one that shall not lapse until the earlier of the expiration of the grant or the 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 Natural Areas Fund the sum of TWENTY-FIVE THOUSAND FIVE HUNDRED DOLLARS ($25,500) to be expended in the Natural Areas Fund for Colorado Parks and Wildlife for the Soapstone Prairie Headwaters Restoration Grant Project.

Section 2. The appropriation herein for Colorado Parks and Wildlife for the Soapstone Prairie Headwaters Restoration Grant 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 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 August 19, 2025, and approved on second reading for final passage on September 2, 2025.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: September 12, 2025
Approving Attorney: April Silva

Exhibit: None

File Attachments for Item:

15. First Reading of Ordinance No. 132, 2025, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for the Power Trail and Harmony Grade Separated Crossing Project and Related Art in Public Places.

The purpose of this item is to appropriate Transportation Capital Expansion Fee (TCEF) funds to the Power Trail and Harmony Grade Separated Crossing project (Project). The funds will be used for construction services. If approved, this item will: 1) appropriate $1,500,000 in TCEF funds to the Project; and 2) appropriate $15,000 (1%) of the TCEF funds to the Art in Public Places (APP) program.

August 19, 2025

AGENDA ITEM SUMMARY
City Council

STAFF

Dillon Willett, Project Manager
Dana Hornkohl, Capital Projects Manager

SUBJECT

First Reading of Ordinance No. 132, 2025, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for the Power Trail and Harmony Grade Separated Crossing Project and Related Art in Public Places.

EXECUTIVE SUMMARY

The purpose of this item is to appropriate Transportation Capital Expansion Fee (TCEF) funds to the Power Trail and Harmony Grade Separated Crossing project (Project). The funds will be used for construction services. If approved, this item will: 1) appropriate $1,500,000 in TCEF funds to the Project; and 2) appropriate $15,000 (1%) of the TCEF funds to the Art in Public Places (APP) program.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The Project will design and construct an underpass for the Power Trail where it intersects with Harmony Road. A separate project will construct trail connections north and south of Harmony Road, utilizing local funding, to connect the underpass to the existing ends of the 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 at least eight crashes involving bicycles and pedestrians between 2020 and 2024. Three of these crashes involved serious injuries and one involved a fatal injury. The Project will complete the gap in the Power Trail at Harmony Road by providing a low stress connection and encouraging greater trail usage. Overall risk will be reduced at the at-grade crossing, by reducing the number of pedestrian and bicycle crossings at McMurray Avenue. This will reduce vehicle waiting times and air pollution from idling vehicles. The low stress connection is expected to accelerate the mode shift from motor vehicles to active modes.

The Project and various trail connections will complete the Power Trail from the Poudre River Corridor to the Big Thompson Corridor. The City is also working on design and construction of multiple projects to connect the Power Trail to local trail networks and residential communities in southeast Fort Collins. The

Siphon Pedestrian Overpass crossing the Union Pacific Railroad tracks south of Harmony Road will connect the Mail Creek Trail to the Power Trail. Mail Creek Trail connects Bacon Elementary, the school side park currently under construction, and several existing communities via an underpass of Timberline Road to the City's overall trail network, via the Power Trail. 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 (RATP) adopted in July 2021. The Power Trail is part of the Front Range Trail (West), also known as Regional Active Transportation Corridor (RATC) No.7. The 2025 RATP is currently under development and RATC No.7 remains in the updated plan.

Staff began reviewing alternatives for a grade separated crossing in 2019. There are significant challenges for both an underpass (ground water and large utility vaults) as well as an overpass (long ramp distances and overhead power lines) at this crossing location. By 2022, after a rigorous evaluation of alternatives, an underpass perpendicular to Harmony Road with ramps running parallel to the roadway was a clear choice. This option allowed for a trail experience that was like many locations on the City's trail network. This configuration also allowed for large utility vaults to remain in place without relocation costs. While overpass options were evaluated, cost, maintenance, long ramps, and viewshed interruption were other reasons an underpass was chosen. Primary design began in 2023. Minimal easement or right-of-way acquisition was needed for the underpass option. Several trail easement acquisitions were needed for the trail connections north and south of the underpass. These acquisitions are complete. The underpass was designed in conjunction with the trail sections. To simplify property acquisition and allow the underpass to move forward while acquisition was underway, a construction package for the Project was compiled and advertised in May 2025.

Five bids were received in response to the invitation to bid. During the City's evaluation of the apparent low bid, staff in good faith deviated from established procedures. After consultation with the Federal Highway Administration (FHWA) and Colorado Department of Transportation (CDOT), staff determined the misstep invalidated the bid process necessitating the bid to be cancelled. The City will be posting a new invitation to bid for the Project soon. The bid for the trail construction package will be advertised later this year or early in 2026.

The probable cost for the Project construction was $10,100,000. All but one of the initial bids received was above the estimated construction cost. To facilitate moving Project construction forward without delay, considering the need to process a second invitation to bid, staff is requesting to include an additional $1,500,000 in TCEF funds in the Project. If there are excess funds, they can be used toward construction of the trail connections north and south of the Project.

Grants make up a significant portion of the funding for the Project. The City was awarded $800,000 in Transportation Alternatives Program (TAP) funds in 2016. Congestion Mitigation and Air Quality Improvement Program funds were awarded to the Project in 2022 ($2,700,000) and 2023 ($3,239,300).

CITY FINANCIAL IMPACTS

The following is a summary of the funding anticipated for design, right-of-way acquisition, and construction for the Power Trail and Harmony Grade Separated Crossing project.

Prior Appropriated or Transferred Funds		
Transportation Capital Expansion Fee (TCEF)	$	1,072,491
Transportation Services Fund (TSF)	$	880
Art in Public Places (APP)	$	(10,733)
Transportation Alternatives Program (TAP)	$	800,000
Congestion Mitigation and Air Quality Improvement Program (CMAQ)	$	5,939,300
Community Capital Improvement Program - Bike/Pedestrian Grade Separated Crossing (CCIP-GSC)	$	1,200,000
Community Capital Improvement Program - Pedestrian Sidewalk (CCIP-PS)	$	1,000,000
Conservation Trust Fund (CTF)	$	1,600,000
Total Prior Appropriation	**$**	**11,601,938**

Funds to be Appropriated		
Transportation Capital Expansion Fee (TCEF)	$	1,514,700
Transportation Services Fund (TSF)	$	300
Net Total Project Funds to be Appropriated	**$**	**1,515,000**
Proposed Transfer to Art in Public Places	**$**	**15,000**
Total Capital Project Funds	**$**	**13,101,938**

The total fund amount projected for this Project is $13,101,938 composed of funds appropriated or transferred with prior actions and with this action.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The Project has been presented to the committees, boards, and commissions listed below.

- Bicycle Advisory Committee/Active Modes Advisory Board: 09/15/2022, 10/26/2020, 12/11/2019, and 11/26/2018.
- Commission on Disabilities/Disability Advisory Board: 01/10/2019
- Transportation Board: 08/16/2023 (part of the Transportation Capital Projects Prioritization Study), 12/18/2019, and 11/21/2018
- Parks and Recreation Advisory Board: 12/05/2018

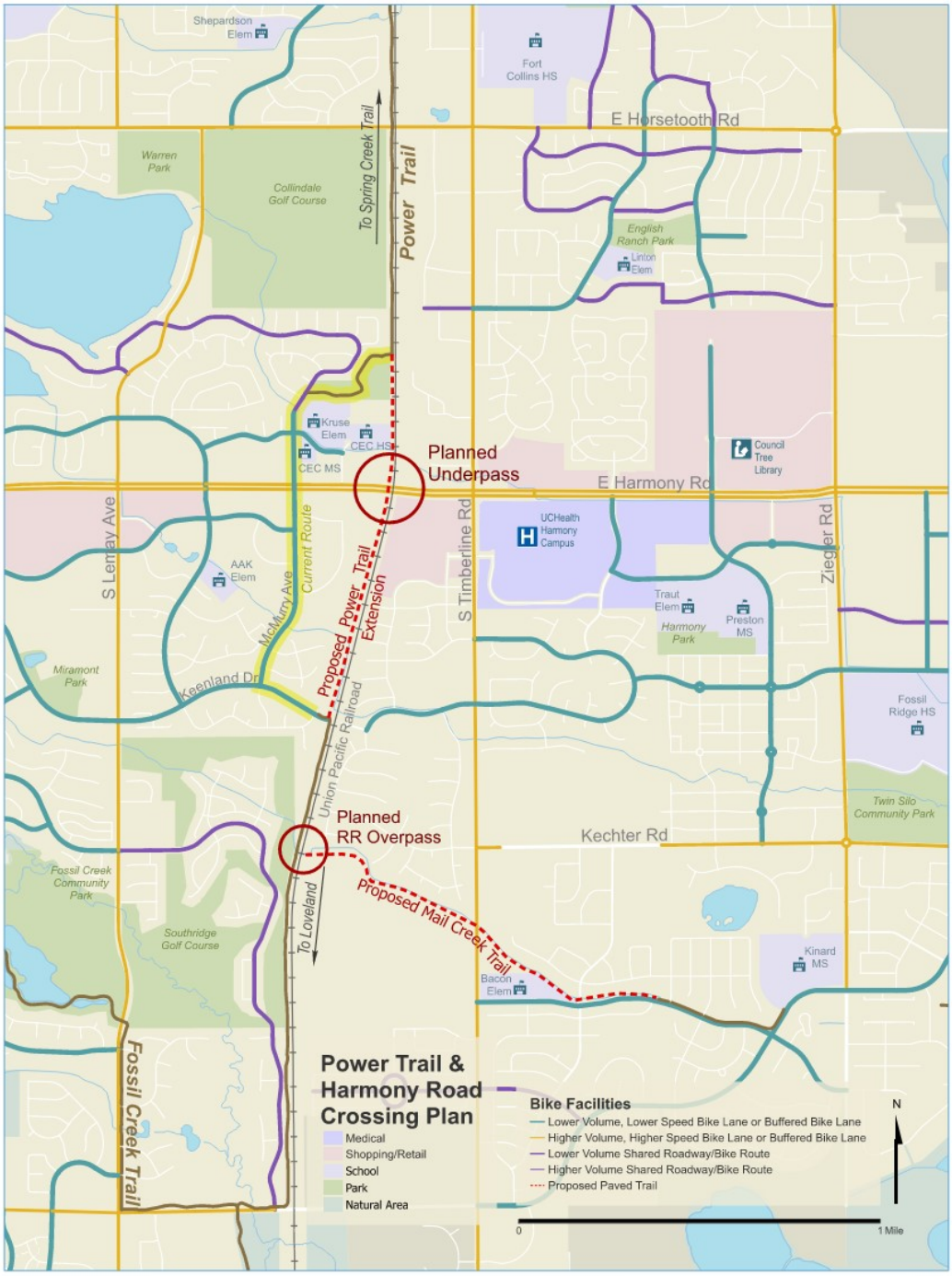
The Project has come before Council for previous appropriations in March/April 2024 and February 2025.

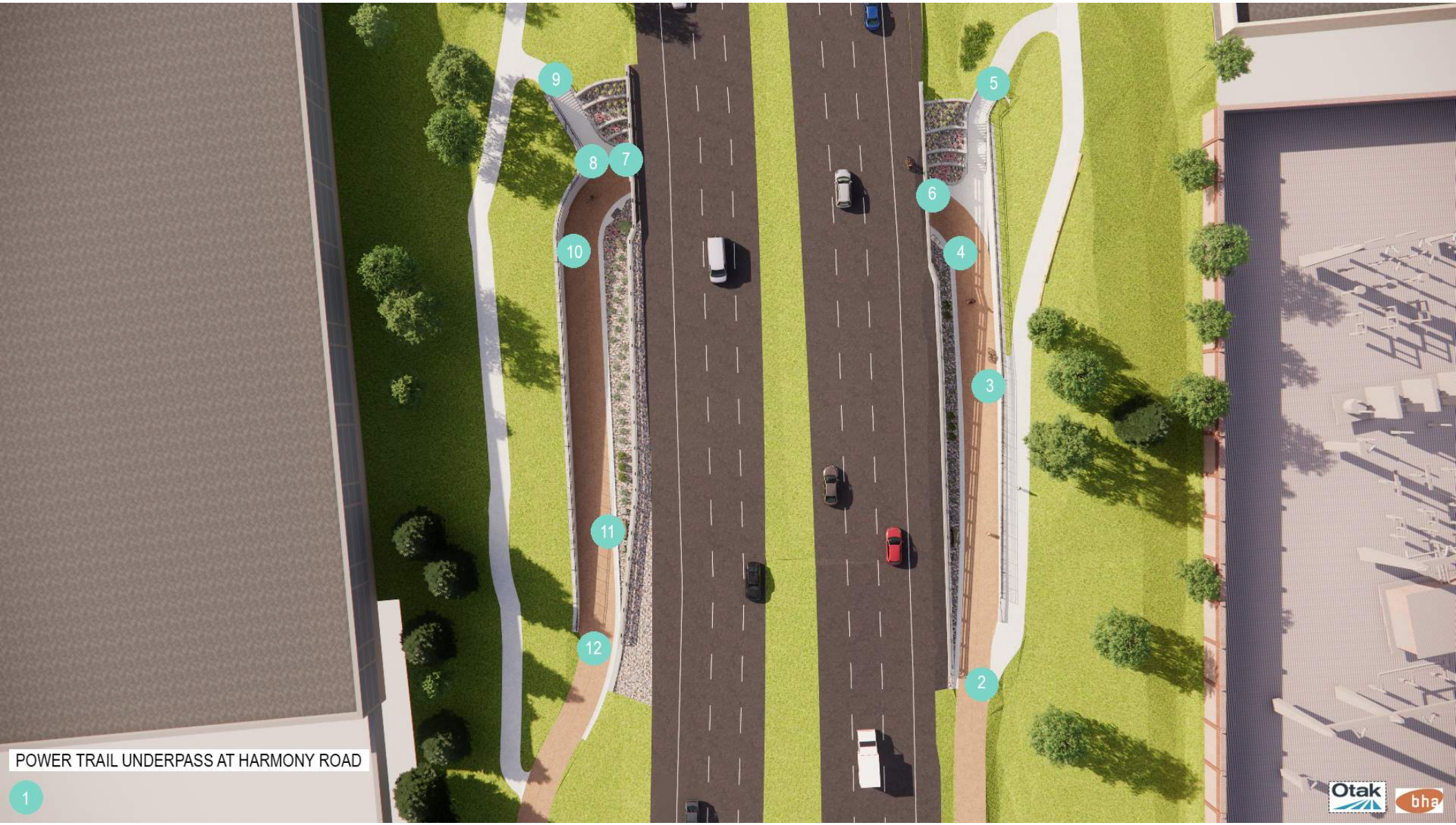
PUBLIC OUTREACH

Staff developed a Public Engagement Plan for the Project. Staff presented and discussed Project drawings and renderings at several public outreach events including Kinard Middle School FC Moves Outreach Event in Fall 2019; the 2023, 2024, and 2025 Transportation Project Fairs; and the Kruse Elementary School Bike to School Day Open House in May 2024. A City web page is regularly updated with Project information and upcoming milestones.

ATTACHMENTS

1. Vicinity Map
2. Renderings
3. Ordinance No. 132, 2025


Shepardson Elem
Fort Collins HS
E Horsetooth Rd
Warren Park
Collindale Golf Course
To Spring Creek Trail
Power Trail
English Ranch Park
Linton Elem
Kruse Elem
CEC HS
CEC MS
Planned Underpass
Council Tree Library
E Harmony Rd
S Lemay Ave
AAK Elem
McMurry Ave
Current Route
Proposed Power Trail Extension
S Timberline Rd
UCHealth Harmony Campus
Zieger Rd
Traut Elem
Preston MS
Harmony Park
Miramont Park
Keenland Dr
Union Pacific Railroad
Fossil Ridge HS
Twin Silo Community Park
Planned RR Overpass
Kechter Rd
Fossil Creek Community Park
Southridge Golf Course
To Loveland
Proposed Mail Creek Trail
Kinard MS
Bacon Elem
Fossil Creek Trail
Power Trail & Harmony Road Crossing Plan
Medical
Shopping/Retail
School
Park
Natural Area
Bike Facilities
Lower Volume, Lower Speed Bike Lane or Buffered Bike Lane
Higher Volume, Higher Speed Bike Lane or Buffered Bike Lane
Lower Volume Shared Roadway/Bike Route
Higher Volume Shared Roadway/Bike Route
Proposed Paved Trail
N
0
1 Mile


9
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12
2
POWER TRAIL UNDERPASS AT HARMONY ROAD
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POWER TRAIL UNDERPASS AT HARMONY ROAD
2
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POWER TRAIL UNDERPASS AT HARMONY ROAD
3
Otak
bha

POWER TRAIL UNDERPASS AT HARMONY ROAD

4

Harmony Road
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5
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POWER TRAIL UNDERPASS AT HARMONY ROAD
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POWER TRAIL UNDERPASS AT HARMONY ROAD
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Harmony Road
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Harmony Road
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POWER TRAIL UNDERPASS AT HARMONY ROAD

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POWER TRAIL UNDERPASS AT HARMONY ROAD
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ORDINANCE NO. 132, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING PRIOR YEAR RESERVES AND AUTHORIZING
TRANSFERS OF APPROPRIATIONS FOR THE POWER TRAIL
AND HARMONY GRADE SEPARATED CROSSING PROJECT
AND RELATED ART IN PUBLIC PLACES

A. The Power Trail and Harmony Grade Separated Crossing project ("Project") is a significant initiative by the City to enhance the safety and convenience of bike and pedestrian traffic in the area. The Project and various trial connections will complete the Power Trail from the Poudre River Corridor to the Big Thompson Corridor. The City is also working on design and construction of multiple projects to connect the Power Trail to local trail networks and existing and developing residential communities in southeast Fort Collins.

B. Staff began reviewing alternatives for a grade separated crossing in 2019, and primary design began in 2023. Grants make up a significant portion of the funding for the Project. The City was awarded $800,000 in Transportation Alternatives Program funds in 2016. Congestion Mitigation and Air Quality Improvement Program funds were awarded to the Project in 2022 ($2,700,000) and 2023 ($3,239,300). Previous appropriation Ordinances for the Project also include Ordinance No. 041, 2024 and Ordinance No. 012, 2025. This Ordinance provides an additional $1,500,000 in Transportation Capital Expansion Fee ("TCEF") funds for the construction of and funding for a pedestrian and bicycle underpass to further extend the Power Trail where it intersects East Harmony Road.

C. 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 Trail, 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 at least eight crashes involving bicycles and pedestrians between 2020 and 2024. Three of these crashes involved serious injuries and one involved a fatal injury.

D. The Project will complete the gap in the Power Trail at Harmony Road by providing a low stress connection and encouraging greater trail usage. Overall risk will be reduced at the at-grade crossing, by reducing the number of pedestrian and bicycle crossings at McMurray Avenue. This will reduce vehicle waiting times and air pollution from idling vehicles. The low stress connection is expected to accelerate the mode shift from motor vehicles to active modes.

E. Primary design for the current route began in 2023. Minimal easement or right-of-way acquisition was needed for the underpass, and several trail easement acquisitions were needed for the trail connections north and south of the underpass. These acquisitions are complete. The underpass was designed in conjunction with the trail sections.

F. To simplify property acquisition and allow the underpass to move forward while acquisition was underway, a construction package for the Project was compiled and advertised in May 2025. Five bids were received in response to the invitation to bid, but during the City's evaluation of the apparent low bid, staff in good faith deviated from established procedures. After consultation with the Federal Highway Administration and Colorado Department of Transportation, staff determined the misstep invalidated the bid process necessitating the bid to be cancelled. The City will be posting a new invitation to bid for the Project soon. The bid for the trail construction package will be advertised later this year or early in 2026. To facilitate moving Project construction forward without delay, considering the need to process a second invitation to bid, staff is requesting to include an additional $1,500,000 in TCEF funds in the Project.

G. The appropriations for this Project benefit public health, safety, and welfare of the residents and traveling public of Fort Collins and serve the public purpose of promoting safer travel across multiple modalities and improving the transportation infrastructure within the City.

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 appropriations described herein and determined that these appropriations are available and previously unappropriated from the Transportation Capital Expansion Fee fund and the Transportation Services fund, as applicable, and that these appropriations will not cause the total amount appropriated in Transportation Capital Expansion Fee fund and 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

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

K. The total Project cost of $1,500,000 has been used to calculate the contribution to the APP program.

L. The amount to be contributed in this Ordinance to the APP program will be $15,000.

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

N. The City Manager has recommended the transfer of $15,000 from the Capital Projects fund to the Cultural Services and Facilities fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

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

P. The City Council wishes to designate the appropriation herein for the Power Trail and Harmony Grade Separated Crossing as an appropriation that shall not lapse until the completion of the Project.

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

Section 1. There is hereby appropriated from prior year reserves in the Transportation Capital Expansion Fee fund the sum of ONE MILLION FIVE HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED DOLLARS ($1,514,700) to be expended in the Transportation Capital Expansion Fee fund for transfer to the Capital Projects fund to be expended therein for the Power Trail and Harmony Grade Separated Crossing Project.

Section 2. There is hereby appropriated from prior year reserves in the Transportation Services fund the sum of THREE HUNDRED DOLLARS ($300) to be expended in the Transportation Services fund for Transfer to the Capital Projects fund to be expended therein for the Power Trail and Harmony Grade Separated Crossing Project.

Section 3. The unexpended and unencumbered appropriated amount of ELEVEN THOUSAND SEVEN HUNDRED DOLLARS ($11,700) in the Capital Projects fund is hereby authorized for transfer to the Cultural Services and Facilities fund and appropriated and expended therein to fund art projects under the APP program.

Section 4. The unexpended and unencumbered appropriated amount of THREE THOUSAND DOLLARS: ($3,000) in the Capital Projects fund is hereby authorized for transfer to the Cultural Services and Facilities fund and appropriated and expended therein for the operation costs of the APP program.

Section 5. The unexpended and unencumbered appropriated amount of THREE HUNDRED DOLLARS: ($300) in the Capital Projects fund is hereby authorized for transfer to the Cultural Services and Facilities fund and appropriated and expended therein for the maintenance costs of the APP program.

Section 6. The appropriation herein for the Power Trail and Harmony Grade Separated Crossing 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 August 19, 2025, and approved on second reading for final passage on September 2, 2025.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: September 12, 2025
Approving Attorney: Heather N. Jarvis

Exhibit: None

File Attachments for Item:

16. First Reading of Ordinance No. 133, 2025, Making Supplemental Appropriations and Appropriating Prior Year Reserves for the Epic Pool Ice Center Chiller Replacement and Rink Renovation Project and Related Art in Public Places.

The purpose of this item is to appropriate $2,000,000 from 2050 Parks & Recreation tax reserves and $1,000,000 from the Recreation Fund reserves to replace the EPIC Ice Chiller system and modernize key rink infrastructure, including dasher boards, tempered safety glass, protective netting, painting and rink flooring.

August 19, 2025

AGENDA ITEM SUMMARY
City Council

STAFF

LeAnn Williams, Director, Recreation
Brian Hergott, Assistant Operations Director
Victoria Shaw, Sr. Manager Finance

SUBJECT

First Reading of Ordinance No. 133, 2025, Making Supplemental Appropriations and Appropriating Prior Year Reserves for the Epic Pool Ice Center Chiller Replacement and Rink Renovation Project and Related Art in Public Places.

EXECUTIVE SUMMARY

The purpose of this item is to appropriate $2,000,000 from 2050 Parks & Recreation tax reserves and $1,000,000 from the Recreation Fund reserves to replace the EPIC Ice Chiller system and modernize key rink infrastructure, including dasher boards, tempered safety glass, protective netting, painting and rink flooring.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

*Edora Pool Ice Center (EPIC) has served has served as a cornerstone of the City of Fort Collins' recreation system for over 35 years, standing as the region's premier indoor aquatics and ice sports facility. Built in 1987 and expanded in 2003, EPIC supports a wide range of recreational, competitive and community programming, from learn-to-swim and learn-to-skate classes to figure skating, youth and adult hockey leagues, public skate sessions, and regional swim meets. It is not only a vital contributor to community health and wellness, but also a critical hub for inclusive and multigenerational recreation.

CITY FINANCIAL IMPACTS

Appropriating these funds will allow this project to move forward with current cost estimates, prevent delays, and potential further cost escalation.

Staff recommends funding the chiller system replacement and rink renovations with the following funding.

Three million dollars in available, unappropriated funds is needed to complete this project.

- The Ice Chiller Replacement design was approved in the 2025 BFO offer 76.2.

- Per the offer, staff communicated after completion of design in 2025, future funding would need to be identified for the replacement in 2026 or 2027. With these recommended appropriations, the Epic chiller project will commence in May of 2026 as the chiller system and other items are procured.

- Funding from BFO offer 54.12 “Parks and Recreation Infrastructure Replacement Projects” has available funding and this project is eligible.

- The following 2050 P&R projects in the work plan are still on schedule and fully funded in the coming budget cycles. They are in different stages of design and public outreach and will not utilize the current appropriation.

    - Soft Gold, Landings, Rolland Moore Tennis and Playground, Southeast Community Center

The $3M additional dollars will be funded by:

1) 2050 Tax Parks Rec dedicated tax: $2M; and

2) Recreation departmental fund reserves: $1M.

Available 2050 P&R Reserves as of December 31, 2024	Funding for Project	Remaining Available Reserve Balance
$5.6M	$2M	$3.6M

Available Recreation Fund Reserves as of December 31, 2024	Funding for Project	Remaining Available Reserve Balance
$1.8M	$1.0M	$0.8M

With the modernization and upgrade of the Chiller system, the City will see annual general fund savings of approximately $100,000. Utility costs are expected to decrease $50,000 per year with the addition of the water heat recovery system. Not only does this align with the City’s Climate Future and reducing the carbon footprint of municipal operations, it reduces the general fund dollars that support EPIC Ice. The water heat recovery system will cost $425,000 and see a ROI of 7.5 years in energy savings. The efficiency and modernization is also estimated to save approximately $50,000 per year in maintenance costs. Finally, the new system will have a projected reduction of GHG emissions of 360 metric tons of CO2 per year.

Ice Chiller System – Total projected cost: $4,944,533

General Contractor costs with Base Chiller System: $3,397,776

1. Alternate 01 – Waste Heat Recovery System - $425,000
    a. $50,000 per year energy bill savings
    b. 7.5-year return on investment
    c. GHG emissions of 360 metric tons of CO2 per year

2. Alternate 02 – Temporary Cooling - $180,000
    a. Ice will be offline for two months (May and June)
    b. Ice would be brought back online in July and run off a temporary chiller July to November.
    c. This alternate extends the construction timeline from an October 1 end date to November 1 end date, however the ice will be available beginning in July for full use.
    d. Ops Services will be hiring a separate contractor to regrade the sand, bring the ice online, and paint the ice. This will be done concurrently with the Chiller improvements and not require any additional downtime.
    e. Other planned projects will be completed in addition to the chiller system including lights.

The cost margin to keep the ice operational with the temporary chillers is net positive as shown in the chart below.

EPIC Ice (Whole $)	Jul - Nov
'21 -'24 Avg Revenue	495,494
'21 - '24 Avg Expense (Direct COGS)	183,934
'21 - '24 Avg Contribution Margin	**311,559**
'26 Temporary Cooling Expense	180,000
'26 Est Contribution Margin	**131,559**

Total to modernize key rink infrastructure: ~$1M

1. Dasher Board System (both rinks):

Base Bid: $498,900

Add Alternate – Acrylic Shielding (Both Rinks): +$55,000 ($27,500 per rink)

Deduct Alternate – Trade-In Credit for Existing Boards (Both Rinks): –$15,000 ($7,500 per rink)

Total Potential Range: $483,900 – $553,900

2. Rubber Flooring Replacement Options (supply, demo, install):

Option 1 – Mondo 6mm Rolls: $307,952

Option 2 – Mondo 10mm Rolls: $376,417.80

Option 3 – Nora Grano Tiles (includes moisture mitigation): $348,178.25

Total Potential Range: $307,952 – $376,417.80

3. Combined Project Range (Boards + Flooring):

Low End (Standard Boards + Mondo 6mm): $791,852

High End (Acrylic Boards + Mondo 10mm): $930,317.80

EPIC Chiller Replacement and Rink Renovation Project Projected Cost: ~$6M

Any leftover funding from the project will roll back into the P&R 2050 reserves.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

This project was discussed at the July Parks and Recreation Advisory Board. The board voted 6-0 in favor of funding this project with 2050 and Recreation reserves.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ordinance No. 133, 2025

ORDINANCE NO. 133, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING SUPPLEMENTAL APPROPRIATIONS AND
APPROPRIATING PRIOR YEAR RESERVES FOR THE EDORA
POOL ICE CENTER CHILLER REPLACEMENT AND RINK
RENOVATION PROJECT AND RELATED ART IN PUBLIC
PLACES

A. Edora Pool Ice Center ("EPIC") was built in 1987 and expanded in 2003. EPIC supports a wide range of recreational, competitive and community programming, from learn-to-swim and learn-to-skate classes to figure skating, youth and adult hockey leagues, public skate sessions, and regional swim meets.

B. The facility's original ice chiller system has reached the end of its operational life. A failure of this system would lead to extended facility closures, significant revenue losses and widespread disruption to services being relied on by thousands of EPIC users each year.

C. In tandem with replacing the ice chiller system, staff have identified other ways to modernize key rink infrastructure, including by upgrading dasher boards, tempered safety glass, protective netting, painting and rink flooring (together, the "Project").

D. The Project represents a rare and strategic opportunity to extend the life of a beloved public asset, ensure the facility meets current and future demands and reinforce Fort Collins' commitment to maintaining resilient, inclusive and high-quality infrastructure. The Project directly supports City Council priorities related to infrastructure investment, sustainability, economic health and community livability.

E. The 2050 Tax Parks Rec Transit OCF Fund dedicated tax ("2050 Fund") has already appropriated $3,000,000 for the Project. This Ordinance would appropriate the remaining balance of $3,000,000 from various funds, as outlined below.

F. The Parks and Recreation Advisory Board met in July of this year and voted unanimously to support this Project.

G. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose by aligning with the City's goals to reduce the carbon footprint of municipal operations, invest in aging infrastructure before failure occurs, and ensure that all EPIC users have access to safe, inclusive and welcoming recreation spaces.

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 the funds to be appropriated are available and previously unappropriated from the Recreation Fund reserves and the 2050 Fund.

J. The recommended appropriations will not cause the total amounts appropriated in the 2050 Fund or the Recreation Fund reserves 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. This Project involves construction estimated to cost more than $250,000 and, as such, City Code Section 23-304 requires one percent of these appropriations to be transferred to the Cultural Services and Facilities Fund for a contribution to the Art in Public Places program ("APP Program").

L. The total Project cost of $3,000,000 has been used to calculate the contribution to the APP Program.

M. The amount to be contributed in this Ordinance to the APP Program will be $30,000

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

O. The City Council wishes to designate the appropriations herein for the EPIC Chiller Replacement and Rink Renovation Project as appropriations that shall not lapse until the completion of the Project.

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

Section 1. There is hereby appropriated from prior year reserves in the 2050 Tax Parks Rec Transit OCF Fund – (Parks and Rec) the sum of TWO MILLION DOLLARS ($2,000,000) to be expended in the 2050 Tax Parks Rec Transit OCF Fund for EPIC Chiller Replacement and Rink Renovation Project.

Section 2. There is hereby appropriated from prior year reserves in the Recreation Fund the sum of ONE MILLION DOLLARS ($1,000,000) to be expended in the Recreation Fund for EPIC Chiller Replacement and Rink Renovation Project.

Section 3. The unexpended and unencumbered appropriated amount of FIFTEEN THOUSAND SIX HUNDRED DOLLARS ($15,600) in the 2050 Tax Parks Rec Transit OCF and SEVEN THOUSAND EIGHT HUNDRED DOLLARS ($7,800) in the Recreation Fund are hereby authorized for transfer to the Cultural Services and Facilities Fund and appropriated and expended therein to fund art projects under the APP Program.

Section 4. The unexpended and unencumbered appropriated amount of FOUR THOUSAND DOLLARS ($4,000) in the 2050 Tax Parks Rec Transit OCF Fund and TWO THOUSAND DOLLARS ($2,000) in the Recreation Fund are hereby authorized for transfer to the Cultural Services and Facilities Fund and appropriated and expended therein for the operation costs of the APP Program.

Section 5. The unexpended and unencumbered appropriated amount of FOUR HUNDRED DOLLARS ($400) in the 2050 Tax Parks Rec Transit OCF Fund and TWO HUNDRED DOLLARS ($200) in the Recreation Fund is hereby authorized for transfer to the Cultural Services and Facilities Fund and appropriated and expended therein for the maintenance costs of the APP Program.

Section 6. The appropriation herein for EPIC Chiller Replacement and Rink Renovation 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 August 19, 2025, and approved on second reading for final passage on September 2, 2025.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: September 12, 2025
Approving Attorney: Sara Arfmann

Exhibit: None

File Attachments for Item:

17. First Reading of Ordinance No. 134, 2025, Authorizing the City of Fort Collins to Lease Real Property Adjacent to the Overland Electric Substation to Platte River Power Authority for a Battery Storage Project.

The purpose of this item is to approve a lease agreement between the City and Platte River Power Authority (PRPA) to lease 27,351 square feet of real property at 401 South Overland Trail within the existing site parcel. The agreement, which will require only a nominal annual rental payment by Platte River, allows the parties to evaluate the feasibility of the project and, pending successful analysis, proceed with the installation and operation of a 5MW/20MWh utility-side system connected to Light & Power's distribution system. Platte River and Light & Power are collaborating on this project as part of their commitment to a non-carbon future and a reliable electric grid, with energy storage playing a crucial role in achieving those goals.

August 19, 2025

AGENDA ITEM SUMMARY
City Council

STAFF

Ralph Campano, Real Estate Manager
Travis Walker, Light & Power Director

SUBJECT

First Reading of Ordinance No. 134, 2025, Authorizing the City of Fort Collins to Lease Real Property Adjacent to the Overland Electric Substation to Platte River Power Authority for a Battery Storage Project.

EXECUTIVE SUMMARY

The purpose of this item is to approve a lease agreement between the City and Platte River Power Authority (PRPA) to lease 27,351 square feet of real property at 401 South Overland Trail within the existing site parcel. The agreement, which will require only a nominal annual rental payment by Platte River, allows the parties to evaluate the feasibility of the project and, pending successful analysis, proceed with the installation and operation of a 5MW/20MWh utility-side system connected to Light & Power's distribution system. Platte River and Light & Power are collaborating on this project as part of their commitment to a non-carbon future and a reliable electric grid, with energy storage playing a crucial role in achieving those goals.

STAFF RECOMMENDATION

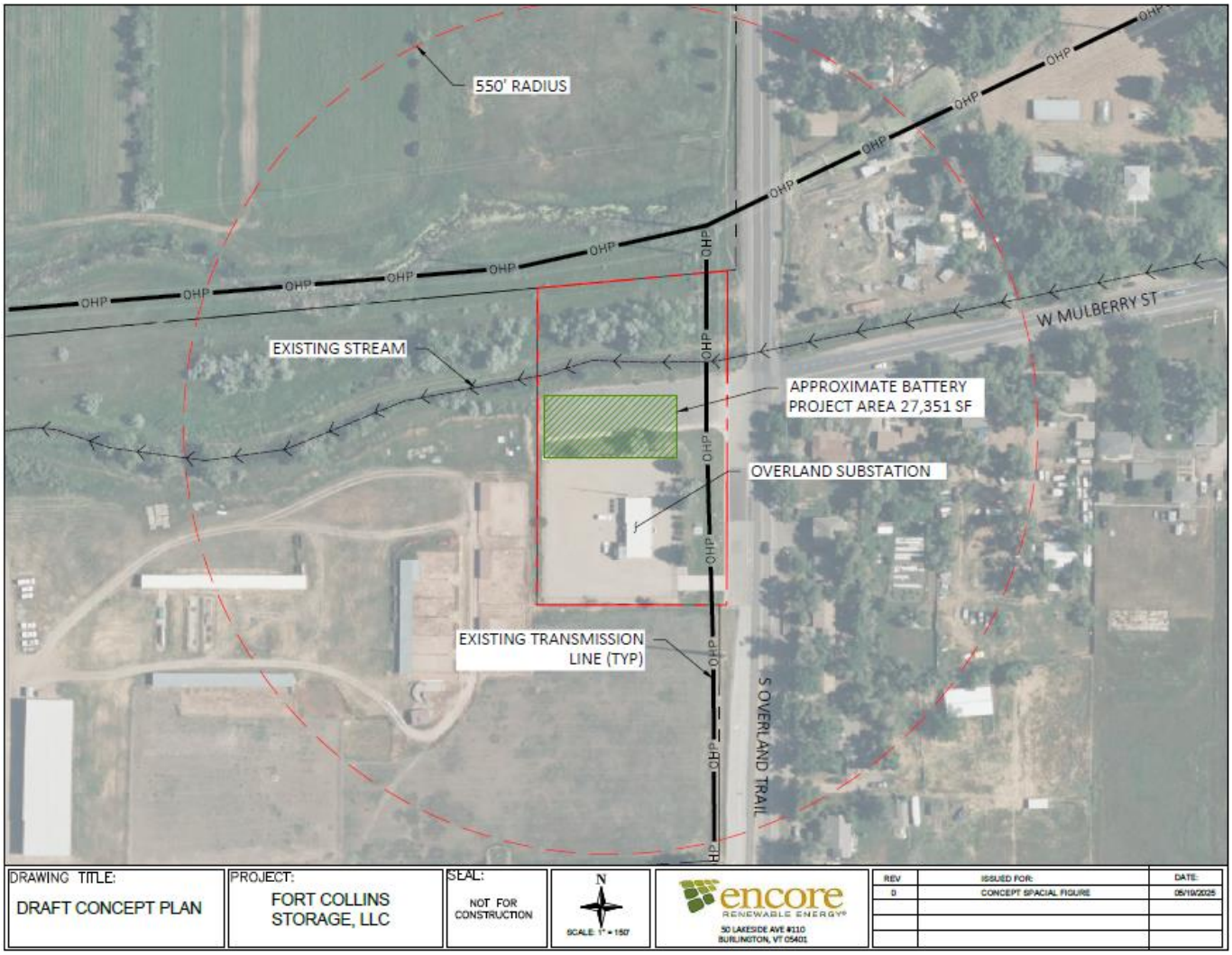
Staff recommend adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

PRPA, the City-owned wholesale power generation and transmission provider, is investing in utility-scale battery storage in each of its four owner communities as part of its commitment to improving reliability and maximizing renewable energy generation.

The City has identified a tract of land within the City-owned parcel where the Overland Substation site is located at 401 S. Overland Trail, 80521. This is an ideal site for placing the battery equipment and integrating it with the existing electric utility infrastructure.

Overland Substation Site – 401 S. Overland Trail



Because PRPA is a non-taxable public entity, it cannot directly benefit from federal tax incentives. To address this, PRPA will sublease the land to Encore Redevelopment who will leverage these incentives.

This proposal:

- Enhances local energy resilience and grid reliability.
- Supports the City's Strategic Plan Goal: Economic Health (ECON 2) Deliver City utility services in response to climate action objectives and opportunities and targeted reliability and resiliency levels and make significant investments in utility infrastructure while communicating and mitigating cost impacts to the community where possible.
- Supports the City's Strategic Plan Goal: Environmental Health (ENV 1) Implement the Climate Future Plan to advance the City's greenhouse gas, energy and waste goals; reduce air pollution; and improve community resilience.
- Leverages grants and private sector investment to fund storage project infrastructure.
- Utilizes City property for a beneficial public utility purpose.

Development of the site will require the elevation to be built up approximately 3 to 4 feet to match the existing substation elevation.

While the battery system will be owned and maintained by a private entity, the project has direct and long-term benefit to our system reliability and a future PRPA virtual power plant.

CITY FINANCIAL IMPACTS

The cost to construct and operate the battery system will be under PRPA's budget. Other than staff time and other administrative expenses, there is no cost to the City associated with conveyance of the Lease.

City staff recommend that the Lease should be conveyed to Platte River for no monetary consideration because such transactions serve a bona fide public purpose.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The duties of the Energy Board include the duty to advise Council and staff regarding the recommendations for improvements to City Energy Systems. The Energy Board is not required to vote on this lease proposal. Platte River presented this plan to the Energy Board during the spring of 2025, and the Energy Board is supportive of the project.

Because the facility would be owned/operated by a public entity, it is eligible for a Site Plan Advisory Review (SPAR) under Article 6 of the Land Use Code. This process allows the Planning & Zoning Commission to conduct an advisory review rather than a full entitlement process, provided the proposal is consistent with the Comprehensive Plan and zoning. Even under SPAR, PRPA would need to submit a site development plan detailing the location, character, and extent of improvements. This includes site layout, access, utility connections, lighting, noise, and screening measures.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ordinance No.134, 2025

ORDINANCE NO. 134, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE CITY OF FORT COLLINS TO LEASE REAL PROPERTY ADJACENT TO THE OVERLAND ELECTRIC SUBSTATION TO PLATTE RIVER POWER AUTHORITY FOR A BATTERY STORAGE PROJECT

A. Platte River Power Authority ("PRPA") is an electric generation and transmission utility formed under Colorado law to supply the wholesale electric power and energy requirements of its four owner communities including the City of Fort Collins ("City"), the City of Longmont, the City of Loveland and the Town of Estes Park, Colorado.

B. PRPA desires to enter into a Site Lease Agreement ("Lease") regarding 27,351 square feet of real property at the Overland Substation site located at 401 South Overland Trail in Fort Collins from the City for the purpose of designing, developing, constructing, owning, operating, and maintaining a battery energy storage facility at the premises. This site is ideal for placing the battery equipment and integrating it with the existing electric utility infrastructure.

C. The Lease, which will require only a nominal annual rental payment by PRPA, allows PRPA to evaluate the feasibility of the project and, pending successful analysis, proceed with the installation and operation of a 5MW/20MWh utility-side system connected to the City's Light and Power distribution system. PRPA and the City's Light and Power utility are collaborating on this project as part of their commitment to a non-carbon future and a reliable electric grid and energy storage plays a crucial role in achieving those goals.

D. City Code Section 23-113(b) permits the City Council to "lease any and all interests in real property owned in the name of the City if the City Council first finds that the lease is in the best interests of the City. Such leases may be approved by the City Council by resolution unless the proposed term of the lease exceeds twenty (20) years, in which event the lease must be approved by the City Council by ordinance."

E. City Code Section 23-114 requires that "any sale, lease or other conveyance of property interests approved under 23-111(a) or (b) or § 23-113 above must be for an amount equal to or greater than the fair market value of such interest unless the City Council or City Manager, as applicable determines that such sale or lease serves a bona fide public purpose…"

F. City Code Section 23-114 establishes that: "a bona fide public purpose is established if the lease of real property for less than fair market value "(1) the use to which the property will be put promotes health, safety or general welfare and benefits a significant segment of the citizens of Fort Collins; (2) the use to which the property will be put supports one (1) or more of the City Council's goals, adopted policies, project or plans;

(3) the financial support provided by the City through the below-market disposition of the property will be leveraged with other funding or assistance; (4) the sale or lease will not result in any direct financial benefit to any private person or entity, expect to the extent such benefit is only an incidental consequence and is not substantial relative to the public purpose being served; and (5) selling or leasing the property for less than fair market rent will not interference with the current City projects, hinder workload schedules or divert resources needed for primary City functions or responsibilities."

G. This lease serves a bona fide public purpose because it promotes the public health, safety, and welfare of the residents of Fort Collins by providing for the storage of battery power to improve reliability and maximize renewable energy generation.

H. PRPA's use of the property at the Overland Substation site to store the battery also serves a bona fide public purpose because it supports the City Council's renewable energy goals and will benefit electric service reliability for the Fort Collins community.

I. In addition, the financial support provided by the City through this below-market lease serves a bona fide public purpose because it leverages grants and private sector investment to fund storage project infrastructure.

J. Further, this lease serves a bona fide public purpose because the lease will not result in any direct financial benefit to the PRPA except to the extent that the financial benefit of leasing the property for less than fair market value is incidental and is not substantial relative to the public purpose of increasing reliability and resiliency while mitigating cost impacts to the community by using battery to store energy for future use by PRPA's customers, which includes residents of the City of Fort Collins.

K. In addition, this site would not be useful or practical for much else than substation and power distribution related infrastructure expansion such as this Project. The site is not developable because of its proximity to the existing substation on the south and an irrigation canal on the north side.

L. The lease of the property by PRPA for less than fair market value also serves a bona fide public purpose because this lease will not interfere with current City projects, hinder workload schedules or divert resources needed for primary City functions or responsibilities and will further the City's economic health and environmental health goals.

M. City Code Section 23-111(b) requires that "With respect to real property which is a part of the City's water or utility systems, the City Council must also find that the disposition will not materially impair the viability of the particular utility system as a whole and that it will be for the benefit of the citizens of the City." Here, lease of the property will not impair the viability of electric utility and it will actually benefit the citizens

of the City by helping to ensure the reliability and resiliency of services provided by PRPA.

N. City Code Section 23-113(c) provides that "a lease approved by the City Council…" is "presumed to include the right of the tenant to sublease all or a portion of the leased property for a definite term of five (5) years or less with the written consent, and in the sole discretion, of the City Manager or the City Manager's designee, unless the terms of such lease further restrict, condition or prohibit subleasing." The lease agreement with PRPA includes a sublease.

O. City Code Section 23-111(e) establishes that "The Mayor is authorized to execute all leases, deeds and other instruments of conveyance. The City Council may also authorize the City Manager to execute such instruments of conveyance." The lease will be signed by the Mayor and will meet the requirements of City Code Section 23-112.

P. The City's Energy Board, which advises the City Council on policy matters pertaining to the municipal electric system, reviewed this lease proposal during its March 13, 2025, meeting and expressed its support for this project.

Q. Because PRPA, which is a public entity, will own and operate the facility, the facility will be eligible for Site Plan Advisory Review (SPAR) under Article 6 of the Land Use Code. This process will allow the Planning and Zoning Commission to conduct an advisory review after PRPA submits a site development plan detailing the location, character, and extent of the improvements under the lease.

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

Section 1. The City Council finds that the Site Lease Agreement to Platte River Power Authority is in the best interests of the City.

Section 2. The City Council find that the Site Lease Agreement to Platte River Power Authority will not materially impair the viability of the electric utility system as a whole and that it will be for the benefit of the citizens of the City.

Section 3. The City Council approves the Site Lease Agreement to Platte River Power Authority for up to thirty (30) years and authorizes the sublease as described in the sublease agreement.

Section 4. The City Council approves the Site Lease Agreement for a nominal amount and finds that the lease will serve a bona fide public purpose.

Section 5. The City Council authorizes the Mayor to sign the Site Lease Agreement, on behalf of the City, substantially in a form attached as Exhibit A that is now before the City Council, and approved by the City Attorney, for the premises, to the tenant, as well as any additional documents required to be signed in the course of leasing or subleasing the premises.

Introduced, considered favorably on first reading on August 19, 2025, and approved on second reading for final passage on September 2, 2025.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: September 12, 2025
Approving Attorney: Yvette Lewis-Molock

Exhibit: Exhibit A - Site Lease Agreement

EXHIBIT A TO ORDINANCE NO. 134, 2025

SITE LEASE AGREEMENT

This Site Lease Agreement ("**Lease Agreement**") dated as of _____, 2025 ("**Effective Date**") is made by and between Platte River Power Authority, a political subdivision of the State of Colorado ("**Primary Tenant**") with an address of 2000 E. Horsetooth Road, Fort Collins, CO 80525, and City of Fort Collins, a Colorado municipal corporation, with an address of 300 LaPorte Avenue, Fort Collins, Colorado (**Landlord**"). Each of Primary Tenant and Landlord are sometimes referred to individually as a "Party" and together as the "Parties."

Background

A. Landlord is a municipality and the owner of certain real property described in Exhibit A (the "**Property**").

B. Primary Tenant is an electric generation and transmission utility formed under Colorado statute to supply the wholesale electric power and energy requirements of its four owner communities: the City of Fort Collins, the City of Longmont, the City of Loveland and the Town of Estes Park, Colorado.

C. Primary Tenant wishes to lease a portion of the Property, as more particularly depicted on Exhibit B (the "**Premises**"), on the terms and subject to the conditions described herein for the express purpose of subleasing the Premises to Authorized Sublessee (described below) for the purpose of designing, developing, constructing, owning, operating, and maintaining a battery energy storage facility at the Premises (the "**Project**").

D. Landlord is willing to lease the Premises to Primary Tenant for the Project on the terms and subject to the conditions described herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the sufficiency of which is acknowledged by both Parties, the Parties agree:

1. Lease. Landlord hereby leases the Premises to Primary Tenant, and Primary Tenant hereby leases the Premises from Landlord, under the terms and conditions of this Lease Agreement.

2. Permitted Use. Primary Tenant may use the Premises for the Project and, more specifically, in accordance with Section 3 below, may sublease the Premises to an Authorized Sublessee to construct, install, operate, maintain, improve, repair, and replace the Project for purposes of charging, storing, and discharging electricity. Primary Tenant is permitted to license

subcontractors or agents to perform its obligations or exercise its rights under this Lease Agreement. Primary Tenant may not use the Premises for any purpose other than the Project.

3. Authorized Sublessee. Primary Tenant may sublease this Lease Agreement to Longmont Energy Storage LLC (the "**Authorized Sublessee**"), under the terms and conditions of the Site Sublease Agreement, attached as Exhibit C (the "**Sublease**"). In the event of such sublease to Authorized Sublessee, Sublessee shall have the rights, easements, and benefits assigned to Authorized Sublessee by Primary Tenant as set forth in the Sublease.

4. Access to the Premises. Landlord agrees to allow Primary Tenant access over and across the Property to construct, install, operate, maintain, improve, repair and replace the Project on the Premises and to otherwise access the Premises for the purposes described herein. Landlord will provide Primary Tenant with adequate space on the Property during the construction of the Project for the construction of the Project, including reasonable staging and laydown areas. Primary Tenant must comply (and in its Site Sublease Agreement with Authorized Sublessee, must require Authorized Sublessee to comply) with all laws, rules and regulations regarding use of the Property and the Premises in connection with the construction and operation of the Project, including any reasonable access protocols developed by Landlord governing access and entry into substations.

For the duration of this Lease, Landlord further hereby grants to Primary Tenant, and will execute such additional instruments as may be necessary or appropriate to fully vest in Primary Tenant, the following easements and related rights:

(a) An easement over the Property for ingress and egress for the purpose of siting, development, enhancement, relocation, installation, construction, operation, inspection, maintenance, replacement, repair, improvements and removal of the Project, including the right to construct such access roads as may be necessary or appropriate for such purposes.

(b) An easement over the Property to allow the Project to interconnect to the electrical grid.

(c) A landscaping easement on the Property for purposes of implementing such landscaping and screening requirements as may be required under the Project's applicable permits.

5. Construction of the Project. The installation and construction of the Project must be performed in a good and workmanlike manner and in compliance with all applicable agreements.

6. Interconnection. Primary Tenant, Authorized Sublessee, and Landlord will separately document any applicable interconnection agreements for the Project. Landlord will cooperate with Primary Tenant, the Authorized Sublessee if applicable, and any applicable utility and municipal and regulatory authorities in Primary Tenant's (or Authorized Sublessee's) pursuit of all permits, approvals and other authorizations that may be required for the development, construction,

interconnection and operation of the Project. The date at which the Project is energized and permitted to operate by the applicable utility will be the date of commissioning (the "**Commercial Operations Date**").

7. **Approvals and Permits.** Primary Tenant, and if the Sublease is executed, the Authorized Sublessee, must obtain all necessary approvals and permits required for the installation, construction and operation of the Project, and pay all permit fees required in connection with its activities under this Lease Agreement. Landlord will cooperate with Primary Tenant and if applicable the Authorized Sublessee to obtain all such approvals and permits; provided, however, that Landlord does not commit to grant any specific municipal permit as part of this Lease Agreement.

8. Vegetation and Structures. Landlord covenants that it will use its best efforts to not allow vegetation on the Property to grow in a manner or initiate or conduct any activities that could adversely affect the Project while this Lease Agreement remains in effect. Without limiting the foregoing, Landlord may not: (a) construct or permit to be constructed any structure; or (b) plant or allow to be planted any trees or other vegetation in each case, on the Premises or the Property that is owned by Landlord, that can reasonably be expected to decrease the output or efficiency of the Project.

9. **Non-Interference by Landlord.** Landlord and its representatives may not tamper with or undertake any maintenance or alterations to the Premises or the Project without the prior written permission of Primary Tenant, which may be withheld in Primary Tenant's sole discretion. Landlord will take reasonable measures so that its activities at the Property do not impede, interrupt or prevent the charging, storage, and discharging of electricity by the Project or damage or otherwise adversely impact the installation, operation and maintenance of the Project or Primary Tenant's performance under this Lease Agreement (or, if applicable, Authorized Sublessee's performance under the Site Sublease Agreement).

10. **Non-Interference by Primary Tenant.** Primary Tenant recognizes (and, in its Site Sublease Agreement with Authorized Sublessee, will require Authorized Sublessee to recognize) that the Premises is near or within a highly hazardous and tightly controlled electrical substation. Primary Tenant must cooperate (and in its Site Sublease Agreement with Authorized Sublessee, must require Authorized Sublessee to cooperate) in all respects with Landlord's activities near the Premises, and must immediately follow all directives, policies, or protocols issued by the Landlord for use of the Property and the Premises to allow the substation and Landlord's employees, agents, and contractors to operate safely and efficiently.

11. **Taxes.** Primary Tenant and Landlord are government entities. Both are therefore exempt from taxes and no taxes may be lawfully assessed against Primary Tenant or Landlord in connection with this Lease Agreement. Should any taxing authority seek to assess taxes against the Project, Authorized Sublessee will be wholly responsible for payment of any taxes.

12. **Term**. The initial term of this Lease Agreement begins on the Effective Date and terminates on the date that is twenty-two (22) years after the Effective Date, unless terminated earlier in accordance with the terms and conditions of this Lease Agreement (the "**Initial Term**"). At the option of Primary Tenant, the Term may be extended by one additional term of five (5) years (the "**Extension Term**"). Primary Tenant may exercise the renewal option for an Extension Term by providing Landlord with a written notice of renewal prior to the expiration of the then-current Term. The Initial Term together with any properly exercised Extension Term are referred to collectively herein as the "**Term**". In no case shall the Term, in addition to the Decommissioning period of Section 16, exceed thirty (30) years.

13. **Rent.** Primary Tenant will pay the Landlord a base annual lease payment in the amount of $10.00 ("Rent"), provided that, if any of the owner communities of City of Fort Collins, the City of Longmont, the City of Loveland and the Town of Estes Park, Colorado charge Primary Tenant a greater amount of Rent in their respective Lease Agreements for this or similar Projects, Landlord may choose to charge Primary Tenant a Rent no greater than the highest Rent charged by any other owner community, retroactive to the beginning of this Lease Agreement. Rent shall be due and payable within 30 days of the Effective Date of this Lease Agreement and every anniversary of the Effective Date thereafter for the duration of this Lease Agreement; except that retroactive Rent arising under the preceding sentence shall be due and payable within 30 days of the effective date of the lease agreement for such other owner communities.

14. **Premises Leased.** The Premises consists of the lease area described and depicted on Exhibit B hereto. Before the Commercial Operations Date, Primary Tenant may update or replace Exhibit B with the approval of Landlord, which approval will not be unreasonably conditioned or withheld provided that the location and configuration of the Premises is consistent with applicable law. Following construction of the Project and completion of an as-built survey of the Premises (the "As-Built Survey"), Primary Tenant and Landlord agree to promptly (within not more than ten business days after receipt of a final version) amend this Lease and any of the easements granted by Landlord in connection with the Project as necessary, attaching the As-Built Survey as the final Exhibit B to this Lease Agreement, setting forth the conclusive and definitive depiction of the Premises for the remainder of the Term. The Landlord authorizes its City Manager to execute such clarifying, non-substantive amendments.

15. **Ownership of the Project.** The Project is the personal property of Authorized Sublessee or Primary Tenant, as applicable, and does not and will not consist of fixtures, notwithstanding how the Project is, or may be, affixed to the Premises. Landlord may not permit the Project to become subject to any lien, security interest or encumbrance of any kind, and Landlord expressly disclaims and waives any rights it may have in the Project, at law or in equity. Authorized Sublessee must maintain the Project in a good state of repair and in compliance with this Lease, the Sublease, and any other agreements regarding the Project to which the Primary Tenant or Authorized Sublessee are parties. The Primary Tenant or Authorized Sublessee, as applicable, may

grant a security interest and collateral assignment in the Project for purposes of security to its lenders or investors in accordance with Attachment 1 attached hereto and incorporated herein by reference and Landlord shall provide any consent reasonably requested by any such lender or investor, consenting to such lender's and/or investor's security interest in the Project.

16. **Decommissioning**. Within six months after the expiration or earlier termination of the Term, Primary Tenant must ensure that Authorized Sublessee, or its successors and assigns, sever, disconnect, and remove the Project and all other Project-related equipment from the Premises and restoration of the Premises to as close to original condition as reasonably practicable ("**Decommissioning**"). Authorized Sublessee shall have the right to access the Premises during this sixth-month period for the purposes of Decommissioning.

17. **Title**. Landlord represents and covenants that Landlord owns the Premises and the Property in fee simple, free and clear of all liens, encumbrances, and restrictions of every kind and nature, except for those that currently appear in the recorded chain of title and are reported as exceptions on the commitment for title insurance. Landlord further represents and warrants that Landlord (a) has the right and authority to enter into this Lease, (b) has and will maintain good and marketable title to the Property, free and clear of any encumbrances that could reasonably be expected to have a material adverse effect on development of the Property for a battery energy storage facility, (c) will not enter into any lease, option to lease, purchase and sale agreement, option to purchase, or any other similar agreement at the Premises without the prior written consent of Primary Tenant, with such consent not to be unreasonably withheld, delayed or conditioned, during the Term, (d) is not a party to any, and to Landlord's best knowledge, there are no pending or threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever against Landlord (i) challenging the validity or propriety of this Lease Agreement, or transactions contemplated in this Lease Agreement or (ii) which could reasonably be expected to have a material adverse effect on the ownership or operation of the Property.

18. **Quiet Enjoyment**. Landlord covenants and agrees that Primary Tenant has the right to hold, occupy and enjoy the Premises for the Term of this Lease free from any claim of any entity or person of superior title thereto without hinderance to or interference with the Tenant's use and enjoyment thereof, provided it remains in compliance with obligations under this Lease Agreement.

19. **Environmental Matters**. Primary Tenant is not liable for any past or present contamination or pollution or breach of environmental laws, if any, relating to the Premises or the Property, unless attributable to Primary Tenant's activities, its employees, contractors or agents. If Primary Tenant encounters or becomes aware of any unknown hazardous material at the Premises, it must promptly cease any work in progress in an orderly, safe and efficient manner and inform Landlord of the nature and location of the hazardous material and make any reports required under applicable law. If the Landlord does not elect to eliminate or contain such Hazardous Materials in

a commercially reasonable manner in compliance with law to allow Primary Tenant, or if applicable the Authorized Sublessee, to continue or finalize any work in progress then Primary Tenant, or Authorized Sublessee as applicable, shall have the right, at its option, to terminate this Lease Agreement. If Primary Tenant or Authorized Sublessee terminates this Lease Agreement under this provision, Primary Tenant and Authorized Sublessee will be relieved of all further liability hereunder except for the Decommissioning obligations provided herein. Should any contamination be caused by the activities of Primary Tenant, Primary Tenant agrees to assume responsibility for any liability for response costs for any contamination or pollution or breach of environmental laws related to the Premises and the Property affected by the contamination, except that Landlord shall bear is proportionate share to the extent that such contamination is jointly caused, or exacerbated, by Landlord. Should any contamination be caused by Authorized Sublessee's activities, or those of its employees, contractors or agents, Primary Tenant shall hold Authorized Sublessee responsible for and require it to protect, indemnify and defend the Landlord and Primary Tenant against any liability for response costs for any contamination or pollution or breach of environmental laws, except that to the extent caused or exacerbated, by Landlord or Primary Tenant.

20. Government Approvals. Landlord acknowledges that Primary Tenant's, and if applicable the Authorized Sublessee's, ability to use the Property for the development of a Project is contingent upon obtaining all government and utility approvals. Landlord will cooperate with Primary Tenant or if applicable Authorized Sublessee in its effort to obtain such approvals, provided, however, that Landlord, as a governmental authority, does not commit to approve any application made to Landlord itself, but those applications will be resolved under their respective processes. Should Primary Tenant or Authorized Sublessee, as applicable, be unable to obtain all necessary approvals, or be unable to maintain such approvals due to changes in law, Landlord or Primary Tenant may terminate this Lease Agreement as outlined further in Section 21 below.

21. **Primary Tenant's Right to Terminate**. In addition to the termination provisions described in Section 25 (Revocation) and subject to Attachment 1, before the Commercial Operations Date, Primary Tenant may terminate this Lease Agreement by providing prior written notice to Landlord. On or after the Commercial Operations Date, Primary Tenant may terminate this Lease Agreement by providing at least six months' prior written notice to Landlord. In addition, after the Commercial Operations Date, Primary Tenant may terminate this Lease Agreement after giving not less than 30 days' prior written notice to Landlord, if:

(a) Any governmental agency denies a request by Primary Tenant or Authorized Sublessee, as applicable, for or revokes a permit, license, or approval that is required for Primary Tenant or Authorized Sublessee, as applicable, to construct or operate the Project and infrastructure on the Premises;

(b) Primary Tenant determines that technical problems which cannot reasonably be corrected preclude Primary Tenant or Authorized Sublessee, as applicable, from using the Premises for its intended purpose;

(c) Primary Tenant does not have acceptable and legally enforceable means of ingress and egress to and from the Premises;

(d) Utilities necessary for Primary Tenant's or if applicable Authorized Sublessee's use of the Premises are no longer available to the Premises; or

(e) The Premises or Project are damaged or destroyed to an extent that prohibits or materially interferes with Primary Tenant's or if applicable Authorized Sublessee's use of the Premises.

If Primary Tenant terminates this Lease under this provision, Primary Tenant will be relieved of all further liability accruing hereunder on or after the date of termination except Decommissioning, as provided herein. Should Primary Tenant terminate in accordance with this Section 21, Primary Tenant must ensure that the Authorized Sublessee Decommissions the Project in accordance with Section 16 above.

22. **Assignment.** This Lease Agreement and the rights and obligations of either Party may be assigned only as described in this Agreement, the Site Sublease Agreement, and Attachment 1 to this Lease Agreement. Any other assignment without prior written permission of Landlord will be a breach of this Lease Agreement. In its Master Services Agreement with the Authorized Sublessee, Primary Tenant shall include a right of first refusal for Primary Tenant to purchase the Project from the Authorized Sublessee prior to any sale of the Project to a third-party in an arm's-length transaction that requires assignment of the Lease. For clarity, Primary Tenant's right of first refusal will not apply to any assignment to an affiliate of Authorized Sublessee, to any financing party (including a Tax-Equity Financing Party), assignment in connection with any financing transaction (whether in the form of a sale and leaseback or otherwise), or to any foreclosure as described in Attachment 1.

23. **Liability for Injury and Damage.** Landlord and Primary Tenant are governmental entities in the state of Colorado. To the extent permitted by applicable law, Primary Tenant is responsible for any claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred, as a result of its actions or omissions in connection with the performance of this Lease Agreement. To the extent permitted by applicable law, Landlord is responsible for any claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred, as a result of its actions or omissions in connection with the performance of this Lease Agreement.

24. Insurance. Before Construction Commencement, Primary Tenant and Authorized Sublessee must obtain and provide evidence of the insurance coverages specified below.

A. Commercial General Liability: Including bodily injury, property damage, products and completed operations, personal and advertising injury with limits of $1,000,000 per occurrence and $2,000,000 annual aggregate limit;

B. Automobile Liability: All motor vehicles, including Hired and Non-Owned, used in connection with the Agreement; $1,000,000 combined single limit per accident;

C. Workers' Compensation: As required per the state law including Employer's Liability E.L. $500,000 per accident and $500,000 per employee, and $500,000 caused by disease; and

D. Umbrella Liability excess of General Liability, Auto Liability and Employer's Liability for $5,000,000 Each Occurrence/Aggregate.

Primary Tenant and Authorized Sublessee must provide the Landlord with certificates of insurance naming the Landlord as an additional insured and evidencing the procurement of insurance contemplated in this Section including endorsements, as required.

25. Revocation. In the event of a default in the terms of this Lease Agreement by either Landlord or Primary Tenant, the other Party may terminate this Lease Agreement. Events that constitute a default under this Lease Agreement include: a Party's failure to perform or comply with any material provision of this Lease Agreement; an unauthorized assignment, a Party's insolvency or inability to pay debts as they mature, or (subject to Attachment 1) an assignment for the benefit of creditors; or if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a Party.

Neither Party will be in default under this Lease Agreement unless and until it has been given written notice of a breach of this Lease Agreement by the other Party and fails to cure such breach within thirty (30) days after receipt of such notice. When a breach cannot reasonably be cured within such thirty (30) day period, the time for curing may be extended by agreement of the Parties, not to be unreasonably withheld, for such time as may be reasonably necessary to complete the cure, provided that the defaulting Party is making good-faith efforts to cure such breach with due diligence.

Notwithstanding anything to the contrary in this Lease Agreement, Landlord may terminate this Lease Agreement if onsite Project construction has not actually substantially begun within five (5) years of the Effective Date; provided, however, that Landlord may not cause this deadline to lapse by delays in approval of any required permit or authorization.

26. Damage to Project. If, at any time during the Term, the Project is substantially damaged or destroyed and rendered inoperable by fire or other occurrence of any kind, Primary Tenant must cause Authorized Sublessee to, at its sole cost and expense either (a) promptly repair or replace the Project, or (b) elect to terminate this Sublease Agreement, in which case Primary Tenant must require Authorized Sublessee to Decommission the Project, as required by this Lease and in accordance with any other agreements to which the Landlord or Primary Tenant are parties.

27. Terminate in Event of Governmental Shutdown. If a governmental authority decrees, orders or demands that operation of the Project cease or that the Project must be removed from the

Premises, for reasons unrelated to any default, violation or breach by Primary Tenant or Authorized Sublessee of any applicable law, permit or consent, Primary Tenant or Authorized Sublessee may terminate this Lease Agreement without penalty to either Party upon delivery to Landlord of thirty (30) days' prior written notice, in which case Primary Tenant must ensure that Authorized Sublessee must Decommission the Project.

28. Force Majeure. In the event of a Force Majeure Event (as defined below), Primary Tenant is relieved from any Rent payments and any other obligations under this Lease Agreement during the period that the Force Majeure Event exists and is continuing. Subject to Attachment 1, if the Force Majeure Event lasts for more than ninety (90) consecutive days or more than one hundred twenty (120) days in any three hundred and sixty five (365) day period, Primary Tenant may terminate this Lease Agreement by delivery to Landlord of a written notice of termination. "**Force Majeure Event**" means any act, event, cause or condition that prevents Primary Tenant from performing its obligations and is beyond Primary Tenant's reasonable control.

A Force Majeure Event may include, but is not limited to the following: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; pandemic; the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming a Force Majeure Event to have exercised reasonable diligence); and failure of equipment not used by or under the control of the party claiming a Force Majeure Event.

Notwithstanding the occurrence of a Force Majeure Event or the termination of this Lease Agreement by Primary Tenant in connection with a Force Majeure Event, Authorized Sublessee's obligation to Decommission the Project will survive, provided that the period for performance of such obligation may be delayed until such time as it becomes reasonably possible to do so.

29. Miscellaneous provisions.

(a) Applicable Law. This Lease Agreement will be interpreted and governed by the laws of the State of Colorado, and venue will be in the state and federal courts of Larimer County, Colorado.

(b) Rules of Interpretation. Titles and headings are included in this Lease Agreement for convenience only, and will not be used for the purpose of construing and interpreting this Lease Agreement. Words in the singular also include the plural and vice versa where the context requires.

(c) Severability. If any provisions of this Lease Agreement are held to be unenforceable or invalid by any court or regulatory agency of competent jurisdiction, the validity and enforceability of the remaining provisions will remain in force.

(d) Entire Agreement; Amendments and Waivers. This Lease Agreement constitutes the entire agreement between the Parties relating to the lease of real property for the Project and supersedes the terms of any previous agreements or understandings, oral or written. Any waiver or amendment of this Lease Agreement must be in writing signed by the Parties. A Party's waiver of any breach or failure to enforce any of the terms of this Lease Agreement will not affect or waive that Party's right to enforce any other term of this Lease Agreement.

(e) Further Assurances. Either Party shall execute and deliver instruments and assurances and do all things reasonably necessary and proper to carry out the terms of this Lease Agreement if the request from the other Party is reasonable.

(f) Recordation. This Lease Agreement will not be recorded. However, the Parties agree that a memorandum of this Lease Agreement shall be recorded in the local land records pursuant to applicable state law or applicable state authority, substantially in the form attached hereto as Exhibit D.

(g) Governmental Immunity. Nothing in this Lease Agreement waives any immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq., or of any other defenses, immunities, and limitations of liability available by law or in equity to Landlord or Primary Tenant.

30. Representations and Warranties.

(a) The Landlord represents and warrants to Primary Tenant as follows:

i. Right, Power and Authority. It has full right, power and authority to enter into this Lease Agreement and there is nothing, which would prevent it from performing its obligations under the terms and conditions imposed on it by this Lease Agreement.

ii. Binding Obligation. This Lease Agreement has been duly authorized by all necessary action of Landlord, and constitutes a valid and binding obligation on the Landlord, enforceable in accordance with its terms.

iii. Performance. To the knowledge of Landlord, no fact or circumstance exists that will have, or is reasonably likely to have, a material adverse effect upon the Landlord's ability to perform its obligations under this Lease Agreement.

iv. Information. To the knowledge of Landlord, the information provided to Primary Tenant in this Lease Agreement is true and accurate in all material respects.

(b) Primary Tenant hereby represents and warrants to the Landlord as follows:

i. Right, Power and Authority. It has full right, power and authority to enter into this Lease Agreement and there is nothing which would prevent it from performing its obligations under the terms and conditions imposed on it by this Lease Agreement.

ii. Binding Obligation. This Lease Agreement has been duly authorized by all necessary action of Primary Tenant, and constitutes a valid and binding obligation on Primary Tenant, enforceable in accordance with its terms.

iii. Performance. To the knowledge of Primary Tenant, no fact or circumstance exists that will have, or is reasonably likely to have, a material adverse effect upon Primary Tenant's ability to perform its obligations under this Lease Agreement.

iv. Information. To the knowledge of Primary Tenant, the information provided to the Landlord in this Lease Agreement is true and accurate in all material respects.

31. **Notices**. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Lease Agreement must be in writing, signed by the notifying Party, or officer, agent, or attorney of the notifying Party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by electronic mail, messenger, overnight courier service or overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Landlord: City of Fort Collins
300 LaPorte Avenue
Fort Collins, Colorado 80526

To Primary Tenant: Platte River Power Authority
2000 E. Horsetooth Road
Fort Collins, CO 80526
hammittj@prpa.org

The address to which any notice, demand, or other writing may be delivered to either Party as above provided may be changed by written notice given by such Party as above provided.

32. Counterparts. This Lease Agreement may be executed in counterparts, which, when taken together constitute a single instrument.

[*Remainder of Page Intentionally Left Blank; Signature Page Follows*]

EXHIBIT A TO ORDINANCE NO. 134, 2025

Lease Agreement – Signature Page

IN WITNESS WHEREOF, the Parties, as evidenced by the signatures of their Duly Authorized Agents, do hereby execute this Lease Agreement the date first set forth above.

THE CITY OF FORT COLLINS, COLORADO, a Colorado municipal corporation

Date: _____ By:_____
Jeni Arndt, Mayor

STATE OF COLORADO)
) ss
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by Jeni Arndt as Mayor of the City of Fort Collins.

Witness my hand and official seal.

My Commission expires: _____

_____
Notary Public

ATTEST:

_____
City Clerk
Printed Name: _____

APPROVED AS TO FORM:

_____
Assistant City Attorney
Name: _____

EXHIBIT A TO ORDINANCE NO. 134, 2025

Lease Agreement – Signature Page Cont'd

PRIMARY TENANT:

[INSERT]

By: _____
Name:
Title: Duly Authorized Agent
STATE OF COLORADO
COUNTY OF _____

On this day of _____, 2025, _____, duly authorized agent of _____ personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed and the free act and deed of _____.

Before me,_____
Notary Public:
Commission Expires:
License #:

ATTACHMENT 1

Grant of Lender-Related and other Step-In Rights

This Grant of Lender-Related and other Step-in Rights is attached and incorporated into that certain Site Lease Agreement between Primary Tenant and Landlord dated ____, 2025. Primary Tenant and Landlord agree that Landlord will grant Primary Tenant and the Authorized Sublessee through its Site Sublease Agreement (the "**Sublease**") the rights set forth herein.

Nothing in this Lease Agreement, including in this Attachment 1, is intended to change the relationship between Platte River Power Authority and Landlord as described in the Organic Contract and applicable Power Supply Agreement. Primary Tenant does not intend to exercise these rights on its own behalf or on behalf of any third party or Leasehold Mortgagee (as the term is defined below).

a. Authorized Sublessee shall have the right at any time and from time to time, without Primary Tenant's or Landlord's prior written consent or approval (but with prior written notice to Landlord and Primary Tenant) to: (i) assign, encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument), or otherwise transfer all or any portion of its right, title or interest under the Sublease to its Lender(s) (as such term is defined below), as security for the repayment of any indebtedness and/or the performance of any obligation owed by Authorized Sublessee to such Lender(s); and (ii) mortgage its leasehold interest hereunder and/or collaterally assign its interest in the Sublease and in any monies due under the Sublease in connection with obtaining financing from any Lender(s) for the Project and all appurtenances thereto (including the interconnection facilities and the transmission facilities and improvements), or otherwise encumber and grant security interests in all or any part of its interest in the Sublease, the Premises, the Project, interconnection facilities or transmission facilities (holders of these various security interests are referred to as "**Leasehold Mortgagees**").

b. Following an event of default under any financing documents relating to the Project and all appurtenances thereto (including the interconnection facilities and the transmission facilities and improvements), any Lender or Leasehold Mortgagee may (but shall not be obligated to) assume, or cause their designees to assume, all of the interests, rights and obligations of Authorized Sublessee thereafter arising under the Sublease. Any Leasehold Mortgagee that has succeeded to Authorized Sublessee's interests under the Sublease in accordance with the provisions of this Section shall also have the right, without Landlord's prior written consent or approval (but with prior written notice to Landlord), to assign or sublet the whole or any portion or portions of its interest in the Sublease, the Premises, the Project and all appurtenances thereto (including the interconnection facilities and the transmission facilities and improvements) for the uses permitted under the Sublease, to one (1) or more Creditworthy persons or entities (each, an "**Assignee**"). As used herein, "**Creditworthy**" shall mean an entity which has a Credit Rating of (a) "Baa3" or higher by Moody's, and (b) "BBB-" or higher by S&P. Following any such sale, conveyance, lease, assignment or sublet, the term "**Authorized Sublessee**" shall be deemed to

include each "**Assignee**" then holding Authorized Sublessee's interest (or portion thereof) in the Sublease. However, no Lender, Leasehold Mortgagee or Assignee shall by virtue of Authorized Sublessee's conveyance to it or its assumption or interests, rights and obligations of Authorized Sublessee arising under the Sublease acquire any greater interest in the Premises (including any easements created in the Sublease) or any other rights than Authorized Sublessee then has under the Sublease. Any such Lender, Leasehold Mortgagee, or Assignee shall be subject to Landlord's Municipal Code and any and all of Landlord's security and access protocols.

c. As used herein, the term "**Lender**" means any financial institution or other entity or person (including a Leasehold Mortgagee) that from time to time provides debt or equity financing for some or all of Authorized Sublessee's Project, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns. References to Authorized Sublessee in the Sublease shall be deemed to include any entity or person that succeeds (whether by assignment or otherwise) to all of the then-Authorized Sublessee's then-existing right, title and interest under the Sublease in accordance with the provisions of this Section.

d. If the rights and interests of Authorized Sublessee in the Sublease are assigned in accordance with this Section (which requires the assuming party to agree in writing to be bound by, and to assume, the terms and conditions hereof and any and all obligations to Landlord arising or accruing hereunder from and after the date of such assumption), Authorized Sublessee shall be released and discharged from the terms and conditions hereof (but not from the terms and conditions of any other agreements) and each such obligation hereunder from and after such date, and Landlord shall continue the Sublease with the assuming party as if such person had been named as Authorized Sublessee under the Sublease, provided, however, that the assuming party is Creditworthy.

e. Landlord agrees to enter into a commercially reasonable non-disturbance consent and recognition agreement (an "**NDA**") by and among any Lender(s) or Leasehold Mortgagee(s), Landlord, and Authorized Sublessee which shall include, without limitation, consent by Landlord to the Authorized Sublessee's collateral assignment of the Sublease and Authorized Sublessee's leasehold interest hereunder, cure rights and step in rights in favor of the Lender or Leasehold Mortgagees.

f. Any Lender or Leasehold Mortgagee or Assignee who acquires Authorized Sublessee's leasehold interest pursuant to foreclosure or assignment in lieu of foreclosure that does not directly hold an interest in the Sublease, or that holds an interest, lien or security interest in the Sublease solely for security purposes, shall have no obligation or liability under the Sublease for obligations arising prior to the time such Lender, Leasehold Mortgagee or Assignee directly holds an interest in the Sublease, or succeeds to title to such interest, or to the Sublease, except for any past due Rent, which shall become immediately due and payable upon such Lender, Leasehold Mortgagee or Assignee's assumption of interest in the Sublease. With the exception of such past

due Rent, any such Lender, Leasehold Mortgagee or Assignee shall be liable to perform obligations under the Sublease only for and during the period it directly holds such interest or title.

g. Within thirty (30) days after written request therefor, Landlord shall execute such estoppel certificates (certifying as to such truthful matters as Authorized Sublessee, Lender(s), Assignee(s) or Leasehold Mortgagee(s) may reasonably request, including that no default then exists under the Sublease, if such be the case, and that the Sublease remains in full force and effect), commercially reasonable consents to assignment and non-disturbance agreements as Authorized Sublessee or any Lender, Leasehold Mortgagee or Assignee may request from time to time, it being intended that any such estoppel certificates, consents to assignment and the like may be relied upon by any Lender(s), Leasehold Mortgagee(s) or Assignee(s) or prospective Lender(s), Leasehold Mortgagee(s), or Assignee(s), or any prospective and/or subsequent purchaser or transferee of all or a part of Authorized Sublessee's interest in the Premises, any easements granted hereunder, the interconnection facilities and/or transmission facilities and/or the Project.

h. The provisions of this Attachment 1 are for the benefit of any Lender(s), Leasehold Mortgagee(s) and Assignee(s), as well as the Parties hereto, and shall be enforceable by any such Lender(s), Leasehold Mortgagee(s) and Assignee(s) as express third-party beneficiaries hereof. Landlord hereby agrees that no Lender, Leasehold Mortgagee or Assignee, nor any entity or person for whom they may act, shall be obligated to perform any obligation or be deemed to incur any liability or obligation provided in the Sublease on the part of Authorized Sublessee or shall have any obligation or liability to Landlord with respect to the Sublease except to the extent any of them becomes a party hereto pursuant to this Attachment 1 or through the exercise of its rights or remedies and the written assumption of the Sublease or the easements granted hereunder. Any exercise by any Lender, Leasehold Mortgagee or Assignee of any rights and remedies hereunder shall be subject to all rights, defenses and remedies available to Landlord, in each case subject to the terms of any NDA entered into between or among any Lender(s), Leasehold Mortgagee(s) and Assignee(s) and Landlord.

i. A Lender, Leasehold Mortgagee or Assignee shall have the right: (a) to enforce its lien and acquire title to Authorized Sublessee's leasehold estate and easement rights by any lawful means; (b) to take possession of and operate the Premises or any portion thereof, in accordance with the terms of the Sublease and to perform all obligations to be performed by Authorized Sublessee under the Sublease, or to cause a receiver to be appointed to do so; and (c) to acquire such leasehold estate and easement rights by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer such leasehold estate to a third party.

j. To prevent termination of the Sublease or any partial interest in the Sublease, each Lender, Leasehold Mortgagee or Assignee shall have the right, but not the obligation, at any time prior to termination of the Sublease, to perform any act necessary to cure any default and to prevent the termination of the Sublease or any partial interest in the Sublease. As a precondition to exercising any rights or remedies as a result of any alleged default by Authorized Sublessee, Landlord or Primary Tenant shall give written notice of such default to each Lender, Leasehold

Mortgagee or Assignee previously disclosed by Authorized Sublessee, concurrently with delivery of notice to Authorized Sublessee, specifying in detail the alleged event of default and the required remedy. Authorized Sublessee, Lender, and Leasehold Mortgagee agree that no such notice may be used by Authorized Sublessee, Lender, and Leasehold Mortgagee (or any party claiming by or through those parties) as a basis for a civil claim against Landlord or Primary Tenant for defamation, libel, slander, false light, or similar causes of action. Each such Lender, Leasehold Mortgagee or Assignee shall have the same amount of time to cure the default as to Authorized Sublessee's interest in the Sublease as is given to Authorized Sublessee. The cure period for each Lender, Leasehold Mortgagee or Assignee shall begin to run at the end of the cure period given to Authorized Sublessee in the Sublease; provided, however, that in no case will the cure periods permit the Lease or Sublease to extend beyond thirty (30) years from the Effective Date.

k. If any default by Authorized Sublessee under the Sublease cannot be cured without the Lender, Leasehold Mortgagee or Assignee obtaining possession of all or part of the Premises and/or all or part of the Project and/or all or part of Authorized Sublessee's interest in the Sublease, then any such default shall be deemed remedied if: (i) during the cure period for Lender, Leasehold Mortgagee or Assignee pursuant to Subsection j above, either Lender, Leasehold Mortgagee or Assignee shall have acquired possession of all or part of the Premises and/or all or part of the Project and/or all or part of such interest in the Sublease, or shall have commenced appropriate judicial or non-judicial proceedings to obtain the same; (ii) the Lender, Leasehold Mortgagee or Assignee, as the case may be, shall be in the process of diligently prosecuting any such proceedings to completion, the completion of which must occur no later than three (3) years after receiving notice from Landlord or Primary Tenant; and (iii) after gaining possession of all or part of the Premises and/or all or part of the Project and/or all or part of such interest in the Sublease, the Lender, Leasehold Mortgagee or Assignee performs all other obligations as and when the same are due in accordance with the terms of the Sublease, but only for the period attributable to its possession of the Premises, provided, however, that the Lender, Leasehold Mortgagee or Assignee shall pay the Rent and perform all the other obligations of Authorized Sublessee hereunder as of the date that Landlord could have terminated the Sublease for an event of default. If a Lender, Leasehold Mortgagee or Assignee is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction over any bankruptcy or insolvency proceeding involving Authorized Sublessee or any defaulting Assignee, as the case may be, from commencing or prosecuting the proceedings described above, the time period specified in subsection k above for commencing such proceeding shall be extended for the period of such prohibition. Notwithstanding any other provision of the Lease Agreement, the Lender, Leasehold Mortgagee or Assignee, as the case may be, must complete the prosecution of any such proceedings to completion no later than five (5) years after first receiving notice of default from Landlord or Primary Tenant, and in no case will the total time for proceedings allow the Lease or Sublease to extend beyond thirty (30) years from the Effective Date.

During any period of possession of the Premises by a Lender, Leasehold Mortgagee or Assignee and/or during the pendency of any foreclosure proceedings instituted by a Lender, Leasehold Mortgagee or Assignee, the Lender, Leasehold Mortgagee or Assignee shall pay or cause to be

paid the fees, Rent and all other monetary charges payable by Authorized Sublessee under the Sublease which have accrued and are unpaid at the commencement of such period and those which accrue thereafter during such period. Following acquisition of Authorized Sublessee's leasehold estate by the Lender, Leasehold Mortgagee or Assignee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale (all of which are included in the term "Assignee"), the Sublease shall continue in full force and effect and the Lender, Leasehold Mortgagee or Assignee shall, as promptly as reasonably possible (but in no case longer than one hundred twenty (120) days after Landlord or Primary Tenant's written notice), commence the cure of all defaults under the Sublease and thereafter diligently process such cure to completion, and upon such completion of the cure of all defaults under the Lease Landlord's right to terminate the Sublease based upon such defaults shall be deemed waived; provided, however, that the Lender, Leasehold Mortgagee or Assignee or such party acquiring title to Authorized Sublessee's leasehold estate shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("**Non-curable defaults**"). Non-curable defaults shall be deemed waived by Landlord upon completion of foreclosure proceedings or acquisition of Authorized Sublessee's interest in the Sublease by such party. For purposes of clarity, although Non-curable defaults are waived, the party acquiring the Authorized Sublessee's estate shall be obligated to bring the Sublease into current compliance. By way of example, Authorized Sublessee failure to maintain insurance is a Non-curable default and the party acquiring the Authorized Sublessee's estate shall immediately obtain insurance in accordance with the requirements of the Sublease.

l. Any Lender, Leasehold Mortgagee or Assignee who acquires Authorized Sublessee's leasehold interest, pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Authorized Sublessee by the Sublease incurred or accruing after the Lender, Leasehold Mortgagee or Assignee no longer has ownership of the leasehold estate or possession of the Premises. Neither the bankruptcy nor the insolvency of Authorized Sublessee shall be grounds for terminating the Sublease as long as all Rent and all other monetary charges payable by Authorized Sublessee under the Sublease are promptly paid by the Lender, Leasehold Mortgagee or Assignee in accordance with the terms of the Sublease. The acceptance of Rent by Landlord shall not be deemed a waiver of any other rights or remedy it may have under the Lease at law or in equity.

m. If the Sublease terminates for any reason, including because of Authorized Sublessee's default or if the leasehold estate is foreclosed, or if the Sublease is rejected or disaffirmed pursuant to applicable bankruptcy law or other applicable requirements affecting creditor's rights and, within ninety (90) days after such event, Authorized Sublessee or any Lender, Leasehold Mortgagee or Assignee shall have arranged to the satisfaction of Landlord for the payment of Rent, fees and other charges due and payable by Authorized Sublessee as of the date of such event, then Landlord shall execute and deliver to such Lender, Leasehold Mortgagee or Assignee or designee, as the case may be, a new lease to the Premises which (a) shall be for a term equal to the remainder of the Term; (b) shall contain the same covenants, agreements, terms, provisions and limitations as the Sublease (except as otherwise provided in this Section and for

any requirements that have been fulfilled by Authorized Sublessee or any Lender, Leasehold Mortgagee or Assignee prior to rejection or termination of the Sublease); and (c) shall include that portion of the Project in which Authorized Sublessee had an interest on the date of rejection or termination. A Lender, Leasehold Mortgagee or Assignee shall pay all of Landlord's reasonable legal fees associated with a new lease of the Premises.

n. Intentionally omitted

o. If more than one (1) Lender, Leasehold Mortgagee or Assignee makes a written request for a new lease pursuant to this provision, the new lease shall be delivered to the Lender, Leasehold Mortgagee or Assignee requesting such new lease whose mortgage or assignment of the Sublease or the Authorized Sublessee's leasehold interest hereunder is prior in lien, and the written request of any other Lender, Leasehold Mortgagee or Assignee whose lien is subordinate shall be void and of no further force or effect. This Section (o) is for notification purposes only.

p. The provisions of this Attachment 1 shall survive the termination, rejection or disaffirmation of the Sublease and shall continue in full force and effect thereafter to the same extent as if this Attachment 1 was a separate and independent contract made by and among Landlord, Primary Tenant, Authorized Sublessee and each Lender, Leasehold Mortgagee or Assignee, and, from the effective date of such termination, rejection or disaffirmation of the Sublease to the date of execution and delivery of such new lease, such Lender, Leasehold Mortgagee or Assignee may use and enjoy said Premises in accordance with the terms of such new lease, provided that all of the conditions for a new lease as set forth above are complied with, and with the understanding that such new lease will grant such Lender, Leasehold Mortgagee or Assignee only those rights as set forth in the original Site Lease Agreement between Landlord and Primary Tenant.

q. Landlord, Primary Tenant, and Authorized Sublessee agree that so long as there exists an unpaid Leasehold Mortgage or loan or other financing held by a Lender that is secured by Authorized Sublessee's grant of a security interest in the Premises, the Sublease, the Project or any other Improvement, then (i) neither the Lease or the Sublease, as applicable, shall be modified or amended without the written consent of Lender, Leasehold Mortgagee or Assignee, as applicable, and (ii) neither Landlord or Primary Tenant shall accept surrender of any part of the Premises or the Lease or Sublease.

r. If the Authorized Sublessee is in default of the Sublease and such default is not cured after the expiration of all notice and cure periods set forth in the Sublease and Lender, Leasehold Mortgagee, and Assignee have not exercised their cure rights set forth in this Attachment 1, then Primary Tenant may terminate the Sublease by providing written notice to Authorized Sublessee without the consent of Lender, Leasehold Mortgagee, or Assignee.

Exhibit A

Legal Description of Landlord's Property
Overland Substation Site- Fort Collins

Exhibit B

Depiction of Leased Premises

Overland Substation Site – 401 S. Overland Trail

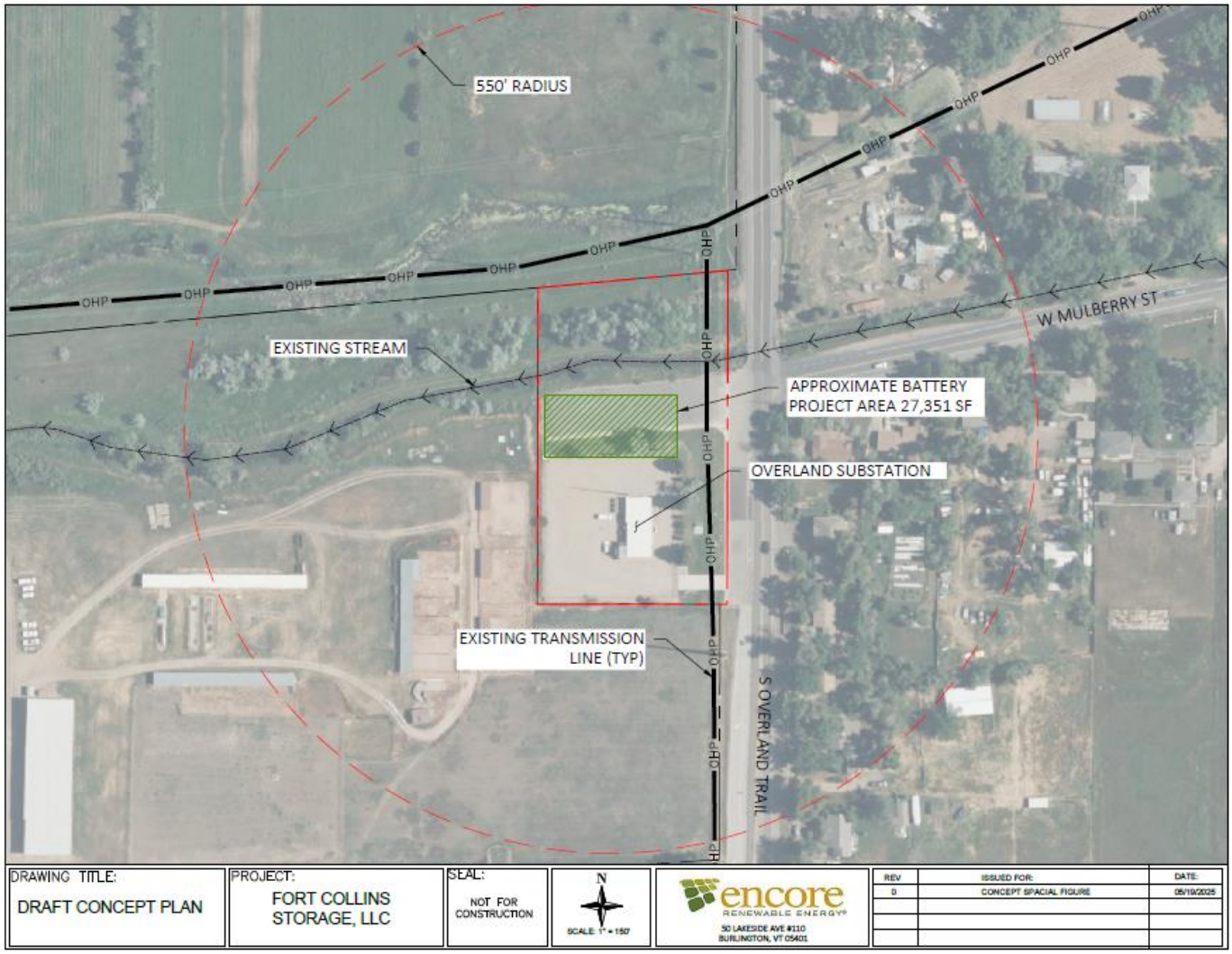


Exhibit D to Lease Agreement and Sublease Agreement

MEMORANDUM OF LEASE

KNOW ALL PERSONS BY THESE PRESENTS that a certain Site Lease Agreement (the "Lease") was entered into on the ___ day of _____, 2025, by and between _____, a _____ limited liability company (the "Tenant") and _____, (the "Landlord").

1. Names of the Parties to the Lease. The names of the parties to the Lease, as set forth in the Lease, are _____, as tenant, and _____, as landlord.

2. Addresses. The addresses set forth in the Lease as those of the parties are as follows:

Landlord: City of Fort Collins
Fort Collins, CO

Tenant: Platte River Power Authority
2000 E. Horsetooth Road
Fort Collins, CO 80525

3. Date of Execution. The date of the execution of the Lease is _____, 202__.

4. Term of Lease. The initial term of the Lease commences on the ____ day of _____, 2025 and continues for twenty-two (22) years following the Effective Date. The Lease may be extended for one (1) additional five (5) year term at the option of the Tenant.

5. Property Affected by the Lease. The leased property, as set forth in the Lease, is set forth on Exhibit A attached hereto.

6. Right of Purchase or First Refusal. There is no purchase right or right of first refusal granted in the Lease or otherwise held by the Tenant.

7. Restrictions on Assignment. The Lease and the rights and obligations of either party may be assigned in accordance with the terms of the Lease so long as any assignee assumes all rights, duties and obligations of the assigning party.

8. Location of Original Lease. The original signed copy of the Lease will be maintained at the principal office of the Tenant.

9. Conflict With Lease. The provisions of this Memorandum should not be used in interpreting the Lease, and in the event of any conflict between this Memorandum and the Lease, the terms of the Lease control in all respects.

10. Use. Tenant may not construct or erect any structure or building on the Premises, if the use or useful occupancy of that structure or building will require the installation of or connection to a potable water supply or wastewater system, without first complying with the applicable rules and obtaining any required permit.

11. Miscellaneous. All capitalized terms not defined herein have the meaning set forth in the Lease. This Memorandum is governed by the laws of Colorado. This Memorandum may be executed in counterparts which, when taken together, constitute a single instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

THIS MEMORANDUM OF LEASE is executed as of the date first set forth above by the undersigned parties thereto.

THE CITY OF FORT COLLINS, COLORADO, a Colorado municipal corporation

Date: _____ By:_____
City of Fort Collins
Jeni Arndt, Mayor

STATE OF COLORADO)
) ss
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by Jeni Arndt as Mayor of the City of Fort Collins.

Witness my hand and official seal.

My Commission expires: _____

_____
Notary Public

ATTEST:

_____
City Clerk
Printed Name: _____

APPROVED AS TO FORM:

_____
Assistant City Attorney
Name: _____

Memorandum of Lease – Signature Page Cont'd

TENANT:

[INSERT], LLC

By: _____
Name:
Title: Duly Authorized Agent

STATE OF COLORADO
COUNTY OF _____

On this day of _____, 2025, _____, duly authorized agent of _____ personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed and the free act and deed of _____.

Before me,_____
Notary Public:
Commission Expires:
License #:

Exhibit A to Memorandum of Lease

Property Leased

Overland Substation, Fort Collins

File Attachments for Item:

18. First Reading of Ordinance No. 135, 2025, Authorizing the Acquisition by Eminent Domain Proceedings of Certain Lands Necessary to Construct Cordova Road – North of Duff Drive.

The purpose of this item is to authorize the use of eminent domain to acquire right-of-way needed for constructing the Cordova Road – North of Duff Drive project (Project).

August 19, 2025

AGENDA ITEM SUMMARY
City Council

STAFF

Marc Virata, Project Manager
Dana Hornkohl, Capital Projects Manager
Ralph Campano, Real Estate Manager

SUBJECT

First Reading of Ordinance No. 135, 2025, Authorizing the Acquisition by Eminent Domain Proceedings of Certain Lands Necessary to Construct Cordova Road – North of Duff Drive.

EXECUTIVE SUMMARY

The purpose of this item is to authorize the use of eminent domain to acquire right-of-way needed for constructing the Cordova Road – North of Duff Drive project (Project).

STAFF RECOMMENDATION

Staff recommend adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

Cordova Road is an existing roadway from the roundabout at Lincoln Avenue to Duff Drive, built by the Capstone Cottage development in 2017. The Master Street Plan (adopted November 21, 2023) shows Cordova Road extending northeast from Duff Drive, turning southeast, and eventually connecting to the existing section of International Boulevard. This extension will provide alternative ingress/egress to several neighborhoods and schools in the area. The Project seeks to acquire a section of the right-of-way necessary to ensure construction of Cordova Road, north of Duff Drive. (Attachment 1)

The Landing at Lemay Project Development Plan (PDP) directly north of Capstone Cottages, was approved at Planning Commission on September 21, 2023, and depicted the developer's dedication and construction of Cordova Road from Duff Drive to Link Lane. After Planning Commission approval and prior to entitlement, the developer informed the City that they were unable to acquire property intended for the Cordova Road dedication to the City. The site address of the property in question is 1292 East Lincoln Avenue, Parcel No. 8707200015, per Larimer County records.

Via their development agreement, the Landing at Lemay developer agreed to provide the City with $500,000 towards securing the property identified for Cordova Road right-of-way. If the City is successful in acquiring the property while the Landing at Lemay is under construction, the developer will construct Cordova Road. If the City is not successful in acquiring the property in this timeframe, the developer has made an additional $226,564 payment-in-lieu (PIL) for the local portion of Cordova Road associated with the dedication property between Duff Drive and Link Lane. This PIL will be returned to the developer if the property is acquired within the established timeframe. Council appropriated the developer contribution for

the property acquisition with Ordinance No. 116, 2024, and the developer contribution for the PIL with Ordinance No. 034, 2025.

Real Estate Services' (RES) staff contacted the property owner, CCC-Fort Collins LLC, to let them know about the City's intent to acquire the parcel in question and determine the owner's willingness to sell the parcel. After several conversations with the property owner, the property owner has asked and the City has determined to pursue a condemnation process, as the property owner has been unable to negotiate a release from the lender's interest in the property.

Currently, City staff believes the condemnation will be a friendly condemnation (uncontested) and believes that the City and the property owner will be able to come to an agreement on the sale price for the parcel.

The acquisition process will be conducted according to federal and state eminent domain requirements, which must be followed for all property interests throughout the entire acquisition process. These requirements ensure property owners are fairly compensated for their property interests. Staff recommends that City Council authorize the use of eminent domain for this acquisition to provide a fair and equitable process that will allow the City to meet Project goals and construction deadlines.

CITY FINANCIAL IMPACTS

This action will not authorize any new funding for the Project. The action will authorize acquisition of the identified parcel by means of eminent domain. The total fund amount projected for this Project is $726,564 composed of funds appropriated with prior actions. The development contribution PIL is subject to APP program transfers that were completed with prior appropriation.

Prior Appropriated Funds	
Development Contributions	$ 726,564
TOTAL PRIOR APPROPRIATIONS	**$ 726,564**

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The Planning Commission approved the Landing at Lemay PDP on September 21, 2023, depicting the dedication and construction of Cordova Road.

PUBLIC OUTREACH

The Landing at Lemay PDP had a neighborhood meeting on October 4, 2021, and was subject to the standard notice to owners of record within 800-feet of the development as prescribed in the Land Use Code.

ATTACHMENTS

1. Vicinity Map
2. Landing at Lemay – Development Agreement (excerpts)
3. Ordinance No. 116, 2024 (copy)
4. Ordinance No. 034, 2025 (copy)
5. Ordinance No. 135, 2025

VICINITY MAP

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Tina Harris, Clerk & Recorder, Larimer County, CO

Docusign Envelope ID: 46C2FB39-B82C-41D5-90DF-C7A17685353E

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FORT COLLINS AND TTRES CO Fort Collins Vine, LLC

THIS DEVELOPMENT AGREEMENT (the "**Agreement**"), is made and entered into this 10th day of July 2024, by and between the CITY OF FORT COLLINS, COLORADO, a Municipal Corporation, hereinafter referred to as the "**City**"; and TTRES CO Fort Collins Vine, LLC, a Delaware limited liability company, operating as a foreign corporation subject to the requirements of the Colorado Secretary of State (ID# 20231145960), hereinafter referred to as the "**Developer**."

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property situated in the County of Larimer, State of Colorado (hereafter sometimes referred to as the "**Property**" or "**Development**") and legally described as follows, to wit:

> Lot 1, Block 1, LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., City of Fort Collins, County of Larimer, State of Colorado, as further described as a portion of the plat recorded at Rec. No. 20240024906 in the real property records of the Larimer County Clerk & Recorder.

WHEREAS, the Development is known to the City as The Landing at Lemay, ID# PDP230004, and FDP230020; and

WHEREAS, the Developer desires to develop the Property and has submitted to the City all plats, plans (including utility plans), reports and other documents required for the approval of a final plan according to the City's development application submittal requirements master list (collectively, the "**Final Development Plan Documents**"), copies of which are on file in the office of the City Engineer and made a part hereof by reference; and

WHEREAS, the parties acknowledge that Developer intends to develop the Property in multiple phases (each, a "**Phase**") as generally described herein; and

WHEREAS, the parties hereto have agreed that the development of the Property will require increased municipal services from the City in order to serve such area and will further require the installation of certain improvements primarily of benefit to the Property and not to the City as a whole; and

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accordance with the approved stormwater design, the Developer shall promptly, upon such discovery, take appropriate action in order to return or modify (subject to City's approval of any such modification) the facility to function in accordance with the designed operation in accordance with the Final Development Plan Documents.

f. The Developer shall be responsible for maintenance of all storm drainage facilities not identified as public in the Final Development Plan Documents in accordance with the Standard Operating Procedures ("**SOPs**") contained in Exhibit C, attached hereto and incorporated herein by reference.

D. Streets

1. Onsite Cordova Road Costs. A portion of Cordova Road will be located within the boundaries of the Property ("**Onsite Cordova Road**"). Developer shall make a "cash-in-lieu" contribution ("**Onsite Contribution**") to the City for the future construction of the Onsite Cordova Road. The Onsite Contribution shall be determined based on the linear frontage multiplied by the yearly local portion dollar amount that's adopted when the fee is paid. The length of linear frontage for the Onsite Cordova Road improvements is 233.5 linear feet. This payment must be made prior to the issuance of the first building permit for the Property.

2. Offsite Cordova Road Costs. Developer shall make a "cash-in-lieu" contribution ("**Offsite Contribution**") to the City for the future construction of the portions of Cordova Road that will be located outside the boundaries of the Property ("**Offsite Cordova Road**"). The Offsite Contribution shall include separate construction cost and right-of-way ("**ROW**") acquisition cost components, as follows:

a. The construction cost component of the Offsite Contribution ("**Construction Cost Component**") shall be determined based on the linear frontage multiplied by the yearly local portion dollar amount that's adopted when the fee is paid. The length of linear frontage for the Offsite Cordova Road improvements is 495.0 linear feet. This payment must be made prior to the issuance of the first building permit for the Property. Cordova Road shall be constructed in accordance with the City's "Two Lane Arterial" standard and in accordance with plans to be approved by the City.

b. The ROW acquisition cost component of the Offsite Contribution ("**ROW Cost Component**") shall be based upon the actual cost incurred by the City to acquire the ROW for the Offsite Cordova Road in accordance with applicable law, not to exceed Five Hundred Thousand Dollars ($500,000.00) ("**ROW Acquisition Cost Cap**"). The City shall be responsible for acquiring the necessary ROW. The City may seek authorization to acquire the ROW through the use of eminent domain, and may also choose to defer ROW acquisition to an undetermined future date. The City and other parties (excluding Developer) will be responsible for ROW acquisition costs through the use of eminent domain that exceed the ROW Acquisition Cost Cap. Prior to the Developer's completion of construction of the

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final Phase of the Development, the City will either (i) complete the acquisition of the necessary ROW, or (ii) determine that the ROW acquisition costs exceed the ROW Acquisition Cost Cap. If the ROW acquisition is completed and actual costs (staff time, appraisal costs, land purchase price, and fees incidental to closing) are less than the ROW Acquisition Cost Cap, then the ROW Cost Component shall be equal to the actual cost of the ROW acquisition, and the remaining balance of the Offsite Contribution shall be refunded to Developer in a timely manner. If the ROW acquisition is not completed by the completion of the final Phase of the Development and Developer timely removes all encumbrances and other uses under its control that interfere with the City's acquisition or use of the Offsite Cordova Road ROW dedication parcel, including all activities associated with the provided license to stage and access the project for construction, the ROW Cost Component shall not exceed the ROW Acquisition Cost Cap. In either instance, the Offsite Contribution must be paid within ten (10) business days of the date the Development Construction Permit ("**DCP**") for the Property is issued. If this payment is not made by the end of the tenth business day following the DCP issuance, then the DCP shall be void without further action required of the City, and the Developer will forfeit the permit application fee and all amounts paid for other components of the Project.

Notwithstanding the foregoing, if the City is able to acquire fee title to the entirety of the Offsite Cordova Road prior to the completion of the final Phase of the Development ("**Offsite Cordova Road Acquisition Deadline**"), Developer shall be responsible for constructing approximately 495.0 linear feet of the Offsite Cordova Road using the Offsite Contribution. Both the Offsite Cordova Road and Onsite Cordova Road, including the portion of such road running from the intersection of Duff Drive up to and including the intersection with Link Lane (collectively, "**Full Cordova Road**") shall be fully constructed by Developer. If the City is unable to obtain fee title to the Offsite Cordova Road by the Offsite Cordova Road Acquisition Deadline, the City will retain the Offsite Contribution that Developer paid to the City contemporaneously with the DCP issuance until such time as it acquires the Full Cordova Road, at which point it will apply those funds to complete the Full Cordova Road.

3. Cordova Road Extension. The Final Development Plan Documents do not include constructing the Full Cordova Road. However, if 1) the entirety of the Offsite Cordova Road ROW is acquired by the City, and 2) the Developer has not completed construction of the final Phase in the Development, the Developer agrees to amend the Final Development Plan Documents to require the construction of the Full Cordova Road and related changes to stormwater improvements. If the Developer is obligated to construct the Full Cordova Road, the following provisions shall apply:

a. Subject to the conditions of this Agreement, the City agrees to reimburse the Developer for oversizing the Full Cordova Road as shown on the Final Development Plan Documents ("**Oversizing Reimbursement**"). The Oversizing Reimbursement shall be equal to the cost to upgrade the streets from local access

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standards to the City's "Two Lane Arterial" standard and for the cost of acquiring the ROW necessary to accommodate the expansion of such street and sidewalk ("**Road Oversizing**"). The City shall pay the Oversizing Reimbursement to Developer in the manner provided in and in accordance with City Code Section 24-112. As identified in the City Code, the City shall not participate in the cost of transportation improvements required solely for the special use and benefit of the Development as may be required by the transportation impact study for the Development or by the City Traffic Engineer.

b. The Developer acknowledges that the City shall have no obligation to pay the Oversizing Reimbursement unless funds for such payments are budgeted and appropriated from the transportation improvements fund by the City Council. The Developer does hereby agree to complete the Road Oversizing for the Full Cordova Road on the terms and conditions set forth herein with the understanding that the Developer may not be fully reimbursed by the City for the cost of such construction. The Developer further agrees to accept payment of the Oversizing Reimbursement in accordance with City Code Section 24-112(d) as full and final settlement and complete accord and satisfaction of all obligations of the City to make reimbursements to the Developer for construction of the Road Oversizing.

c. It is understood that the improvements to be constructed in the public right-of-way described in this Section II.D are City Improvements. The term "**City Improvements**" shall mean either (1) existing improvements owned by the City that are to be modified or reconstructed, or (2) any improvements funded in whole or in part by the City. Any contract for the construction of City Improvements must be executed in writing. If the estimated cost of the City Improvements exceeds Sixty Thousand Dollars ($60,000.00), the contract for construction of the City Improvements must be subject to a competitive bidding process resulting in an award to the lowest responsible bidder. Evidence must be submitted to the City prior to the commencement of the work showing that the award was given to the lowest responsible bidder. If the cost of the City Improvements exceeds One Hundred Thousand Dollars ($100,000.00), the contract for construction of the City Improvements must be insured by a performance bond or other equivalent security.

d. In the event the Developer does not construct the Full Cordova Road as part of its Development, the Developer, for itself and its successor(s) in interest, does hereby agrees the City shall not be obligated to construct the Full Cordova Road, and hereby indemnifies and holds harmless the City from any and all claims that might arise, directly or indirectly, as a result of the City not constructing the Full Cordova Road, resulting from the Developer's inability to provide for the dedication and construction of the Full Cordova Road as shown on the approved Project Development Plan ("**PDP**"). The Developer, for itself and its successor(s) in interest understands that the inability to complete construction of the Full Cordova Road may result in perceived concerns that are including but not limited to increased response time for emergency services for community members in the

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Development, increased maintenance obligations for privately maintained streets located outside of City limits, and noise impacts to future community members in the Development at such time that the Full Cordova Road is built. The Developer, for itself and its successors and assigns, hereby agrees to pay all costs and fees incurred by the City in defense of any claims arising from these concerns, including, but without limitation, attorney's fees. The Developer further agrees to indemnify and hold the City harmless for any damages or awards arising from or relation to any such claim or civil action.

4. North Lemay Avenue ROW Costs. Pursuant to City Code Section 24-95(c), the Developer agrees to reimburse the City the for the City's costs associated with constructing the local access portion of North Lemay Avenue adjacent to the Property ("**Local Access Contribution**"). The Local Access Contribution is calculated based on the linear frontage multiplied by the yearly local portion dollar amount that's adopted when the fee is paid. The length of linear frontage for North Lemay Avenue improvements is 933.0 linear feet. Payment shall be made to the City prior to the issuance of the first building permit for the Development.

5. Duff Drive ROW Costs. The Developer acknowledges there is a Reimbursement Agreement dated January 16, 2019 between the developer of the adjacent Capstone Cottages, Capstone Collegiate Communities – Fort Collins LLC project and the City, which attaches a reimbursement payment obligation on the Property for a portion of the costs for improvements constructed on the northern portion of Duff Drive abutting the Property ("**Duff Drive Contribution**") prior to any building permits being issued for the Development. The Developer agrees to provide a payment of Two Hundred Sixty-Four Thousand Seven Hundred Eight and 18/100 Dollars ($264,708.18) to the City, pursuant to that prior Reimbursement Agreement, to satisfy the Developer's Duff Drive Contribution and to satisfy the associated local improvement reimbursement obligations attached to the Property. This payment must be made at the earlier of (a) the date that is fourteen (14) calendar days after the first Memorandum of Agreement for the purchase of any portion of the Offsite Cordova Road ROW is fully executed and recorded in the public records of Larimer County, and (b) prior to the date the first building permit is issued for the Development.

6. Street Standards. The pavement design and construction standards for privately maintained streets shall be the same as the standards for public streets, as set forth in the Land Use Code. Grades, alignments, and widths may be modified in accordance with accepted design principles, only on the condition that safe access is maintained for all future owners, visitors, the general public, and public safety officials and equipment. Such modifications from public street standards may be made only if approved by the City Engineer. Easements for access, utilities, and drainage shall be dedicated to the public and clearly shown on the plat.

7. Encroachments. As identified in Article III, Chapter 23 of the City Code (the "**Encroachment Regulations**") no encroachments or obstructions are allowed within the public rights-of-way without a permit ("**Encroachment Permit**"). The Developer

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understands and acknowledges that if the Final Development Plan Documents now or in the future, through an amendment process, include any encroachments or obstructions in the public ROW the Developer shall apply for, meet any requirements or conditions, and obtain an approved Encroachment Permit prior to the installation of the encroachment(s).

a. All requirements and conditions as identified on the Encroachment Permit and identified in the Encroachment Regulations shall be met and maintained both prior to and after issuance of the Encroachment Permit. The Encroachment Permit, which is non-transferable, is issued to the property owner or to the lessee of the property (with the property owner's consent) to which the encroachment is adjacent to or benefits and the Developer understands that at such time as ownership of that parcel changes and/or a new lessee exists (as applicable) a new Encroachment Permit will need to be applied for and new liability insurance will need to be provided by the property owner. The permit is revocable pursuant to the Encroachment Regulations.

b. The Developer, for itself and its successor(s) in interest, does hereby release and hold harmless the City from any damages to the encroachment arising from the City's actions in maintaining, repairing, and/or replacing the public infrastructure including utilities, except as caused by the City's gross negligence or willful misconduct.

c. The City shall have no responsibility for the installation and maintenance of any encroachment and the Developer, for itself and its successor(s) in interest, does hereby indemnify and hold harmless the City from any and all claims that might arise, directly or indirectly, as a result of the Developer's installation or maintenance of any encroachments onto the public ROW.

d. Only public utilities (defined as utilities owned and maintained by the City and gas utilities owned by Xcel Energy) and utilities installed by utility providers that have a franchise agreement with the City are allowed to be installed and located within public ROW and public easements. Private utilities are allowed to cross public ROW and easements provided that the crossing is perpendicular to the public ROW or easement, that sleeves are provided for the crossing in accordance with City standards, Encroachment Permits for such crossing are obtained, and the utility is registered with the utility locate center. Any private utilities serving the Property which are found within public ROW or easements not meeting the above criteria shall be required to be removed by the Developer at the Developer's expense, or the Developer shall apply for and obtain an approved Encroachment Permit. All sleeves across the ROW shall be designed and installed in accordance with City standards then in effect.

e. If there is any conflict between this provision and the Encroachment Regulations, then the Encroachment Regulations will control. The Developer acknowledges

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that, as with any regulation, the Encroachment Regulations are subject to change and Developer agrees to abide by any changes to the Encroachment Regulations.

8. Traffic Improvements. Notwithstanding any provision herein to the contrary, the Developer shall be responsible for all costs for the initial installation of traffic signing and striping for this Development, including both signing and striping related to the Developer's internal street operations and the signing and striping of any adjacent or adjoining local, collector, or arterial streets that is made necessary because of the Development.

9. Maintenance. Following completion of all City Improvements, the Developer shall continue to have responsibility for maintenance and repair of said improvements in accordance with Sections 2.2.3, 3.3.1, and 3.3.2 of the Land Use Code of the City.

E. Natural Resources

Prior to the commencement of grading or other construction on the Property, burrowing owl surveys will be conducted by a qualified wildlife biologist according to Colorado Parks and Wildlife Division recommended protocols. If the site is cleared of burrowing owls, then prairie dogs inhabiting the site will be removed according to methods approved by the City Environmental Planner. No grading may occur until the removal is verified through an onsite inspection by the City Environmental Planner

F. Soil Amendment

In all areas associated with this Development that are to be landscaped or planted in accordance with the Final Development Plan Documents, and do not require a building permit, the soils within each applicable Phase shall be loosened and amended by the Developer in accordance with Land Use Code § 3.8.21 prior to the issuance of a Certificate of Occupancy in the applicable Phase of this Development, and as otherwise required as set forth herein or as set forth on Exhibit A. In all areas associated with this Development that are to be landscaped or planted in accordance with the Final Development Plan Documents, and which do require a building permit, the completion of soil amendments shall include certification by the Developer that the work has been completed in accordance with City Code §12-132. This certification shall be submitted to the City for review and acceptance at least two (2) weeks prior to the date of issuance of any certificate of occupancy for the applicable Phase of this Development.

G. Ground Water, Subdrains and Water Rights

1. The Developer, for itself and its successor(s) in interest, hereby agrees to indemnify and hold harmless the City against any damages or injuries sustained in the Development as a result of ground water seepage or flooding, structural damage, or other damage resulting from failure of any subdrain system build pursuant to the Final Development Plan Documents unless such damages or injuries are proximately caused by the City's negligent operation or maintenance of the City's storm drainage facilities in

ORDINANCE NO. 116, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING SUPPLEMENTAL APPROPRIATIONS OF REVENUE FROM DEVLOPER CONTRIBUTIONS AND AUTHORIZING TRANSFERS FOR THE CORDOVA ROAD RIGHT-OF-WAY ACQUISITION

A. This Ordinance appropriates developer contribution funds to acquire the right-of-way necessary to complete the extension of Cordova Road through to Link Lane (the "Acquisition").

B. Cordova Road is an existing roadway from the roundabout at Lincoln Avenue to Duff Drive, built by the Capstone Cottage development in 2017.

C. On September 21, 2023, the Planning and Zoning Commission approved The Landing at Lemay Project Development Plan ("PDP"). The Landing at Lemay Project is located directly north of Capstone Cottages, and the PDP depicts the developer's dedication and construction extending Cordova Road from Duff Drive to Link Lane.

D. After the Planning and Zoning Commission approval and before entitlement, the developer informed the City that they were unable to acquire the Acquisition.

E. By the terms of their subsequently negotiated development agreement with the City, the developer agreed to provide the City $500,000 towards securing the Acquisition.

F. Per the development agreement, if the City is successful in acquiring the Acquisition while The Landing at Lemay is under construction, the developer will construct the Cordova Road extension.

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

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

I. The City Manager has recommended the appropriations described herein and determined that these appropriations are available and previously unappropriated

from the Transportation Improvement fund and will not cause the total amount appropriated in the Transportation Improvement fund, as applicable, to exceed the current estimate of actual and anticipated revenues and all other funds to be received in these funds during this fiscal year.

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

K. The City Manager has recommended the transfer of $500,000 from the Transportation Improvement fund to the Capital Project fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

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

M. The City Council wishes to designate the appropriation herein for the developer contribution as an appropriation that shall not lapse until the earlier of the expiration of the contribution or the City's expenditure of all funds received from the contribution.

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

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

Section 1. There is hereby appropriated from new revenue or other funds in the Transportation Improvement fund the sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000) to be expended in the Transportation Improvement fund for transfer to the Capital Projects fund and appropriated therein for the Acquisition.

Section 2. The appropriation herein for the developer contribution is designated as an appropriation that shall not lapse until the earlier of the expiration of the private contribution or the City's expenditure of all funds received from such contribution.

Introduced, considered favorably on first reading on August 20, 2024, and approved on second reading for final passage on September 3, 2024.

Mayor Pro Tem

ATTEST:

City Clerk

CITY OF FORT COLLINS SEAL COLORADO

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

COPY

ORDINANCE NO. 034, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING A DEVELOPMENT CONTRIBUTION TO CONSTRUCTION AND AUTHORIZING TRANSFERS OF APPROPRIATIONS FOR THE CORDOVA ROAD CORRIDOR PROJECT AND RELATED ART IN PUBLIC PLACES

A. The purpose of this item is to appropriate development contributions to construction that the City collected in 2025 from the developer of The Landing at Lemay development project to the Cordova Road Corridor capital project (the "Project").

B. In 2024, TTRES CO Fort Collins Vine, LLC ("Developer") entered into a Development Agreement ("DA") with the City. The DA sets forth the requirements and conditions for the development of The Landing at Lemay property bounded by North Lemay Avenue (to the west), Duff Drive (to the south), and the future extension of Cordova Road (to the east). The DA contemplates that the Developer would make development contributions to construction payments for improvements including the future Cordova Road (DA Section II.D.1 and DA Section II.D.2.a).

C. The Landing at Lemay's development contributions for Cordova Road are proposed to be appropriated to the Project to aid in the design, acquisition, and construction of Cordova Road between Duff Drive and North Link Lane. Cordova Road is classified as a two-lane arterial roadway on the Master Street Plan adopted by City Council on December 5, 2023. The establishment of the alignment and classification of Cordova Road originated with the East Mulberry Corridor Plan adopted by City Council on September 17, 2002.

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

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

F. 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

G. The City Manager has recommended the transfer of $226,564 from the Transportation Services fund to the Capital Projects fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

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

I. The total project cost of $226,564 has been used to calculate the contribution to the APP program.

J. The amount to be contributed in this Ordinance will be $2,266.

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

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

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

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

Section 1. There is hereby appropriated from new revenue in the Transportation Services Fund the sum of TWO HUNDRED TWENTY-SIX THOUSAND FIVE HUNDRED SIXTY-FOUR DOLLARS ($226,564) to be expended in the Transportation Services fund for Transfer to the Capital Projects fund to be expended therein for the design of the Cordova Road Corridor Project.

Section 2. The unexpended and unencumbered appropriated amount of ONE THOUSAND SEVEN HUNDRED SIXTY-SEVEN DOLLARS ($1,767) in the Capital Projects fund is hereby authorized for transfer to the Cultural Services and Facilities fund and appropriated and expended therein to fund art projects under the APP program.

Section 3. The unexpended and unencumbered appropriated amount of FOUR HUNDRED FIFTY-THREE DOLLARS ($453) in the Capital Projects fund is hereby authorized for transfer to the Cultural Services and Facilities fund and appropriated and expended therein for the operation costs of the APP program.

Section 4. The unexpended and unencumbered appropriated amount of FORTY-FIVE DOLLARS ($45) in the Capital Projects fund is hereby authorized for transfer to the Cultural Services and Facilities fund and appropriated and expended therein for the maintenance costs of the APP program.

Section 5. The appropriation herein for Cordova Road Corridor 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 March 4, 2025, and approved on second reading for final passage on March 18, 2025.

Mayor

ATTEST:

City Clerk

Effective Date: March 28, 2025
Approving Attorney: Heather N. Jarvis

CITY OF FORT COLLINS SEAL COLORADO

COPY

ORDINANCE NO. 135, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE ACQUISITION BY EMINENT DOMAIN
PROCEEDINGS OF CERTAIN LANDS NECESSARY TO CONSTRUCT
CORDOVA ROAD – NORTH OF DUFF DRIVE

A. The City's Master Street Plan, adopted November 21, 2023, shows Cordova Road extending northeast from Duff Drive, turning southeast, and eventually connecting to the existing section of International Boulevard. Cordova Road is an existing roadway from the roundabout at Lincoln Avenue to Duff Drive, built by the Capstone Cottage development in 2017. The Master Street Plan (adopted November 21, 2023) shows Cordova Road extending northeast from Duff Drive, turning southeast, and eventually connecting to the existing section of International Boulevard. This extension will provide alternative ingress and egress to several neighborhoods and schools in the area.

B. To complete the construction of Cordova Road north of Duff Drive (the "Project"), the City of Fort Collins will need to acquire a section of the right-of-way necessary to ensure construction of Cordova Road, north of Duff Drive. This real property is described in Exhibit A, which is attached hereto and incorporated herein (the "Property"). The site address of the Property is 1292 East Lincoln Avenue, Parcel No. 8707200015, according to Larimer County records.

C. The Landing at Lemay Project Development Plan directly north of Capstone Cottages, was approved by the Planning and Zoning Commission on September 21, 2023, and depicted the developer's dedication of the Property and construction of Cordova Road from Duff Drive to Link Lane. After the Planning Commission's approval but before entitlement, the developer informed the City that the developer was unable to acquire the Property.

D. In the development agreement for the Landing at Lemay, the developer agreed to provide the City with $500,000 towards securing the Property identified for the Cordova Road right-of-way. If the City is successful in acquiring the Property while the Landing at Lemay is under construction, the developer will complete the construction of the Project.

E. If the City is not successful in acquiring the Property while the Landing at Lemay is under construction, the developer has made an additional $226,564 payment-in-lieu (PIL) for construction of the local portion of Cordova Road between Duff Drive and Link Lane associated with the Property. This PIL will be returned to the developer if the Property is acquired within the established timeframe. The City Council appropriated the developer contribution for acquisition of the Property with Ordinance No. 116, 2024, and the developer contribution for the PIL with Ordinance No. 034, 2025.

F. The City has begun good faith negotiations for the acquisition of the Property. City staff has contacted the property owner, CCC-Fort Collins LLC, to inform them of the City's intent to acquire the parcel in question and determine the owner's willingness to sell the parcel. After several conversations with the property owner, the

property owner has requested that the City pursue a condemnation process, as the property owner has been unable to negotiate a release from the lender's interest in the property. Currently, City staff believes the condemnation will be a friendly condemnation (uncontested) and believes that the City and the property owner will be able to come to an agreement on the sale price for the parcel.

G. The acquisition process will be conducted according to federal and state eminent domain requirements, which must be followed for all property interests throughout the entire acquisition process. These requirements ensure property owners are fairly compensated for their property interests. Staff recommends that City Council authorize the use of eminent domain for this acquisition to provide a fair and equitable process that will allow the City to meet Project goals and construction deadlines.

H. This action will not authorize any new funding for the Project. The action will authorize acquisition of the identified parcel by means of eminent domain. The total fund amount projected for this Project is $726,564 composed of funds appropriated with prior actions. The development contribution PIL is subject to APP program transfers that were completed with prior appropriation.

I. It is necessary for the City to acquire the Property for the purpose of constructing the Project. The acquisition of the Property may, by law, be accomplished through proceedings of eminent domain.

J. The acquisition of the Property and prompt possession of the Property is desirable and necessary for public use for the construction of the Project, is in the City's and public's best interests, and enhances public health, safety, and welfare because it will allow for the construction of needed public infrastructure within the City.

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

Section 1. The City Council finds and hereby determines that is it necessary in the public interest and for the public health, safety and welfare that the City acquire the Property to be used for the purpose of completing the construction of Cordova Road north of Duff Drive.

Section 2. The City Council hereby authorizes the City Attorney and other appropriate officials of the City to acquire the Property for the City by eminent domain proceedings.

Section 3. The City Council finds that if acquisition by eminent domain of the Property is commenced, immediate possession is necessary for the public's health, safety, and welfare.

Introduced, considered favorably on first reading on August 19, 2025, and approved on second reading for final passage on September 2, 2025.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: September 12, 2025
Approving Attorney: Heather N. Jarvis

Exhibit: Exhibit A - Description of Real Property

Exhibit A – Legal Description

A TRACT OF LAND SITUATE IN THE WEST 1/2 OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE SIXTH P.M., CITY OF FORT COLLINS, COUNY OF LARIMER, STATE OF COLORADO, WHICH CONSIDERING THE WEST LINE OF SAID SECTION 7 AS BEARING S02°04'03"W AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO IS CONTAINED WITHIN THE BOUNDARY LINES WHICH BEGIN AT A POINT WHICH BEARS S02°04'03"W 1349.99 FEET, AND AGAIN S87°55'57"E 318.00 FEET, AND AGAIN S02°04'08"W 300.00 FEET, AND AGAIN S87°55'57"E 503.00 FEET, AND AGAIN S02°04'03"W 62.53 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 7 AND RUN THENCE S87°55'57"E 204.00 FEET;
THENCE S02°04'03"W 38.81 FEET;
THENCE S87°55'57"E 294.16 FEET;
THENCE N33°06'53"E 350.16 FEET;
THENCE S50°01'54"E 150.00 FEET;
THENCE S34°09'38"W 556.45 FEET;
THENCE S59°22'32"E 100.57 FEET;
THENCE S30°37'28"W 300.00 FEET;
THENCE S59°22'32"E 206.10 FEET;
THENCE S30°37'28"W 510.00 FEET TO A POINT ON THE NORTHERLY LINE OF LINCOLN AVENUE;
THENCE ALONG SAID NORTHERLY LINE N59°22'32"W 299.90 FEET;
AND AGAIN ALONG THE ARC OF A 1206.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 133.13 FEET, THE LONG CHORD OF WHICH BEARS N62°32'17"W 133.07 FEET;
THENCE N02°04'03"E 960.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM A TRACT OF LAND SITUATE IN THE WEST 1/2 OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE SIXTH P.M., CITY OF FORT COLLINS, WHICH CONSIDERING THE WEST LINE OF SAID SECTION 7 AS BEARING S02°04'03"W AND WITH ALL BEARING CONTAINED HEREIN RELATIVE THERETO IS CONTAINED WITH THE BOUNDARY LINES WHICH BEGIN AT A POINT WHICH BEARS S02°04'03"W 1349.99 FEET, AND AGAIN S87°55'57"E 318.00 FEET, AND AGAIN S02°04'03"W 300.00 FEET, AND AGAIN S87°55'57"E 503.00 FEET, AND AGAIN S02°04'03"W 62.53 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 7 AND RUN THENCE S87°55'57"E 204.00 FEET;

THENCE S02°04'03"W 38.81 FEET;
THENCE S87°55'57"E 294.16 FEET;
THENCE S33°06'53"W 170.08 FEET;
THENCE S59°22'32"E 36.29 FEET;
THENCE S30°37'28"W 360.00 FEET;
THENCE N59°22'32"W 106.14 FEET;
THENCE S02°04'03"W 296.45 FEET;THENCE ALONG THE ARC OF A 240.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 119.62FEET, THE LONG CHORD OF WHICH BEARS S16°20'45"W 118.38 FEET;

THENCE S30°37'28"W 135.62 FEET TO A POINT ON THE NORTHERLY LINE OF LINCOLN AVENUE;

THENCE ALONG SAID NORTHERLY LINE ALONG THE ARC OF A 1206.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 91.13 FEET, THE LONG CHORD OF WHICH BEARS N63°32'10"W 91.11 FEET;
THENCE N02°04'03"E 960.00 FEET TO A POINT OF BEGINNING, COUNTY OF LARIMER, STATE OF COLORADO,

AND EXCEPTING THEREFROM A TRACT OF LAND SITUATE IN THE WEST 1/2 OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE SIXTH P.M., CITY OF FORT COLLINS, WHICH CONSIDERING THE WEST LINE OF SAID SECTION 7 AS BEARING S02°04'03"W AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO IS CONTAINED WITHIN THE BOUNDARY LINE WHICH BEGIN AT A POINT WHICH BEARS S02°04'03"W 1349.99 FEET, AND AGAIN S87°55'57"E 318.00 FEET, AND AGAIN S02°04'03"W 300.00 FEET, AND AGAIN S87°55'57"E 503.00 FEET, AND AGAIN S02°04'03"W 1022.53 FEET, AND AGAIN S63°32'10"E 91.11 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 7, AND RUN THENCE N30°37'28"E 135.62 FEET;
THENCE ALONG THE ARC OF A 240.00 FEET RADIUS CURVE TO THE LEFT A DISTANCE OF 119.62 FEET, THE LONG CHORD OF WHICH BEARS N16°20'45"E 118.38 FEET;
THENCE N02°04'03"E 296.45 FEET;
THENCE S59°22'32"E 106.14 FEET;

THENCE N30°37'28"E 360.00 FEET;
THENCE S59°22'32"E 103.71 FEET;
THENCE S34°09'38"W 60.11 FEET;
THENCE S59°22'32"E 100.57 FEET;
THENCE S30°37'28"W 300.00 FEET;
THENCE S59°22'32"E 206.10 FEET;
THENCE S30°37'28"W 510.00 FEET TO A POINT ON THE NORTHERLY LINE OF LINCOLN AVENUE;
THENCE ALONG SAID NORTHERLY LINE N59°22'32"W 299.90 FEET, AND AGAIN ALONG THE ARC OF A 1206.00 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 42.01 FEET, THE LONG CHORD OF WHICH BEARS N60°22'24"W 42.01 FEET TO THE POINT OF BEGINNING,

EXCEPT ANY PORTION CONVEYED IN SPECIAL WARRANTY DEED RECORDED MARCH 21, 2016 UNDER RECEPTION NO. **20160017207**,

EXCEPT ANY PORTION CONVEYED IN SPECIAL WARRANTY DEED RECORDED MARCH 28, 2016 UNDER RECEPTION NO. **20160018391**,

EXCEPT ANY PORTION CONVEYED TO THE CITY OF FORT COLLINS IN SPECIAL WARRANTY DEED

RECORDED APRIL 6, 2021 UNDER RECEPTION NO. **20210035057**,

COUNTY OF LARIMER, STATE OF COLORADO.

File Attachments for Item:

19. Items Relating to Amendments and Updates to Tax Provisions in City Code.

A. First Reading of Ordinance No. 136, 2025, Amending Article III of Chapter 3 of the Code of Fort Collins Relating to Liquor Occupation Tax.

B. First Reading of Ordinance No. 137, 2025, Amending Articles II and III of Chapter 25 of the Code of Fort Collins Relating to Sales and Use Tax

C. First Reading of Ordinance No. 138, 2025, Amending Article IV of Chater 25 of the Code of the City of Fort Collins to Increase the Threshold to Require a Written Settlement Agreement for Lodging Tax.

The purpose of this item is to recommend amendments to the Liquor Occupation Tax, the Sales and Use Tax, and Lodging Tax as part of the regular housekeeping and necessary updates to promote the health, safety and welfare of the community by providing for the accurate and efficient imposition, collection, and enforcement of the City's taxes.

August 19, 2025

AGENDA ITEM SUMMARY
City Council

STAFF

Jennifer Poznanovic, Sales Tax & Revenue Director

SUBJECT

Items Relating to Amendments and Updates to Tax Provisions in City Code.

EXECUTIVE SUMMARY

A. First Reading of Ordinance No. 136, 2025, Amending Article III of Chapter 3 of the Code of Fort Collins Relating to Liquor Occupation Tax.

B. First Reading of Ordinance No. 137, 2025, Amending Articles II and III of Chapter 25 of the Code of Fort Collins Relating to Sales and Use Tax

C. First Reading of Ordinance No. 138, 2025, Amending Article IV of Chater 25 of the Code of the City of Fort Collins to Increase the Threshold to Require a Written Settlement Agreement for Lodging Tax.

The purpose of this item is to recommend amendments to the Liquor Occupation Tax, the Sales and Use Tax, and Lodging Tax as part of the regular housekeeping and necessary updates to promote the health, safety and welfare of the community by providing for the accurate and efficient imposition, collection, and enforcement of the City's taxes.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinances on First Reading.

BACKGROUND / DISCUSSION

The various provisions of the City Code relating to taxes that are being recommended for amendment are as follows:

CHAPTER 3, ARTICLE VIII – Liquor Occupation Tax

Clarify liquor occupation tax penalty and interest in aggregate to add "annually"

Staff recommends amending Code Sec. 3-76(d) to specify that the 18 percent interest rate in the penalty and interest section of the liquor occupation tax accrues annually, rather than monthly.

CHAPTER 25, ARTICLE II

Change manufacturing use tax rebate application due date

In Code Sec. 25-65, staff recommend changing the Manufacturing Use Tax Rebate (MUTR) application due date from June 30th to April 30th. This change will allow sufficient staff time to review the applications and, if necessary, time for the taxpayer to petition and for staff review of any disallowed rebate amounts. The final rebate amounts must be sent to the City's Budget Office by mid-August to be included in the annual adjustment process which is finalized in the fourth quarter of the same year.

CHAPTER 25, ARTICLE III

Add manufacturing equipment to sales and use tax definition section of code

Staff recommend amending Code Sec. 25-71, in Article III of Chapter 25, in order to incorporate the definition from Code Section 25-63, in Article II of Chapter 25, of "manufacturing equipment." While the imposition of sales and use tax on manufacturing equipment is clear under existing code, aligning the definition in the tax code provisions with the rebate provisions provides clarity and consistency.

Street maintenance ¼ cent tax renewal

Staff recommend updating the rate of tax in Code Sec. 25-75(a)(2) to incorporate the extension by voter approval of the City's ¼ cent street maintenance tax until December 31, 2045.

Change period for a taxpayer to respond or seek review of notices of denials, delinquencies, and similar from 21 days to 30 days

Staff recommend amending the language in multiple Code Sections to allow taxpayers thirty (30) days, as opposed to the current twenty-one (21) days, to make payment on an assessment, petition the Financial Officer for a hearing, protest in writing to the Financial Officer, and file a final return due to the sale of the business. Staff recommends this change to better align City Code with the Colorado Revised Statues Title 29 Section 29-2-106.1 – Deficiency notice--dispute resolution—repeal.

The Code sections being recommended for proposed amendment are: Sec. 25-94(c), Sec. 25-147(4), Sec. 25-168, Sec. 25-186(b) & 186(c) & 186(d), Sec. 25-191(a) & 191(b), Sec. 25-194(a)(1) & 194(a)(2), Sec. 25-258(e), Sec. 25-264, Sec. 25-265, Sec. 25-266, Sec. 25-276(b) & 276(c) & 276(d), and Sec. 25-278(a)(1) & (a)(2).

Trust funds and authority to require that funds be held in a segregated account

Staff recommend amending Code Sec. 25-117 to clarify the obligation of retailers holding sales tax in trust for the City of "tax money in possession of retailer held in trust". to add clarification regarding segregated accounts and to add provisions to authorize the Financial Officer to require a retailer to hold trust funds in a segregated account when the taxpayer has previously been delinquent in remitting trust funds, has not been timely in filing returns, or when the Financial Officer has good cause to conclude that trust funds are at risk

Providing taxpayers additional time to submit a project cost report before penalty and interest apply

Staff recommend amending Code Sec. 25-119(a) to add a deadline of ninety days (90) from the certificate of occupancy to submit a project cost report to the Financial Officer. The deadline of ninety days (90) allows sufficient time for contractors and owners to complete and submit their project cost report, after which penalties and interest will be applied.

Payment application priority

Staff recommend amending Code Secs. 25-123(e), 25-124(e), 25-250(g), and 25-279(f) to clarify the order in which taxpayer payments will be applied as follows: first to any penalties, second to interest, and finally to the tax due. The City's current tax collections software is already set up to apply payments using that priority.

Narrow the scope of intra-City tax information sharing

Staff recommends deletion of Subsection 25-166(g) to align with standard industry practices requiring that individual taxpayer information be collected and used for tax administration purposes.

Coordinated audits

Staff recommend amending Code Sec. 25-173 to align the periods limiting the City's right to recover amounts assessed through a coordinated audit with the periods which apply to other audits.

Lookback period for audits

Staff recommend amending Code Sec. 25-186(c), concerning the lookback period for audits, by referencing the three-year period in City Code Sec 25-225(a), rather than restating that period.

Taxpayer protest processes

Staff recommend amending Code Secs. 25-186(d), 25-186(e), and 25-220 to clarify and update the process by which a taxpayer may protest a notice of determination, assessment and demand for payment, or a tax deficiency owed or as a result of an audit by filing a petition for review by the Financial Officer.

Change to expressly include items that may have a lien in the lien and distraint sections of code

Staff recommends amending Code Sec. 25-189(a), providing clarity on the City's existing authority to collect unpaid taxes and updating outdated language and practices.

Increase the dollar threshold that requires a settlement agreement (sales tax)

Staff recommend increasing the amount that requires a settlement agreement on a waiver of sales and use tax be increased from $10,000 to $25,000 in Code Sec. 25-198(c), reducing staff time across several service areas.

A settlement agreement requires a signature from the legal department and the City's Financial Officer. Currently, waivers on a tax audit are usually for either a portion or all of the 10% penalty on the tax deficiency. The waivers do not require the taxpayer to file a formal petition, but a request for the waiver is submitted by the taxpayer to show good cause. Other waivers may include waiving the 10% penalty and 1.0% monthly interest on a single return which will typically be well below the threshold.

Chapter 25 of the Code allows the Financial Officer to compromise for good cause and settle assessed taxes or potential claim to taxes, penalties, interest, collection costs and other charges due to the City. Good cause may include legal and factual considerations, considerations of fairness and justice, and the financial inability of the taxpayer to pay a greater amount.

CHAPTER 25, ARTICLE IV

Increase the dollar threshold that requires a settlement agreement (lodging tax)

Staff recommend increasing the amount that requires a settlement agreement on a waiver of lodging tax from $2,500 to $25,000 in Code Sec. 25-281(c). This change to the Lodging Tax Code would align with the recommended increase in the threshold described above for sales and use tax settlement agreements and achieve the same efficiencies across several service areas.

CITY FINANCIAL IMPACTS

None.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ordinance No. 136, 2025
2. Ordinance No. 137, 2025
3. Ordinance No. 138, 2025

ORDINANCE NO. 136, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING ARTICLE III OF CHAPTER 3 OF THE CODE OF FORT COLLINS
RELATING TO LIQUOR OCCUPATION TAX

A. Businesses that sell at retail any fermented malt beverage, malt, special malt, vinous, or spirituous liquors within the City of Fort Collins are required to pay an annual occupation tax (the "Liquor Occupation Tax").

B. Provisions of the City Code relating to the Liquor Occupation Tax are currently found in Article III of Chapter 3 of the City Code, as amended.

D. City staff reviewed Section 3-76 of the Code, in which the Liquor Occupation Tax is imposed, and recommended a Code amendment to specify that the 18 percent interest rate accrues annually, rather than monthly.

F. City Council hereby finds that amending the Liquor Occupation Tax as proposed in this Ordinance is in the best interests of the City and its taxpayers and promotes the health, safety and welfare of the community by providing for the accurate and efficient imposition, collection, and enforcement of the City's taxes.

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 Subsection (d) of Section 3-76 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 3-76. Occupation tax.

. . .

(d) If any person fails to pay the tax when due, there shall be added to the amount owing a penalty equal to the sum of fifteen dollars ($15.) or ten (10) percent thereof, whichever is greater, and interest on such delinquent taxes at the rate imposed by § 25-188 plus one-half (0.5) percent per month from the date the tax was due, not exceeding eighteen (18) percent annual interest in the aggregate.

. . .

Introduced, considered favorably on first reading on August 19, 2025, and approved on second reading for final passage on September 2, 2025.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: September 12, 2025
Approving Attorney: Dianne Criswell

Exhibit: None

ORDINANCE NO. 137, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING ARTICLES II AND III OF CHAPTER 25 OF THE
CODE OF THE CITY OF FORT COLLINS RELATING TO SALES
AND USE TAXES

A. Article XX, Section 6(g) of the Colorado Constitution grants to the City of Fort Collins, as a home rule municipality, all powers necessary to levy and collect taxes for municipal purposes, subject to any limitations in the Colorado Constitution.

B. On November 16, 1967, the City Council, in the exercise of its home rule taxing powers, adopted Ordinance No. 058, 1967, to levy, collect, and enforce beginning on January 1, 1968, a sales and use tax on the purchase of tangible personal property sold at retail in the City and on certain taxable services provided in the City.

C. Provisions of the Code relating to tax are currently found in Chapter 25, which has been significantly amended many times since its adoption in 1967.

D. City staff reviewed the Code provisions and recommended further amendments to simplify the Code's language, secure productive tax administration, and ensure the best use of city-collected funds.

E. The effect of the updates recommended by City staff are to:

- Change the Manufacturing Use Tax Rebate application due date in Code Section 25-65 from June 30 to April 30 to provide additional time for staff review and for applicants to petition for additional review of disallowed rebate amounts;
- Add the same definition of "manufacturing equipment" from Article II of Chapter 25 (Manufacturing Use Tax Rebate) to the sales and use tax definitions in Code Section 25-71 for clarity and consistency between Articles II and II of Chapter 25;
- Update the rate of tax in Code Section 25-75(a)(2) to reflect the approval by voters of the extension of the City's ¼ cent street maintenance tax until December 31, 2045;
- Amend various provisions of the Code to increase from twenty-one (21) days to thirty (30) days the period which taxpayers have to make payment on an assessment, petition the Financial Officer for a hearing, protest in writing to the Financial Officer, and file a final return due to the sale of the business to align the Code with Colorado Revised Statutes (C.R.S.) § 29-2-106.1; Code provisions with amendments recommended to effectuate the thirty (30) day period are located in Sections 25-94, 25-147, 25-168, 25-186, 25-191, 25-194, 25-258, 25-264, 25-265, 25-266, 25-276, and 25-278;
- Amend Code Section 25-117 to further clarify a retailer's responsibility to hold sales taxes in trust for the City and to add provisions to authorize

the Financial Officer to require a retailer to hold trust funds in a segregated account when the taxpayer has previously been delinquent in remitting trust funds, has not been timely in filing returns, or when the Financial Officer has good cause to conclude that trust funds are at risk;

- Add a deadline of ninety days (90) from the certificate of occupancy for a contractor to submit a project cost report to Code Sec 25-119(a) to allow contractors and owners sufficient time to complete and submit the report before penalties and interest will apply;
- Amend Code Sections 25-123, 25-124, 25-250, and 25-279 to specify the order in which taxpayer payments will be applied: first to any penalties, second to interest, and finally to the tax due;
- Remove Subsection 25-166(g) of the Code to align with standard industry practices requiring that individual taxpayer information be collected and used for tax administration purposes;
- Amend Code Section 25-173 to align the periods limiting the City's right to recover amounts assessed through a coordinated audit with the periods that apply to other audits;
- Amend for clarity Subsection 25-186(c), concerning the lookback period for audits, by incorporating by reference the three-year period in Subsection 25-225(a), rather than restating that period;
- Amend Code Sections 25-186 and 25-220 to clarify and update the process by which a taxpayer may protest a notice of determination, assessment and demand for payment, or a tax deficiency owed or as a result of an audit by petition for review by the Financial Officer;
- Amend Code Section 25-189 to provide clarity on existing authority to collect unpaid taxes and to update outdated language and practices relating thereto; and
- Increase the threshold in Subsection 25-198(c) of the Code, requiring a written settlement agreement, from $10,000 to $25,000 to save staff time across several service areas.

F. City Council hereby finds that amending the City Code as proposed in this Ordinance is in the best interests of the City and its taxpayers and promotes the health, safety and welfare of the community by providing for the accurate and efficient imposition, collection, and enforcement of the City's taxes.

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 25-65 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 25-65. Application for rebate.

Application for the manufacturing equipment use tax rebate on qualifying manufacturing equipment shall be made on forms to be provided by the City. In order to qualify for such rebate, the application must be filed by ~~June~~April 30th of the year following the year in which the use taxes for which a rebate is requested were paid. Only one (1) application shall be filed per qualifying manufacturer.

Section 2. Section 25-71 of the Code of the City of Fort Collins is hereby amended by the addition of a new definition "*Manufacturing equipment*" which reads in its entirety as follows:

Manufacturing equipment means equipment to be used in the City that is necessary and essential to the operation or performance of an integrated series of operations that places a product, article, substance, commodity, or other tangible personal property in a form, composition, or character different from that in which it was acquired, whether for sale or for use by a qualifying manufacturer. The change in form, composition, or character must result in a new product, article, substance or commodity that is different from and has a distinct name, character, or use from the raw or prepared materials.

Section 3. Section 25-75 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 25-75. Rate of tax.

(a) The amount of tax hereby levied is four and thirty-five hundredths (4.35) percent of the purchase price of tangible personal property and taxable services except that the amount of use tax levied on manufacturing equipment is three (3) percent of the purchase price. This tax is composed of a rate of two and twenty-five hundredths (2.25) percent that does not expire and is not restricted in the use of its proceeds and the remaining rate of two and ten hundredths (2.10) percent is comprised of the following voter-approved taxes:

. . .

(2) A twenty-five one-hundredths (0.25) percent tax that expires at midnight on December 31, ~~2025~~2045, the proceeds of which are to be used for the purpose of paying the costs of planning, design, right-of-way acquisition, incidental upgrades and other costs associated with the repair and renovation of City streets, including, but not limited to, curbs, gutters, bridges, sidewalks, parkways, shoulders and medians;

. . .

Section 4. Section 25-94 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 25-94. Exempt organization license; application procedure.

. . .

(c) Upon receipt of an application, the Financial Officer shall examine the same and shall give written notice to the applicant of his or her decision thereon. An applicant whose application has been denied may, within ~~twenty-one (21)~~thirty (30) days after such decision is mailed, petition the Financial Officer for a hearing on the claim. The Financial Officer shall notify the applicant in writing of the time and place of the hearing. After such hearing, the Financial Officer shall make such order in the matter as ~~he or she~~they deem~~s~~ just and proper and shall furnish a copy of such final order to the applicant.

. . .

Section 5. Section 25-117 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 25-117. Tax money in possession of retailer held in trust.

All sums of money paid by a purchaser to a retailer as taxes imposed by this Article shall be and remain public monies that are the property of the City. The retailer, as trustee, shall hold such monies in trust for the sole use and benefit of the City until ~~paid~~remitted to the Financial Officer as herein provided. It shall be unlawful for any retailer to fail or refuse to remit to the Finance Officer all such trust funds.

The Financial Officer may require a retailer to hold trust funds segregated or separated from other amounts in a special account at a bank or other financial institution if the retailer is or has been delinquent in remitting sales tax, has not timely filed tax returns, or if the Financial Officer has good cause to conclude that trust funds are at risk of being converted for the retailer's use, such as but not limited to, knowledge that a retailer's business may be sold, transferred, abandoned, dissolved, terminated, or become insolvent.

Section 6. Section 25-119 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 25-119. Tax on construction materials and supplies.

(a) Any person who shall build, construct, reconstruct, alter, expand, modify or improve any building, dwelling or other structure or improvement to real property in the City and who shall purchase or acquire fixtures, minerals or any other construction materials and supplies used therefor or any tangible personal property used therein from sources within or without the City and the owner of the real property shall be jointly and severally responsible for paying the tax set out in this Article. Prior to the issuance of a building permit, an amount of tax to be held on deposit shall be estimated by determining the building value for permit purposes and multiplying that value by a percentage

prescribed by the Financial Officer, which amount shall be collected by the City through the owner or contractor. Upon payment of such sales or use tax deposit, the City shall issue a sales or use tax receipt identifying the address for which the purchase is being made and the City building permit number. It shall be the duty of the owner and/or contractor and subcontractors who are hired to do the above stated work or any portion thereof to submit a project cost report to the Financial Officer, within ninety (90) days from the date of issuance of the certificate of occupancy after which penalties and interest will be applied, on forms authorized by the Financial Officer, stating the actual amounts of any purchases of fixtures, minerals or any other construction materials and supplies or tangible personal property for such work and to remit any tax due in excess of the sales or use tax deposit. In any case, the general contractor and/or owner will be held liable for the payment of all taxes for such materials.

. . .

Section 7. Section 25-123 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 25-123. Remittance of sales tax collected by retailer.

. . .

(d) If any retailer shall, during any reporting period, collect as a sales tax an amount in excess of the rate stated in § 25-75 of this Article, the retailer shall remit to the Financial Officer the full amount of the sales tax imposed and such excess.

(e) If any amount of sales tax is not remitted on or before the date due, penalties and interest as set forth in Subsection 25-186(a) of this Article shall be paid by the retailer for the period from the date due to the date paid.

(f) Any retailer that collects and remits sales tax to the Financial Officer as provided in this Article may use an electronic database of state addresses that is certified by the State Department of Revenue, pursuant to ~~Section~~C.R.S. § 39-26-105.3, ~~C.R.S.,~~ to determine the jurisdictions to which tax is owed.

(g) Any retailer that uses the data contained in an electronic database certified by the state Department of Revenue pursuant to ~~Section~~C.R.S. § 39-26-105.3, ~~C.R.S.,~~ to determine the jurisdictions to which tax is owed shall be held harmless for any tax, penalty or interest owed the City that otherwise would be due solely as a result of an error in the electronic database, provided that the retailer demonstrates that it used the most current information available in such electronic database on the date that the sale occurred. Each retailer shall keep and preserve such records as prescribed by the Financial Officer to demonstrate that it used the most current information available in the electronic database on the date that the sale occurred. Notwithstanding the above, if the error in collecting and remitting is a result of a deceptive or false representation or fraud, the provisions of this Section shall not apply.

(h) Untimely payments, partial payments, or any payment insufficient for a deficiency, will be first applied to penalty and collection costs, if any, secondly to accrued interest, and lastly, to the tax itself.

Section 8. Section 25-124 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 25-124. Remittance of use tax.

. . .

(c) If any amount of use tax is not remitted on or before the date due, penalties and interest as set forth in Subsection 25-186(a) of this Article shall be paid by the taxpayer for the period from the date due to the date paid.

(d) Untimely payments, partial payments, or any payment insufficient for a deficiency, will be first applied to penalty and collection costs, if any, secondly to accrued interest, and lastly, to the tax itself.

Section 9. Section 25-147 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 25-147. Procedure for refund of disputed tax.

A refund shall be made or credit allowed for the tax paid under dispute by any person who claims that the transaction or item was not taxable, claims an exemption as provided in this Article, or claims that taxes were paid in error or by mistake. Such refund or credit shall be made by the Financial Officer after compliance with the following:

(1) *Application*. An application for a refund or credit of sales or use tax paid under dispute, paid in error by a purchaser or user who claims an exemption under Subsection 25-73(c) or Subsection 25-74(b) of this Article, or paid in error or by mistake shall be made within three (3) years after the date of purchase, storage, use or consumption of the goods or services whereon a refund or credit is claimed. Such applications must be accompanied by the original paid invoice or sales receipt and must be made upon such forms as shall be prescribed and furnished by the Financial Officer;

. . .

(4) *Hearing*. An applicant whose application for a refund has been denied may, within ~~twenty-one (21)~~thirty (30) days after such decision is mailed, petition the Financial Officer for a hearing on the claim. The Financial Officer shall notify the applicant in writing of the time and place of the hearing. After such hearing, the

Financial Officer shall make such order in the matter as ~~he or she~~they deem~~s~~ just and proper and shall furnish a copy of such final order to the applicant.

Section 10. Section 25-166(e) of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 25-166. Preservation of returns and other records; confidentiality.

. . .

(e) Notwithstanding the provisions of this Section, the Financial Officer may furnish to the taxing officials of the State or its political subdivisions, any other state or its political subdivisions or the United States any information contained in any application, report, return or any other document if the recipient jurisdiction agrees with the Financial Officer to grant similar privileges to the City and if such information is to be used by the jurisdiction only for tax-related purposes, except as provided in ~~§~~Subsection 25-173(e) of this Article.

Section 11. Section 25-166 of the Code of the City of Fort Collins is hereby amended by the deletion of subsection (g) in its entirety.

~~(g) Notwithstanding the provisions of this Section, the Financial Officer may disclose financial information within the City organization or to City contractors as required for the conduct of City business or in furtherance of City purposes and objectives, so long as the release of the information is conditioned upon reasonable precautions and requirements to prevent disclosure of said information to the public.~~

Section 12. Section 25-168 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 25-168. Examination of returns; recomputation, credits, deficiencies.

As soon as practicable after a return is filed, the Financial Officer shall examine it. If it appears that the correct amount of tax to be remitted may be greater or less than that shown in the return, the tax shall be recomputed by the Financial Officer. If the amount paid exceeds that which is due, the excess shall be refunded or credited against any subsequent remittance from the taxpayer. If the amount paid is less than the amount due and any part of the deficiency is due to negligence or intentional disregard of the provisions of this Article or of authorized rules and regulations of the City with knowledge thereof but without intent to defraud, the amount of the deficiency together with a penalty of ten (10) percent of the amount of the deficiency plus interest on the deficiency at the rate imposed under § 25-188 of this Article from the date the return and the tax was due shall be due and payable by the taxpayer within ~~twenty-one (21)~~thirty (30) days after written notice of determination, assessment and demand for payment is mailed to the taxpayer by the Financial Officer as provided in ~~§~~Subsection 25-186(b) of this Article. If any part of the deficiency is due to fraud with the intent to evade the tax, then there shall be added a penalty of one hundred (100) percent of the deficiency and in such case, the

amount of the deficiency, the penalty and interest calculated as stated above shall be due and payable by the taxpayer within ~~twenty-one (21)~~thirty (30) days after written notice of determination, assessment and demand for payment is mailed to the taxpayer by the Financial Officer and an additional amount of three (3) percent per month on such amount shall be added from the date the return and tax was due until paid. The taxpayer may protest the notice of determination, assessment and demand for payment issued under this ~~s~~Section as provided in § 25-186 of this Article.

Section 13. The title of Section 25-169 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 25-169. Investigation of records relating to taxes, hearing.

. . .

Section 14. Section 25-173 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 25-173. Coordinated audit.

(a) Any taxpayer licensed in the City pursuant to § 25-91 of this Article, and holding a similar sales tax license in at least four (4) other Colorado municipalities that administer their own sales tax collection, may request a coordinated audit as provided herein.

(b) Within fourteen (14) days of receipt of notice of an intended audit by any municipality that administers its own sales tax collection, the taxpayer may provide to the Financial Officer of the City, by certified mail, return receipt requested, a written request for a coordinated audit indicating the municipality from which the notice of intended audit was received and the name of the official who issued such notice. Such request shall include a list of those Colorado municipalities utilizing local collection of their sales tax in which the taxpayer holds a current sales tax license and a declaration that the taxpayer will sign a ~~waiver of any passage-of-time based limitation~~consent to the extension of the period of limitation upon the City's right to recover ~~tax~~amounts owed by the taxpayer for the audit period.

(c) Except as provided in Subsection (g) of this Section, any taxpayer that submits a complete request for a coordinated audit and ~~promptly signs a waiver of thirty-six (36) months~~consents to the extension of the period of limitation may be audited by the City during the twelve (12) months after such request is submitted only through a coordinated audit involving all municipalities electing to participate in such an audit.

(d) If the City desires to participate in the audit of a taxpayer that submits a complete request for a coordinated audit pursuant to Subsection (c) of this Section, the Financial Officer shall so notify the finance director of the municipality whose notice of audit prompted the taxpayer's request within ten (10) days after receipt of the taxpayer's request for a coordinated audit. The Financial Officer shall then cooperate with other

participating municipalities in the development of arrangements for the coordinated audit, including arrangement of the time during which the coordinated audit will be conducted, the period of time to be covered by the audit, and a coordinated notice to the taxpayer of those records most likely to be required for completion of the coordinated audit.

(e) If the taxpayer's request for a coordinated audit was in response to a notice of audit issued by the City, the City's Financial Officer shall facilitate arrangements between the City and other municipalities ~~participating in the coordinated audit unless and until an official from some other participating municipality agrees to assume this responsibility. The Financial Officer shall cooperate with other participating municipalities to, whenever practicable,~~to minimize the number of auditors ~~that~~who will be present on the taxpayer's premises to conduct the coordinated audit on behalf of the participating municipalities. Information obtained by or on behalf of those municipalities participating in the coordinated audit may be shared only among such participating municipalities.

. . .

(g) The coordinated audit procedure set forth in this Section shall not apply:

. . .

(3) When a taxpayer refuses to promptly sign a ~~waiver of thirty-six (36) months; or~~

~~(4) When a taxpayer fails to provide a timely and complete request for a coordinated audit as provided in Subsection (b).~~consent to the extension of the period of limitation upon the City's right to recover amounts owed for the audit period.

Section 15. Section 25-186 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 25-186. Failure to make return; estimate of taxes; notices; appeal; audit.

(a) If any person fails, neglects or refuses to collect tax or to file a return and pay the tax as required by this Article, the Financial Officer shall make an estimate of the tax due based on available information and shall add thereto interest on such delinquent taxes at the rate imposed by § 25-188 of this Article plus one-half (0.5) percent per month from the date the return and tax was due.

(b) The Financial Officer shall serve upon the delinquent taxpayer personally, by first-class mail or certified mail directed to the last address of the taxpayer on file with the City, or by electronic mail directed to the last such address on file with the City, written notice of such estimated taxes, penalty and interest. Such notice shall constitute a notice of determination, assessment and demand for payment and, which payment shall be due and payable within ~~twenty-one (21)~~thirty (30) days from the date the notice is mailed.

(c) The Financial Officer may ~~at any time within three (3) years of the date a tax is due~~, pursuant to the limits in § 25-225 of this Article, serve upon any taxpayer personally, by first-class mail or certified mail directed to the last address of the taxpayer on file with the City, or by electronic mail directed to the last such address on file with the City, a written notice of audit notifying the taxpayer that the Financial Officer will be conducting an audit of the taxpayer's books and records to determine the exact amount of any tax, penalty, interest, collection costs and other charges due. Within thirty (30) days of the date such notice is mailed or within such longer time period as permitted by the Financial Officer, the taxpayer shall make available to Financial Officer all of the taxpayer's relevant books and records requested by the Financial Officer for the audit. If as a result of the audit the Financial Officer determines the taxpayer owes the City any additional tax, penalties, interest, collection costs or other charges under this Article, the Financial Officer shall serve upon the taxpayer a notice of determination, assessment and demand for payment for such tax deficiency as provided in paragraph (b) above and payment shall be due and payable ~~twenty-one (21)~~thirty (30) days from the date such notice is mailed. If as a result of the audit the Financial Officer determines the taxpayer has overpaid tax to the City, the Financial Officer shall serve upon the taxpayer a notice of overpayment. Taxpayer must sign and submit the notice back to the Financial Officer within thirty (30) days from the date such notice is mailed to be entitled to a refund or credit in the amount of the overpayment.

(d) A taxpayer may protest a notice of determination, assessment and demand for payment issued to a taxpayer for failure to file a return, tax deficiency owed or as a result of an audit by submitting ~~the protest~~an appeal petition in writing to the Financial Officer within ~~twenty-one (21)~~thirty (30) days from the date the notice of determination, assessment and demand for payment is mailed to the taxpayer. ~~Any such~~A written ~~protest~~petition ~~shall~~ must be submitted under oath by the taxpayer or the taxpayer's authorized representative and must include: ~~identify~~ the name, mailing address, phone number, electronic mail address, and sales and use tax license number of the taxpayer; the amount of tax ~~disputed~~and the tax periods in dispute; a statement of the facts and laws on which the protest is based; the taxpayer's requested change; and whether the taxpayer is requesting a hearing or a decision after review of submitted documents.~~, the basis for the protest and be given under oath by the taxpayer or the taxpayer's authorized representative. Such protest may include a request for a hearing. It shall also include a physical, post office box or email address to which the taxpayer wishes the Financial Officer's written order issued in paragraph (e) below to be sent when issued.~~ In lieu of a hearing, the taxpayer and the City may agree to file written briefs and such other written materials or documents relating to the matter and request the Financial Officer to consider the appeal without a hearing. The submission of written material shall be considered for all purposes the same as a request for and submission of testimony and material at a hearing.

(e) In response to the written protest, if a hearing was requested, the Financial Officer shall notify the taxpayer in writing of the time ~~and place~~ of the hearing. The hearing is informal and may be conducted in person or remotely, pursuant to § 25-220 of this Article.

After such hearing, or after a consideration of the ~~facts and figures contained in the protest if no hearing is requested~~documents if no hearing is requested, the Financial Officer ~~shall make such written order in~~will provide a decision in writing on the matter as ~~he or she~~they deem~~s~~ just and proper and ~~shall furnish~~must provide a copy of that ~~order~~decision to the taxpayer by first class or certified mail or by email ~~as directed in the protest filed by the taxpayer~~.

Section 16. Section 25-189 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 25-189. Tax constitutes lien.

(a) The sales and use tax imposed by this Article, together with all penalties, interest, collection costs and other charges pertaining thereto, is a first and prior lien superior to all other liens or claims upon the tangible personal property sold, purchased, stored, used, distributed or consumed, goods, stock-in-trade and business furniture and fixtures, tools, equipment, cash bank accounts, and accounts receivable in which the retailer has an ownership interest or used by the retailer under lease, lease sale, title retaining contracts, or other contract arrangement, except for goods that have been purchased in the ordinary course of business by retail purchasers ~~and such lien takes priority over other liens or claims of whatsoever kind or nature on such property~~.

. . .

(c) Whenever the business or property of any taxpayer is placed in receivership, bankruptcy, seized under distraint for nonpayment of property taxes or an assignment is made for the benefit of creditors, all taxes, penalties, interest, collection costs, and other charges imposed by this Article and for which the taxpayer is in any way liable under this Article are a prior and preferred claim against all the property of the taxpayer, except as to preexisting claims or liens of a bona fide mortgagee, pledgee, judgment creditor or purchaser whose rights have attached prior to the filing of the notice of lien provided for in (d) below, on the property of the taxpayer, other than the goods, stock-in-trade and business fixtures of such taxpayer. No sheriff, receiver, assignee or other officer shall sell the property of any taxpayer subject to the provisions of this Article under process or order of any court without first ascertaining from the Financial Officer the amount of tax deficiency due and payable under this Article. If there is any such tax deficiency owing or unpaid, it is the duty of such officer to first pay that amount out of the proceeds of such sale before paying any monies to judgment creditors or other claimants, except that the officer may pay costs of the proceedings and other preexisting liens or claims as provided in this Subsection (c).

. . .

Section 17. Section 25-191 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 25-191. Sale of business subject to lien.

(a) Any person who sells a business or stock of goods or closes a business shall complete and file the returns required under this Article and pay any tax deficiency due within ~~twenty-one (21)~~thirty (30) days of the date on which such person sold the business or stock of goods or closed the business and indicate that it is a final return, that the business is sold or closed, and the name and address of the purchaser of the business, if any.

(b) A purchaser of a business who has acquired the furniture, fixtures and/or equipment of the business shall withhold sufficient funds from the purchase money to cover the amount of the tax deficiency, imposed by this Article due and unpaid until the seller provides a receipt from the Financial Officer showing that such tax deficiency has been paid. If a tax deficiency imposed by this Article is due and unpaid after the ~~twenty-one (21)~~thirty (30) day period herein provided, such purchaser of the business is personally liable for the payment of that tax deficiency to the City to the same extent as the seller of the business or stock of goods.

Section 18. Section 25-194 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 25-194. Enforcing the collection of taxes due.

(a) The Financial Officer may issue a warrant directed to any employee, agent or representative of the City or any sheriff of any county of the State, commanding such person either to distrain, seize and sell any personal property in which the taxpayer has an ownership interest, except such property as is exempt from the execution and sale by any statute of the State, or to demand such person to surrender, discharge, or release amounts held in a bank account for the payment of tax due together with interest, penalties, collection costs and other charges thereon in the following circumstances:

(1) When any assessed tax deficiency is not paid within ~~twenty-one (21)~~thirty (30) days from the date of mailing of the notice of determination, assessment and demand for payment and no hearing or extension has been requested in a timely manner;

(2) When assessed tax deficiency is not paid within ~~twenty-one (21)~~thirty (30) days from the date of mailing of the notice of determination, assessment and demand for payment and no appeal from such notice has been docketed within twenty-eight (28) days after such notice in a court having jurisdiction, except that if the Financial Officer finds that collection of the tax deficiency will be jeopardized during such period, the Financial Officer may immediately issue a distraint warrant;

. . .

(4) Immediately upon making a jeopardy assessment or issuing a demand for payment upon jeopardy assessment as provided in § 25-193 of this Article; or

(5) After or concurrently with the filing of a notice of lien as provided in ~~§~~Subsection 25-189(d) of this Article.

(b) The Financial Officer may apply to the Judge of the City's Municipal Court for a warrant authorizing the Financial Officer to search for and seize property located within the City limits for the purpose of enforcing the collection of any tax deficiency owed under this Article. The Municipal Judge shall issue such warrant after the Financial Officer demonstrates that:

. . .

(2) At least one (1) of the preconditions of (a) above has been satisfied; but if a jeopardy assessment has been declared under § 25-193 of this Article, the Financial Officer must set forth the reasons that collection of the tax will be jeopardized.

(c) The procedures to be followed in issuing and executing a warrant pursuant to Subsection (b) ~~above~~of this Section shall comply with the Colorado Municipal Court Rules of Procedure, Rule 241(c) and (d).

. . .

(g) In the case where a taxpayer has refused or neglected to pay any tax deficiency due to the City under this Article and a lien has been filed as provided in ~~§~~Subsection 25-189(d) of this Article, the Financial Officer may, in addition to pursuing other collection remedies, certify the amount of the tax deficiency, together with ten (10) percent of the delinquent amount for costs of county collection, to the County Treasurer to be levied against the person's property for collection by the County in the same manner as delinquent general taxes upon such property are collected. Before certifying such amounts to the County for collection, the Financial Officer shall provide to the property owner an opportunity for a hearing to contest the authority of the City to impose and collect the tax deficiency, or the amount thereof. The Financial Officer shall mail the notice to the property owner by first class mail addressed to the last known owner of the property on the records of the County Assessor. If the Financial Officer's decision after a hearing affirms the imposition of charges, the decision shall include notice that the charges are due and payable within fourteen (14) days of the date of the decision and that, if not paid when due, they will be certified to the County Treasurer for collection, along with ten (10) percent of the charges for the cost of county collection. Whenever the Financial Officer certifies any such amounts to the County Treasurer for collection, the Financial Officer shall record notice of such certification with the county Clerk and Recorder.

Section 19. Section 25-198 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 25-198. Compromise and settlement by Financial Officer.

. . .

(c) Whenever a settlement by the Financial Officer results in a compromise of an assessed amount of ~~ten thousand dollars ($10,000)~~twenty-five thousand dollars ($25,000) or more or for a potential claim the amount of which cannot be reasonably determined, a written settlement agreement between the City and the taxpayer shall be required as a condition of settlement. The fully executed settlement agreement shall be retained in the files of Financial Services together with the Financial Officer's opinion.

. . .

Section 20. Section 25-216 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 25-216. Review of decisions of Financial Officer.

The taxpayer may apply for a review of the decision of the Financial Officer in a hearing held pursuant to § 25-169 of this Article. Such review may be in the ~~d~~District ~~c~~Court ~~or the City's Municipal Court~~ and the proceedings shall be conducted in accordance with Rule 106(a)(4) of the Colorado Rules of Civil Procedure. The review must be sought no later than twenty-eight (28) days after the date of the final decision of the Financial Officer. The taxpayer may also seek review as provided in C.R.S § 29-2-106.1 until June 30, 2025, and C.R.S. § 29-2-302 thereafter.

Section 21. Section 25-220 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 25-220. Hearings to be held in City.

~~Every h~~Hearings before the Financial Officer ~~shall be held in the City~~may be conducted in person in the City or remotely using remote technologies. For purposes of this Section, *remote technology* means telephonic, online platforms or other technological methods or a combination thereof, used to conduct or participate in a hearing without being in the same physical location as other participants. The Financial Officer will determine, giving consideration to fairness, justice, and efficiency, if a hearing will be conducted in person or remotely.

Section 22. Section 25-226 of the Code of the City of Fort Collins is hereby deleted in its entirety and held in reserve.

~~**Sec. 25-226. Notice of sales and use tax ordinance amendment.**~~

~~(a) In order to initiate a central register of sales and use tax ordinances for municipalities that administer local sales tax collection, the Financial Officer of the City shall file with the Colorado Municipal League prior to the effective date of this Section a copy of the City sales and use tax ordinance reflecting all provisions in effect on the effective date of this Section.~~

~~(b) In order to keep current the central register of sales and use tax ordinances for municipalities that administer local sales tax collection, the Financial Officer of the City shall file with the Colorado Municipal League prior to the effective date of any amendment a copy of each sales and use tax ordinance amendment enacted by the City.~~

~~(c) Failure of the City to file such ordinance or ordinance amendment pursuant to this Section shall not invalidate any provision of the sales and use tax ordinance or any amendment thereto.~~

Section 23. Section 25-281(c) of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 25-281. Compromise and settlement by financial officer.

. . .

(c) Whenever a settlement by the Financial Officer results in a compromise of an assessed amount of ~~two thousand five hundred dollars ($2,500.)~~twenty-five thousand dollars ($25,000.) or more or for a potential claim the amount of which cannot be reasonably determined, a written settlement agreement between the City and the taxpayer shall be required as a condition of settlement. The fully executed settlement agreement shall be retained in the files of Financial Services together with the Financial Officer's opinion.

. . .

Introduced, considered favorably on first reading on August 19, 2025, and approved on second reading for final passage on September 2, 2025.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: September 12, 2025
Approving Attorney: Dianne Criswell

Exhibit: None

ORDINANCE NO. 138, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING ARTICLE IV OF CHAPTER 25 OF THE CODE OF THE CITY OF FORT COLLINS TO INCREASE THE THRESHOLD TO REQUIRE A WRITTEN SETTLEMENT AGREEMENT FOR LODGING TAX

A. Article XX, Section 6(g) of the Colorado Constitution grants to the City of Fort Collins, as a home rule municipality, all powers necessary to levy and collect taxes for municipal purposes, subject to any limitations in the Colorado Constitution.

B. On February 21, 1984, the City Council, in the exercise of its home rule taxing powers, adopted Ordinance No. 20, 1984, adding a new chapter to the City Code to levy, collect and enforce a tax on the price of lodging accommodations provided in the City (the "Lodging Tax Code").

C. Provisions of the Lodging Tax Code relating to tax are currently found in Article IV of Chapter 25 of the City Code, as amended since its adoption in 1984.

D. City staff reviewed the provisions of the Lodging Tax Code and recommended a further amendment to increase the threshold in Subsection 25-281(c) of the Code, requiring a written settlement agreement, from $10,000 to $25,000 for the purpose of efficiency, saving staff time across several service areas.

F. City Council hereby finds that amending the Lodging Tax Code as proposed in this Ordinance is in the best interests of the City and its taxpayers and promotes the health, safety and welfare of the community by providing for the accurate and efficient imposition, collection, and enforcement of the City's taxes.

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 25-281(c) of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 25-281. Compromise and settlement by financial officer.

. . .

(c) Whenever a settlement by the Financial Officer results in a compromise of an assessed amount of ~~two thousand five hundred dollars ($2,500.)~~twenty-five thousand dollars ($25,000.) or more or for a potential claim the amount of which cannot be reasonably determined, a written settlement agreement between the City and the taxpayer shall be required as a condition of settlement. The fully executed settlement agreement shall be retained in the files of Financial Services together with the Financial Officer's opinion.

. . .

Introduced, considered favorably on first reading on August 19, 2025, and approved on second reading for final passage on September 2, 2025.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: September 12, 2025
Approving Attorney: Dianne Criswell

Exhibit: None

File Attachments for Item:

20. First Reading of Ordinance No. 139, 2025, Amending Section 15-383 of the Code of the City of Fort Collins Regarding the Licensing of Outdoor Vendors.

The purpose of this item is to recommend amending the Outdoor Vendors Code to adopt an annual expiration date of the license issued by the City to align with the cadence of regulation by other local governments and for purposes of efficient regulation of vendors by the City.

August 19, 2025

AGENDA ITEM SUMMARY
City Council

STAFF

Jennifer Poznanovic, Sales Tax & Revenue Director

SUBJECT

First Reading of Ordinance No. 139, 2025, Amending Section 15-383 of the Code of the City of Fort Collins Regarding the Licensing of Outdoor Vendors.

EXECUTIVE SUMMARY

The purpose of this item is to recommend amending the Outdoor Vendors Code to adopt an annual expiration date of the license issued by the City to align with the cadence of regulation by other local governments and for purposes of efficient regulation of vendors by the City.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

Staff recommend amending Code Sec. 15-383(b)(c) for an outdoor vendor license to set an annual license term that expires each year on December 31st.

Currently an outdoor vendor license is issued for a period of either six or twelve months, a rolling time period which may commence and expire at any time during the calendar year.

This proposed amendment to the Code will align with the expiration and renewal dates of Poudre Fire Authority and the County Health Department ensuring there is not overlap in outdoor vendors that have an outdoor vendor license but an expired fire or health permit. Having one date for all required inspections and renewals creates an easier application and renewal process for outdoor vendors and ensures that outdoor vendors operating in Fort Collins are properly licensed.

CITY FINANCIAL IMPACTS

None.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ordinance No. 139, 2025

ORDINANCE NO. 139, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING SECTION 15-383 OF THE CODE OF THE CITY OF FORT COLLINS
REGARDING THE LICENSING OF OUTDOOR VENDORS

A. In 2012, City staff completed a comprehensive study of the City's then-existing outdoor vendor regulations, the outcome of which was the approval, by City Council adoption of Ordinance No. 058, 2012, of new regulations of such vendors (the "Outdoor Vendors Code").

B. Provisions of the Outdoor Vendors Code are currently found in Article XIV of Chapter 15 of the City Code, as from time to time amended.

C. City staff reviewed the provisions of the Outdoor Vendors Code and recommended a further amendment to adopt an annual expiration date of the license issued by the City to align with the cadence of regulation by other local governments and for purposes of efficient regulation of vendors by the City.

D. City Council hereby finds that amending the Outdoor Vendors Code as proposed in this Ordinance is in the best interests of the City and its residents and promotes the health, safety and welfare of the community by providing for effective and efficient regulation of these activities.

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 15-383 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 15-383. Application for license; license modifications.

. . .

(b) A license may be issued under this Article for a period of ~~either six (6) months or~~ twelve (12) months and shall expire on December 31st of each year, except that a special vending license as described in Subsection 15-382(c) above may be issued for a specified period not to exceed three (3) days.

(c) A request for a modification of a license to add new vehicles, operations or locations or to modify other license restrictions or conditions, as applicable, shall be submitted to the Financial Officer and shall meet all of the requirements and be reviewed in the same manner as an application for a license hereunder. The term of a license may not be modified to extend beyond ~~the originally applicable six- or twelve-month period~~December 31st of that year.

Introduced, considered favorably on first reading on August 19, 2025, and approved on second reading for final passage on September 2, 2025.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: September 12, 2025
Approving Attorney: Dianne Criswell

Exhibit: None

File Attachments for Item:

21. First Reading of Ordinance No. 140, 2025, Amending Article IV of Chapter 15 of the Code of the City of Fort Collins to Update the Door-to-Door Solicitation Permitting Processes.

The purpose of this item is to recommend amendments and updates to the City's regulation of door-to-door solicitors.

August 19, 2025

AGENDA ITEM SUMMARY
City Council

STAFF

Jennifer Poznanovic, Sales Tax & Revenue Director

SUBJECT

First Reading of Ordinance No. 140, 2025, Amending Article IV of Chapter 15 of the Code of the City of Fort Collins to Update the Door-to-Door Solicitation Permitting Processes.

EXECUTIVE SUMMARY

The purpose of this item is to recommend amendments and updates to the City's regulation of door-to-door solicitors.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

CHAPTER 15, ARTICLE IV – Door-to-Door Solicitation

Door-to-door solicitation program administration

Staff recommends amendment of the door-to-door solicitation provisions of the Fort Collins City Code (the "Code") to better align the administration of solicitor permits with other permitting processes used citywide. Under the proposed changes, businesses engaged in door-to-door solicitation would be required to obtain a company-wide permit and assume full responsibility for the actions of their individual solicitors.

Currently, the City Code mandates that each solicitor must obtain a City-issued badge in addition to any company licensing requirements. The proposed amendments would streamline this by shifting more accountability to the business, fostering a more regulated and compliant program. Notably, under the revised structure, a complaint against a single solicitor could result in the revocation of the entire company's permit.

The Code provisions being recommended for amendment are Subsections 15-106(b)(1), 15-110(b)(3)(4)(c)(d)(e), 15-111(a)(3-7)(b)(c)(d), 15-112(b), 15-114(1)(2), 15-115(3), 15-117(a)(b), 15-120(1)(2), 15-121(3), and 15-122(a)(b), and Sections 15-123, 15-124, 15-125, 15-126, and 15-128.

CITY FINANCIAL IMPACTS

None.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ordinance No. 140, 2025

ORDINANCE NO. 140, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING ARTICLE IV OF CHAPTER 15 OF THE CODE OF THE CITY OF FORT COLLINS TO UPDATE THE DOOR-TO-DOOR SOLICITATION PERMITTING PROCESSES

A. In 1938, the City Council adopted Ordinance No. 002, 1938, prohibiting solicitors from going in or upon private residences, public buildings and offices in the City, and declaring such practice to be a nuisance.

B. In 1972, the City Council adopted regulations relating to solicitation at a private premises for the purpose of immediate or future sale of goods, services, or anything of value in Chapter 15, Article IV, Division I, of the City Code (the "Code").

C. In 1994, in response to survey results and input from citizens, City Council approved by adoption of Ordinance No. 041, 1994 the repeal and reenactment Sections 15-106 through 15-108 of Article IV, Division 1 of the Code, with revised language that was intended to better protect the privacy and safety interests of the citizens of the City.

D. In 2002, the City Council further amended Section 15-106, by adoption of Ordinance No. 098, 2002, to clarify that the prohibition of door-to-door solicitation applied only to residential premises, unless a "no trespassing" or "no solicitation" sign was posted at or near the entrance of a business premises.

E. On May 27, 2011, the City's prohibition on commercial door-to-door residential solicitation was updated and replaced with the current permit system to regulate such solicitation by City Council adoption of Ordinance No. 060, 2011, reflecting evolving First Amendment jurisprudence.

F. The current door-to-door solicitation permit system remains an effective regulatory scheme; however, the permits pursuant to Code are issued to individual solicitors, which is inconsistent with other types of City licensing or permitting processes which require a business owner to be responsible for the regulatory compliance of its employees, representatives, or agents.

G. A review of the current door-to-door solicitation permit system also demonstrates opportunities to create administrative efficiencies and savings by shifting primary responsibility for compliance on business owners.

H. Council concludes that amendments to align the requirements of Article IV, Division 1 of the Code with other City licenses and permits will consistency in City regulation, efficient use of public resources, and continuation of the program to serve the privacy and safety interests of City residents.

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

FORT COLLINS that Chapter 15, Article IV, Division 1 of the Code of the City of Fort Collins is hereby amended to read as follows:

ARTICLE IV.
AUCTIONS, SPECIAL SALES AND SOLICITATIONS

Division 1

Door-to-Door Solicitation

Sec. 15-106. Title; purpose.

. . .

(b) The provisions of this Division are intended to balance the First Amendment rights of residential solicitors in the City with the privacy, safety, health and welfare, of the City residents by:

(1) Requiring all commercial solicitors to conduct any door-to-door residential solicitation within the City pursuant to a permit and in compliance with this Division~~and identification badge issued by the City~~;

. . .

Sec. 15-107. Definitions.

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

. . .

Door-to-door commercial solicitation means attempting to make personal contact with a resident at ~~his or her~~their residence, without prior specific invitation by or appointment with the resident, for the primary purpose of:

. . .

Door-to-door noncommercial solicitation means attempting to make personal contact with a resident at ~~his or her~~ their residence, without prior specific invitation by or appointment with the resident, for the primary purpose of:

. . .

Sec. 15-109. No-solicitation list for commercial solicitations.

(a) Any owner or lawful occupant of any residence within the City who wishes to prohibit door-to-door commercial solicitation at ~~his or her~~ their residence may register the address of such residence with the City by completing a form prepared by the Financial Officer, which form may be submitted to the City either in person, by mail, or on the City's website. Such registration shall take effect thirty (30) calendar days after the date of the City's receipt of the registration form.

. . .

Sec. 15-110. Permit ~~and identification badge~~ required for all commercial solicitors.

. . .

(b) All permits shall be issued in the name of the applicant. ~~Upon issuance of each permit, the Financial Officer shall create and maintain a list of all persons authorized to engage in door-to-door commercial solicitation under the permit.~~ It shall be the sole responsibility of the permit holder to:

(1) Provide a copy of the permit to each person authorized to engage in solicitation under the permit;

(2) Ensure that each person authorized to solicit under the permit is wearing a visible identification badge with the name of the employer, permit holder, or commercial business represented; and

~~(2)~~(3) Ensure that each person authorized to solicit under the permit complies with the terms and conditions of the permit and with the provisions of this Division;

~~(3) Notify the Financial Officer in writing of any persons to be added to or deleted from the list of authorized solicitors; and~~

~~(4) Submit to the Financial Officer, for each person to be added to such list, the information required under Paragraph 15-111(a)(4), together with payment of the identification badge fee required under Subsection 15-111(c).~~

(c) The Financial Officer shall, within ten (10) business days of the City's receipt, via mail or in person, of a complete application for a permit under this Division, issue such permit, ~~together with identification badges for all persons authorized to engage in door-to-door commercial solicitation under the permit,~~ unless the Financial Officer determines that the permit application is denied under the criteria stated in § 15-115.

~~(d) Subsequent to the issuance of any permit, and upon receipt of the information and fee required under§ 15-115 below, the Financial Officer shall, within five (5) business days, issue an identification badge to any new or additional person to be authorized to solicit under the permit as long as such person is not prohibited under § 15-114. The Financial Officer shall also, within five (5) business days, issue a replacement~~

~~identification badge to any solicitor who, by affidavit, notifies the Financial Officer that his or her identification badge has been lost or stolen, and who pays an additional identification badge fee as established under Subsection 15-111(c).~~

~~(e) If an employer applies for and is granted a permit under this Division, the employer shall be entitled to obtain identification badges from the Financial Officer for each employee or agent authorized to solicit under the permit. The identification badges shall contain a photograph of the solicitor, bear the words "Permitted Solicitor," include the names of the employer and solicitor, and the expiration date of the permit.~~

Sec. 15-111. Application contents; fees.

(a) Each person applying for a door-to-door commercial solicitation permit shall file with the Financial Officer an affidavit on a form supplied by the Financial Officer stating:

(1) The full name, business address and business telephone number of the applicant;

(2) Information regarding the business as required by the Financial Officer, including, without limitation, its legal status and proof of registration with, or a certificate of good standing from, the Colorado Secretary of State;

~~(3) A complete list of all persons to be authorized to solicit under the permit and all supervising staff;~~

~~(4) For each person authorized to solicit under a permit and all supervising staff, the following information:~~

~~a. Names, address, telephone number and date of birth;~~

~~b. A current copy of the persons' criminal background check, as maintained by the Colorado Bureau of Investigation, dated no more than sixty (60) days prior to the date of the application;~~

~~c. A description of the individual including height, weight, color of eyes and color of hair; and~~

~~d. The number and state of issuance of the individual's motor vehicle operator's license or chauffeur's license, if any, or other state-issued photo identification.~~

~~(5)~~(3) A brief explanation of the nature of the solicitation activity that requires a permit under this Division;

~~(6)~~(4) If the applicant is a foreign corporation or an employee of such corporation, the name, address and telephone number of an agent for process residing in the state;

~~(7)~~(5) Proof that the applicant has obtained a valid City sales and use tax license;

~~(8)~~(6) Any other information determined to be relevant by the Financial Officer.

~~(b) At the time of application, the applicant shall also submit a photograph of each person to be authorized to solicit under the permit, taken no more than six (6) months prior to the date of application, which photograph fairly depicts the appearance of the proposed solicitor as of the date of application and which, in the judgment of the Financial Officer, is suitable for reproduction on the identification badge to be issued by the City.~~

~~(c)~~(b) At the time of application, each applicant shall pay a nonrefundable fee in an amount determined by the Financial Officer to be sufficient to defray the costs incurred by the City in processing the application~~, plus an additional fee to defray the costs of preparing and issuing an identification badge for each person to be authorized to solicit under the permit, including the applicant. Said fees shall be nonrefundable~~.

~~(d) At the time of application, the applicant shall pay a fifty-dollar deposit for each badge, to be refunded to the permit holder at the expiration of the term of the badge or upon revocation or voluntary relinquishment.~~

Sec. 15-112. Duration of permit; renewal.

. . .

(b) Any ~~permittee~~ permit holder wishing to renew a permit issued under this Division must apply for the renewal of the permit no less than thirty (30) days prior to the expiration of its term. ~~Said application shall be accompanied by a criminal background check as required under § 15-111(a)(4)b for each person who is to be authorized to solicit under the permit during the renewal term of the permit.~~ If a ~~permittee~~ permit holder fails to apply for such renewal within said thirty-day period of time, the permit will expire. The nonrefundable renewal fee for each ~~permittee~~ permit holder shall be determined by the Financial Officer in an amount sufficient to defray the costs incurred by the City in processing the renewal application. ~~Said fee shall be nonrefundable.~~

. . .

Sec. 15-114. ~~Persons prohibited.~~ Reserved

~~A person shall not be eligible for issuance of a permit or identification badge under this Division if:~~

> ~~(1) Such person has been released within the ten (10) years immediately preceding the application from any form of incarceration or court-ordered supervision, including a deferred sentence, resulting from a conviction of any~~

~~felony or Class 1 misdemeanor under the laws of the State of Colorado or an equivalent offense under any federal, state, county or municipal law; or~~

~~(2) A permit or an identification badge previously issued to such person by the Financial Officer under § 15-110 has been revoked by the Financial Officer under § 15-120 or § 15-121 below.~~

Sec. 15-115. Denial of permit.

The Financial Officer shall deny an application for a permit or any renewal of a permit under this Division if the Financial Officer determines that the applicant has:

(1) Made any material misrepresentation or false statement in the application for the permit; or

(2) Failed to obtain a sales and use tax license as required by the City or to remit any sales tax due the City. ~~; or~~

~~(3) Been convicted of a felony or Class 1 misdemeanor under the laws of the State of Colorado or an equivalent offense under any federal, state, county or municipal law.~~

. . .

Sec. 15-117. ~~Duty to display identification badge and to exhibit permit.~~ Reserved

~~(a) Any commercial solicitor engaging in door-to-door commercial solicitation under a permit issued pursuant to this Division shall conspicuously display his or her identification badge.~~

~~(b) Whenever requested by any police officer or by any customer or prospective customer, any commercial solicitor engaged in door-to-door commercial solicitation under a permit issued pursuant to this Division shall exhibit his or her identification badge and permit.~~

. . .

Sec. 15-120. ~~Suspension or revocation of identification badge.~~ Reserved

~~After written notice of no less than ten (10) calendar days and a hearing, if requested in writing by the badge holder within twenty (20) calendar days after the date of mailing of such notice, the Financial Officer may suspend or revoke the identification badge of any solicitor that has engaged in any unlawful solicitation. The grounds for such suspension or revocation may include, but shall not be limited to, the following:~~

~~(1) Failure to solicit in a manner that is in compliance with the permit and the provisions of this Division;~~

~~(2) Soliciting in such a manner as to constitute a menace to the health, safety or general welfare of the public.~~

~~In the event the alleged conduct that is the basis for the suspension or revocation of the identification badge is the subject of a pending criminal or non-traffic civil citation, the Financial Officer may either defer his or her decision regarding suspension or revocation until such citation has been resolved or immediately proceed with the foregoing administrative action prior to the resolution of such citation.~~

Sec. 15-121. Suspension, revocation or nonrenewal of permit.

After written notice of no less than ten (10) calendar days and a hearing if requested in writing by the ~~badge~~ permit holder within twenty (20) calendar days after the date of the mailing of such notice, the Financial Officer may suspend and revoke the ~~identification badge~~ permit of any permit holder or if the permit holder or its commercial solicitors ~~that has~~ have engaged in any unlawful solicitation. The grounds for such suspension or revocation may include, but shall not be limited to, the following:

(1) Fraud, misrepresentation or false statement in the application for the permit or any renewal application, including, without limitation, representations made as to the criminal history of any person to be authorized to solicit under the permit;

(2) Failure to obtain a sales and use tax license as required by the City or to remit any sales tax due the City;

(3) Failure to supervise solicitation conducted under the permit so as to reasonably ensure that such solicitation is in compliance with the terms and conditions of the permit and with the provisions of this Division; or

(4) Authorizing, condoning or knowingly tolerating any unlawful solicitation or any solicitation conducted in such a manner as to constitute a menace to the health, safety or general welfare of the public.

In the event the alleged conduct that is the basis for the suspension or revocation of the ~~identification badge~~ permit is the subject of a pending criminal or non-traffic civil citation, the Financial Officer may either defer ~~his or her~~ their decision regarding suspension or revocation until such citation has been resolved or immediately proceed with the foregoing administrative action prior to the resolution of such citation.

Sec. 15-122. Emergency summary suspension of ~~identification badge or~~ permit.

(a) If reasonable grounds exist to believe that the permit holder or its commercial solicitors ~~a permittee and/or badge holder has~~ have engaged in illegal activity such that the public health, safety or welfare imperatively requires emergency action, the Financial Officer may summarily suspend the permit issued under this Division ~~and/or badge~~

pending the outcome of the proceedings set forth in § 15-120 or § 15-121 above, as applicable.

(b) The temporary suspension of a permit ~~or badge~~ without notice pending a hearing shall be for a period not to exceed fifteen (15) days.

Sec. 15-123. ~~Displaying a badge after suspension, revocation or nonrenewal.~~ Reserved

~~No person shall display an identification badge after it has been invalidated by suspension, revocation or nonrenewal.~~

Sec. 15-124. ~~Promulgation of rules and regulations.~~ Reserved

~~The Financial Officer may promulgate administrative rules and regulations to effectuate the purposes of this Article.~~

Sec. 15-125. ~~Records.~~ Reserved

~~The Financial Officer shall maintain records showing each permit issued and the alleged violations of this Division.~~

Sec. 15-126. Appeal.

An applicant may appeal any decision relating to ~~his or her~~ the applicant's permit by the Financial Officer or hearing officer to the City Manager in accordance with Chapter 2, Article VI of the City Code. The City Manager's decision ~~shall be~~ is final and not subject to further appeal.

. . .

Sec. 15-128. Violations and penalties.

In addition to the revocation, suspension or denial of a permit ~~or identification badge~~ issued under this Division, any applicant, ~~permittee~~ permit holder, or solicitor who violates any of the provisions of this Division, and any person who violates §§ 15-108, 15-109, 15-115 or 15-117, shall be guilty of a misdemeanor punishable in accordance with § 1-15.

Introduced, considered favorably on first reading on August 19, 2025, and approved on second reading for final passage on September 2, 2025.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: September 12, 2025
Approving Attorney: Dianne Criswell

Exhibit: None

File Attachments for Item:

22. Resolution 2025-074 Authorizing the City Manager to Execute a Grant Agreement (AIP Project No. 3-08-0023-047-2025) Between the City of Fort Collins, the City of Loveland, and the Federal Aviation Administration for the Runway 15-33 Widening Project at Northern Colorado Regional Airport.

The purpose of this item is to authorize the Fort Collins City Manager to execute a grant agreement with the Federal Aviation Administration (FAA) and the City of Loveland to secure federal funding for the Runway 15-33 Widening Project at Northern Colorado Regional Airport (FNL). This critical infrastructure project, identified in the Airport's 2020 Master Plan and Capital Improvement Plan (CIP), is necessary to bring the primary runway into compliance with FAA design standards for aircraft such as the Airbus A319/A320 and Boeing 737, which are commonly used in commercial aviation.

The FAA Airport Improvement Program (AIP) grant is expected to provide $16,730,725 in fiscal year 2025 funding toward the total project cost of $19,385,103. This amount is pending final FAA review and approval. A draft grant agreement has been provided, and the FAA anticipates issuing the final grant during the first or second week of September. To secure the funding and preserve the project's eligibility under the FAA's fiscal year 2025, the grant must be accepted no later than September 18, 2025. The Colorado Department of Transportation's Division of Aeronautics will contribute $250,000 in matching funds, with the remaining local match of $630,564 to be covered by Airport reserves.

The remaining project funding will be secured through a $1,690,254 Infrastructure Investment and Jobs Act (IIJA) grant in fiscal year 2026, supplemented by matching contributions of $44,480 each from CDOT and local Airport reserves. This will bring the total local funding contribution for the project to $675,045.

The project will be delivered in two construction phases in 2026 to minimize disruption to general aviation operations. This phased approach was developed in response to stakeholder input and allows continued limited use of the runway during construction. Along with the new terminal facility and the Airport's inclusion in the Federal Contract Tower Program—which provides air traffic control services through private contractors rather than FAA employees—this project will strengthen the Airport's ability to attract and retain commercial airline service.

August 19, 2025

AGENDA ITEM SUMMARY
City Council

STAFF

Dylan Swanson, Airport Operations & Facility Manager
Aaron Ehle, Planning & Business Development Specialist

SUBJECT

Resolution 2025-074 Authorizing the City Manager to Execute a Grant Agreement (AIP Project No. 3-08-0023-047-2025) Between the City of Fort Collins, the City of Loveland, and the Federal Aviation Administration for the Runway 15-33 Widening Project at Northern Colorado Regional Airport.

EXECUTIVE SUMMARY

The purpose of this item is to authorize the Fort Collins City Manager to execute a grant agreement with the Federal Aviation Administration (FAA) and the City of Loveland to secure federal funding for the Runway 15-33 Widening Project at Northern Colorado Regional Airport (FNL). This critical infrastructure project, identified in the Airport's 2020 Master Plan and Capital Improvement Plan (CIP), is necessary to bring the primary runway into compliance with FAA design standards for aircraft such as the Airbus A319/A320 and Boeing 737, which are commonly used in commercial aviation.

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STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

The Airport is jointly owned by the Cities of Fort Collins and Loveland. In 2015, the two cities entered into an intergovernmental agreement (IGA) establishing the Northern Colorado Regional Airport Commission (the ”Commission”) to provide oversight and strategic direction for the Airport. While the Commission is responsible for overall management and planning, major decisions such as budget approvals, non-standard lease agreements, and large capital projects require final approval from both City Councils.

Runway 15-33 is the primary runway at Airport and currently measures 100 feet wide. FAA design standards for Aircraft Design Group III (ADG III) aircraft require a minimum width of 150 feet. Widening the runway is necessary to bring the airfield into compliance with these standards and will enhance operational safety, extend the useful life of the runway, and reduce long-term maintenance and utility costs for the Airport.

The project has been in development for several years in close coordination with the FAA and CDOT Aeronautics and has included extensive planning, design, and stakeholder engagement. Based on feedback from Airport tenants and users during the design phase, a two-phase construction approach was adopted to allow smaller general aviation aircraft to continue operating during construction. While this approach increased project costs, the FAA approach in considering its grant award is to fund the additional expense to help minimize operational disruptions.

The project scope includes:

- Widening the runway from 100 feet to 150 feet
- Replacing outdated lighting and signage systems with energy-efficient LED technology
- Replacing Precision Approach Path Indicators (PAPIs) with LED technology
- Installing new edge drains and stormwater infrastructure
- Reconstructing connector taxiways to meet FAA geometry standards
- Applying a seal coat and new pavement markings

Construction on the project is scheduled to begin in April 2026 and is expected to take approximately 203 calendar days to complete. Runway operations will be limited for approximately 161 of those days.

The FAA has prioritized this project by covering the $2 million shortfall between the engineer’s estimate and the lowest responsive construction bid, demonstrating the agency’s strong commitment to enhancing the Airport‘s infrastructure and readiness for commercial air service. Additional Council action will be required to appropriate additional project funding and to award the contracts for the management and construction of the project.

CITY FINANCIAL IMPACTS

There is no direct impact on City finances. Appropriations of the City’s share of the local match for the FAA Grant for the Runway 15-33 widening project which is 50% of the $630,564, as well as the grant revenue for the project were both included in the 2025 budget for the airport, which was authorized by Council Ordinance No. 153, 2024.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

On May 15, 2025, Commission members unanimously approved Resolution #R-3-2025, recommending that the Loveland and Fort Collins City Councils approve grant agreements with the FAA and the Colorado Department of Transportation for the Runway 15-33 widening project, provided that the local match does not exceed $750,000.

PUBLIC OUTREACH

The runway widening project is a key component of the 2020 Airport Master Plan, which was developed with extensive stakeholder input gathered through more than 30 public meetings and adopted by both City Councils.

Since 2023, the project has been a topic of discussion at 26 Airport Commission meetings and two stakeholder meetings.

In 2023, stakeholder feedback was collected through a survey that helped shape the two-phase construction plan that allows small general aviation aircraft to continue operating during the project

ATTACHMENTS

1. Airport Commission Resolution R-3-2025
2. Resolution 2025-074

RESOLUTION #R-3-2025

A RESOLUTION RECOMMENDING APPROVAL TO THE LOVELAND CITY COUNCIL AND FORT COLLINS CITY COUNCIL OF GRANT AGREEMENTS WITH THE FEDERAL AVIATION ADMINISTRATION AND THE COLORADO DEPARTMENT OF TRANSPORTATION FOR THE RUNWAY 15-33 WIDENING PROJECT

WHEREAS, the Northern Colorado Regional Airport Commission ("Commission") was established by the City of Loveland ("Loveland") and the City of Fort Collins ("Fort Collins") (together, the "Cities") pursuant to that certain Amended and Restated Intergovernmental Agreement for the Joint Operation of the Fort Collins-Loveland Municipal Airport dated January 22, 2015 ("2015 IGA"), to effectuate changes to the governance structure and pursue development of the Fort Collins-Loveland Airport (now known as the Northern Colorado Regional Airport) as a regional airport ("Airport"). The IGA was amended in 2016 and 2019; and

WHEREAS, pursuant to the 2015 IGA, as amended, the Cities reserved certain management and policy making issues that require approval of the City Councils, including the approval of and participation in federal and state grant agreements. The Cities granted certain authority to the Commission, including the authority to enter into grant agreements, so long as such grant agreements do not include commitment of Airport revenues and funds for grant matches of more than $300,000 from appropriated funds included in the Airport's adopted budget, provided such grants are within the respective City Managers' authority; and

WHEREAS, the Cities desire to begin a capital improvement project consisting of construction of the Runway 15-33 Widening Project (the "Project") that Airport staff anticipates will cost $19,385,103; and

WHEREAS, the Federal Aviation Administration ("FAA") provides formulary grant funding through the Airport Improvement Program ("AIP") based upon certain criteria to eligible airports to enable those airports to maintain, repair, and construct various areas of Airport pavement in order to support the aeronautical uses at the Airport. This funding includes entitlement funding, awarded annually to eligible airports based on a formula ("AIP Entitlement Funds"), and discretionary funding, awarded through a competitive process to supplement entitlements ("AIP Discretionary Funds"); and

WHEREAS, the Colorado Department of Transportation ("CDOT") utilizes state-collected aviation fuel taxes to fund a portion of the local match required for the FAA's AIP grants ("CDOT Match Funds"); and

WHEREAS, the FAA also provides grant funding through the Infrastructure Investment and Jobs Act and its Airport Infrastructure Grant program ("AIG Funds") that can be invested in runways, taxiways, safety and sustainability projects, terminals, airport transit connections, and roadway projects; and

WHEREAS, the Cities applied for AIP Entitlement Funds, AIP Discretionary Funds,

CDOT Match Funds, and AIG Funds to fund the Project (collectively, the "Grants"); and

WHEREAS, based on discussions with the FAA and CDOT, Airport staff anticipates the award of approximately $740,187 in AIP Entitlement Funds, $15,985,407 in AIP Discretionary Funds, $1,690,254 in AIG Funds, and $428,433 in CDOT Match Funds; and

WHEREAS, based on discussions with the FAA and CDOT, Airport staff anticipates that the Airport's local match will be an amount not to exceed $496,342 for the AIP grants and $44,480 for the AIG Funds, for a total of $540,822; and

WHEREAS, while Airport staff is confident based on indications from the FAA and CDOT that the Airport's local match will continue to decrease as the FAA and CDOT provide increased funding, the Airport's total local match could be as much as $750,000; and

WHEREAS, the FAA's fiscal calendar and budget year create a situation in which the Grants, when awarded, will leave the Cities with a very short timeline to approve the awarded Grants; and

WHEREAS, to ensure execution of the Grants within the FAA's timeline, Airport staff seeks a recommendation of the Commission to the Cities to approve the Grants for the Project and authorize execution of the Grants with a local Airport match in a total amount not to exceed $750,000, with Airport staff's expectation that the match will be significantly less than that amount, to enable expedient execution of the Grants within the FAA's timeline; and

WHEREAS, the Commission desires to recommend to the Loveland City Council and Fort Collins City Council to approve the Grants for the Project and authorize all actions necessary to execute the Grants with a total local Airport match in an amount not to exceed $750,000.

NOW, THEREFORE, BE IT RESOLVED BY THE NORTHERN COLORADO REGIONAL AIRPORT COMMISSION:

Section 1. That the Commission recommends that the Loveland City Council and Fort Collins City Council approve the Grants for the Project and authorize all actions necessary to execute the Grants with a total local Airport match in an amount not to exceed $750,000.

Section 2. That this Resolution shall be effective as of the date and time of its adoption.

ADOPTED this 15th day of May, 2025.

Jeni Arndt, Chair
Northern Colorado Regional Airport Commission

ATTEST:

Secretary

APPROVED AS TO FORM:

Assistant City Attorney

RESOLUTION 2025-074
OF THE COUNCIL OF THE CITY OF FORT COLLINS AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (AIP PROJECT NO. 3-08-0023-047-2025) BETWEEN THE CITY OF FORT COLLINS, THE CITY OF LOVELAND, AND THE FEDERAL AVIATION ADMINISTRATION FOR THE RUNWAY 15-33 WIDENING PROJECT AT NORTHERN COLORADO REGIONAL AIRPORT

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

B. The Cities currently operate and maintain the Airport pursuant to that certain Amended and Restated Intergovernmental Agreement for the Joint Operation of the Fort Collins-Loveland Airport, dated January 22, 2015, as amended (the "IGA").

C. The Cities, by resolution, have adopted the Airport Master Plan, which contains the construction of a new terminal facility as a short-term priority.

D. The Federal Aviation Administration ("FAA") provides grant funding to eligible airports to enable those airports to pursue, in a timely manner, capital improvements included within an adopted Airport Master Plan.

E. The Cities have applied for FAA airport infrastructure grant funding for the purpose of designing and constructing a widened runway at the Airport (AIG Project No. 3-08-0023-047-2025) (the "Project").

F. The FAA has notified the Airport and the Cities that an allocation of $16,730,725 is likely to be available for this Project from grant funds released at the end of the current FAA grant cycle.

G. If awarded, the capital grants funds provided by the FAA for this Project will be subject to the Cities' execution of the standard FAA grant agreement modified to reflect the purpose of AIG Project No. 3-08-0023-047-2025 (the "2025 AIG Agreement"), shown on Exhibit A, attached hereto and incorporated by this reference, and require a local match from the Cities of $675,045, divided equally between the Cities. The funds from the Cities and this federal grant have been previously appropriated as part of the Airport's 2025 budget, by Council approval of Ordinance No. 153, 2024.

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 2025 AIG Agreement is hereby approved.

Section 2. The City Council hereby authorizes the City Manager to execute the 2025 AIG Agreement on behalf of the City in substantially the form attached hereto as Exhibit A, together with such additional or modified terms and conditions as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to protect the interests of the City and advance the purposes set forth in this Resolution.

Passed and adopted on August 19, 2025.

_____
Mayor

ATTEST:

_____
Sr. Deputy City Clerk

Effective Date: August 19, 2025
Approving Attorney: Dianne Criswell

Exhibit A: 2025 AIG Grant Agreement

U.S. Department of Transportation Federal Aviation Administration

Airports Division Northwest Mountain Region Colorado, Utah, Wyoming

Denver Airports District Office: 26805 E 68th Ave, Ste 224 Denver, CO 80249-6339

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Mr. Jim Thompson
City Manager
500 East 3rd Street
Suite 300
Loveland, CO 80537

Ms. Kelly DiMartino
City Manager
300 La Porte Avenue
Fort Collins, CO 80522

Dear Mr. Thompson and Ms. DiMartino:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0023-047-2025 at Northern Colorado Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 18, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Todd Minnich, (303) 342-1279, todd.e.minnich@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{{Sig_es_:signer1: signature}}

Jesse A. Lyman
Manager, Denver Airports District Office

U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2025 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	**{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}**
Airport/Planning Area	Northern Colorado Regional Airport
Airport Infrastructure Grant Number	3-08-0023-047-2025 [Contract Number: DOT-FA25NM-1123]
Unique Entity Identifier	EJKMMHAX3VU6

TO: City of Loveland, Colorado and Fort Collins, Colorado

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated XXXX for a grant of Federal funds for a project at or associated with the Northern Colorado Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Northern Colorado Regional Airport (herein called the "Project") consisting of the following:

Expand Runway 15/33 (about 91% of construction)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $XXXX.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $XXXX for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period except as noted in 49 U.S.C § 47142(b).
      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR §

200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before XXXX, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

   a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

   b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

    c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

1. *Posting of contact information.*

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:

i. Severe forms of trafficking in persons;
ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
iii. The use of forced labor in the performance of this grant; or any subaward; or
iv. Acts that directly support or advance trafficking in persons, including the following acts:
a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
d) Charging recruited employees a placement or recruitment fee; or
e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:

a) Associated with the performance under this Grant; or

b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with the performance under this Grant; or
         b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

   b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.

   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

   d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

   a. "Employee" means either:

      i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

   b. "Private Entity" means:

i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

ii. The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated June 2020, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.

27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.

28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the

Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

30. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at https://www.congress.gov/bill/118th-congress/house-bill/3935/text.

31. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and

    b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable Federal anti-discrimination laws.

32. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

33. **National Airspace System Requirements**

a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

(1) additional conditions on the award;
(2) consistent with 49 U.S.C chapter 471,.any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
(3) any other remedy legally available.

c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).

34. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

35. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration**. The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

36. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).

37. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if

applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).

38. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

39. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that it will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26 including any amendments thereto), and if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23, including any amendments thereto).

40. **Airport - Owned Visual or Electronic Navigation Aids in Project.** The Sponsor agrees that it will:

    a. Provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment unless the equipment is transferred by agreement to the FAA in accordance with 49 U.S.C. § 44502(e);

    b. Prior to commissioning, assure the equipment meets the FAA's standards; and

    c. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.

41. **Airports Geographic Information System (GIS) Survey.** If the Airport's GIS survey is not reflected in the Airports Data Information Portal (ADIP) meeting FAA requirements within four (4) years from the date of grant execution, then the Sponsor may be required to repay that portion of this Grant related to survey work.

42. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

    a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

    b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

    c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

        1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

            i. Location of all runways, taxiways, and aprons;

            ii. Dimensions;

            iii. Type of pavement; and,

            iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

2. Inspection Schedule.

    i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

    ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

    i. Inspection date;

    ii. Location;

    iii. Distress types; and

    iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

43. **Project Containing Paving Work in Excess of $500,000.** The Sponsor agrees to:

a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

    1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

    2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

    3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);

    4. Qualifications of engineering supervision and construction inspection personnel;

    5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

    6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

44. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

45. **Usable Unit of Development**. The FAA and the Sponsor agree this Grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the Sponsor receives any additional federal funding.

46. **Duffy Plaintiff Special Term**. Pursuant to the court's preliminary injunction order in State of California v. Duffy, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

"[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

{{Sig_es_:signer1:signature:dimension(height=12mm, width=70mm)}}

(Signature)

{{N_es_:signer1:fullname }}

(Typed Name)

{{N_es_:signer1:title }}

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated **{{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}**

CITY OF LOVELAND, COLORADO

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: **{{N_es_:signer2:fullname }}**

(Typed Name of Sponsor's Authorized Official)

Title: **{{*Ttl_es_:signer2:title }}**

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es_:signer3:fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Colorado__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at **{{DateTime_es_:signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: {{Sig_es_:signer3:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[4]

Dated **{{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}**

CITY OF FORT COLLINS, COLORADO

(Name of Sponsor)

{{Sig_es_:signer4:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: **{{N_es_:signer4:fullname }}**

(Typed Name of Sponsor's Authorized Official)

Title: **{{*Ttl_es_:signer4:title }}**

(Title of Sponsor's Authorized Official)

[4] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es_:signer5: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Colorado__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[5]

Dated at **{{DateTime_es_:signer5:calc(now()):format(date," mmmm d, yyyy")}}**

By: {{Sig_es_:signer5:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

[5] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]
l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The **(City of Loveland, Colorado and City of Fort Collins, Colorado)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;

   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;

   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of January 16, 2025.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

File Attachments for Item:

23. Resolution 2025-075 Authorizing the Execution of an Intergovernmental Agreement Between the City of Fort Collins, Colorado and Larimer County for the Maintenance of Jointly Owned Roadways.

The City shares many roadway maintenance responsibilities with Larimer County. Shared maintenance responsibilities between our respective boundaries can include roadside mowing, snow removal, pavement marking, sign maintenance and roadway surface maintenance. The attached Intergovernmental Agreement (IGA) details two areas where both the City and County share common boundaries and wish to jointly perform surface maintenance on the roadway.

August 19, 2025

AGENDA ITEM SUMMARY
City Council

STAFF

William Welborn, Civil Engineer III
Darren Moritz, Streets Assistant Director/Street Maintenance Program Manager
Mallory Gallegos, Director, Street Maintenance & Operations

SUBJECT

Resolution 2025-075 Authorizing the Execution of an Intergovernmental Agreement Between the City of Fort Collins, Colorado and Larimer County for the Maintenance of Jointly Owned Roadways.

EXECUTIVE SUMMARY

The City shares many roadway maintenance responsibilities with Larimer County. Shared maintenance responsibilities between our respective boundaries can include roadside mowing, snow removal, pavement marking, sign maintenance and roadway surface maintenance. The attached Intergovernmental Agreement (IGA) details two areas where both the City and County share common boundaries and wish to jointly perform surface maintenance on the roadway.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

To minimize cost, increase efficiency and provide a streamlined process for road maintenance activities for the community, the City and Larimer County wish to coordinate maintenance of shared ownership roadways and share associated costs. The attached IGA sets forth the mutual obligations of the City and the County with respect to two areas where both the City and County share common boundaries and wish to perform surface maintenance on the roadway. Pursuant to this IGA, the City will reimburse the County up to the amount specified for work performed by the County on the shared roadways. This effort will be managed by the County, however, it will have both City and County staff project oversight.

Larimer County has already approved and signed their portion of the proposed agreement.

CITY FINANCIAL IMPACTS

Project costs will be shared with Larimer County. The agreement details a not-to-exceed cost due to the County from the City upon project completion.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Resolution 2025-075

RESOLUTION 2025-075
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITTY
OF FORT COLLINS, COLORADO AND LARIMER COUNTY FOR
THE MAINTENANCE OF JOINTLY OWNED ROADWAYS

A. The City of Fort Collins ("City") and Larimer County ("County") each maintain a network of roads, many of which are shared along their common boundaries This maintenance includes roadside mowing, snow removal, pavement marking, sign maintenance and roadway surface maintenance.

B. To minimize cost, increase efficiency, and provide a streamlined process for road maintenance activities, the City has entered into intergovernmental agreements with the County to provide for coordinated maintenance of these shared roadways and sharing of the associated costs.

C. The attached intergovernmental agreement ("IGA") between the City and County provides for coordinated maintenance activities to be completed by the County on shared roadway areas of Richards Lake Road and Horsetooth Road (Larimer County Road 40) between July 8, 2025, and July 7, 2026.

D. Colorado Revised Statutes Section 29-1-203(1) permits governments to "cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units, including the sharing of costs, the imposition of taxes, or the incurring of debt, only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve…".

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

F. City Code Section 1-22(b)(2)(b) requires the City Council to approve all IGAs that require the City to make a direct, monetary payment over $50,000. The attached IGA requires the City to reimburse the County up to $130,000 and $50,000 for road maintenance performed on Richards Lake Road and Horsetooth Road respectively.

G. City Council has determined that the IGA is in the best interests of the City and that the City Manager should be authorized to execute the IGA between the City and County in support thereof.

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

Section 1. City Council hereby authorizes the City Manager to execute, on behalf of the City, an IGA in substantially the form attached hereto as Exhibit A, together with such modifications and additions as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to protect the interests of the City or effectuate the purposes of this Resolution as set forth above.

Section 2. During the term of the IGA the City Manager, in consultation with the City Attorney, also is authorized to approve and execute amendments to the IGA consistent with this Resolution so long as the City Manager determines such amendments: (a) are reasonably necessary and appropriate to protect the City's interests or provide a benefit to the City; (b) effectuate the purposes of this Resolution; and (c) limit the City's financial obligation to expenditure of funds already appropriated and approved by Council or conditioned upon such appropriation.

Passed and adopted on August 19, 2025.

_____
Mayor

ATTEST:

_____
Sr. Deputy City Clerk

Effective Date: August 19, 2025
Approving Attorney: Madelene Shehan

Exhibit: Exhibit A – IGA For Shared Roadways Maintenance Cost

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FORT COLLINS, COLORADO AND LARIMER COUNTY, COLORADO REGARDING SHARED ROAD MAINTENANCE COSTS

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 8 day of July 2025, (the "Effective Date") by and between the CITY OF FORT COLLINS, COLORADO, a Colorado Municipal Corporation (the "City") and the COUNTY OF LARIMER (the "County") (the City and the County may be collectively referred to herein as the "Parties" or, individually, as a "Party").

RECITALS

WHEREAS, the City and the County each maintain a network of roads;

WHEREAS, because the Parties share common boundaries, many of these roads are shared;

WHEREAS, in maintaining their respective roadways, the Parties strive to use the most efficient and cost-effective methods;

WHEREAS, in order to minimize cost, increase efficiency, and provide a streamlined process for road maintenance activities, the Parties wish to coordinate maintenance of shared roadways from time to time and share associated costs in accordance with this Agreement;

WHEREAS, the Parties, as Colorado governmental entities, are authorized by the provisions of Article XIV, Section 18(2)(a), Colorado Constitution, and Sections 29-1-201, *et. seq.,* C.R.S., to enter into contracts with each other for the performance of functions that they are authorized by law to perform on their own; and

WHEREAS, the Parties and their respective constituents will benefit jointly from coordination of maintenance of shared roadways.

NOW, THEREFORE, in consideration of the mutual promises herein, the Parties agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are hereby incorporated as though fully set forth herein.

2. Term & Termination. The term of this Agreement shall be one (1) year, beginning from the Effective Date noted above, unless sooner terminated by either Party pursuant to this Agreement. Either Party may terminate this Agreement for convenience upon thirty (30) days' advance written notice or may terminate this Agreement immediately upon written notice for cause.

3. Maintenance Activities.

   a. Richards Lake Road Project. In 2025, the County shall perform maintenance on both County and City maintenance responsibility areas on Richards Lake Road (also known as Larimer County Road 52) from approximately 50 linear feet East of Thoreau Drive, to the West side of the Richards Lake Road and the Giddings Road intersection. The maintenance shall include asphalt milling, asphalt patching, an asphalt overlay, roadway restriping and shoulder leveling of the roadway.

   b. Larimer County Road 40 (Horsetooth Road) Project. In accordance with *Larimer County, Colorado Division of Public Works, Road Construction Plans for Proposed County Road 40 Improvements, Larimer County Project NO. 349*, incorporated herein by this reference, the County shall perform work on City maintenance responsibility areas on Larimer County Road 40 (Horsetooth Road) between the Ziegler Road and Horsetooth Road intersection to the Horsetooth and South County Road 7 intersection. Specific work in the City maintenance areas shall include roadway grading, installation of roadway underdrains, ditch grading and drainage improvements, subgrade stabilization, and roadway shouldering.

4. Payment. The City shall pay the County up to $130,000.00 towards the Richards Lake Road Project and up to $50,000.00 toward the Larimer County Road 40 (Horsetooth Road) Project. The County shall submit all invoices when the respective project is complete to the City at invoices@fcgov.com. Upon receipt of an invoice from the County for the Maintenance performed in connection with this Agreement, the City will promptly review the invoice and direct questions to the County within seven (7) calendar days of receipt or, if no questions or concerns exist, shall make payment in full to the County within thirty (30) days of receipt. To the extent the Parties disagree about any charge on an invoice, the Parties agree to cooperate in good faith to remedy the disagreement.

5. Subject to Appropriation; No Multiple Year Obligation. This Agreement shall be subject to annual appropriations pursuant to Article X, Section 20 of the Colorado Constitution. All financial obligations of each Party arising under this Agreement are contingent upon funds for that purpose being annually appropriated, budgeted, or otherwise made available by the governing body of the Party, and do not establish debts or other multi-fiscal year obligations thereof. If the governing body of either Party shall fail to budget and appropriate funds for its share of expenses as described in this Agreement, then this Agreement shall terminate as of the end of the fiscal year for which such funds were last budgeted and appropriated.

6. Assignment. Neither Party may assign any rights or delegate any duties under this Agreement without the written consent of the other Party. Any attempt to assign this Agreement in the absence of such written consent shall be null and void ab initio.

7. Time is of the Essence. The Parties acknowledge that time is of the essence in the performance of this Agreement.

8. Employee Status. All employees of each governmental entity who perform any services in relation to this Agreement shall remain the employees solely of the governmental entity employing them to perform such services and not of any other party hereto. No party shall obtain, by virtue of paying or being reimbursed for any personnel costs, any direct control over the management, scheduling or facilities operated by another party.

9. No Partnership or Agency. The Parties enter into this Agreement as separate independent entities and each shall maintain that status throughout the term of this Agreement. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the Parties shall not be deemed or constitute partners, joint venture participants, or agents of the other. Any actions taken by the Parties pursuant to this Agreement shall be deemed actions as an independent contractor of the others.

10. Insurance. Regardless of which party requests, offers, grants or receives assistance under this Agreement, each party shall carry insurance to cover the actions of their own respective officers, employees, agents, or contractors for work performed in connection with this Agreement. The County shall be responsible for any and all claims, damages, liability and court awards, including costs and expenses incurred as a result of any action or omission of the County or its officers, employees, and agents, in connection with the performance of this Agreement. The City shall be responsible for any and all claims, damages, liability and court awards, including costs and expenses incurred as a result of any action or omission of the City or its officers, employees, and agents, in connection with the performance of this Agreement.

11. No Indemnification. Neither Party is authorized to indemnify any party, public or private, as against the claims and demands of third parties and any such indemnification provision in this Agreement shall be null and void. Any changes to the current indemnification provisions in the Software Contract must be agreed to in writing by the City.

12. Notice. Any notice required or permitted under this Agreement and all other correspondence between the Parties must be in writing and shall be deemed received when hand delivered or three (3) days after being sent by certified mail. Notices shall be addressed to the following:

If to FORT COLLINS: William Welborn, Civil Engineer III
City of Fort Collins Streets Department
625 Ninth Street
Fort Collins, CO 80524
970-221-6615

If to LARIMER: Todd Juergens, Larimer County Road & Bridge Director
Road and Bridge Department
6994 Rickenbacker Road
Loveland, CO 80538
970-498-5653

13. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, by any party, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., and under any other law, or as the assumption of any of the Parties of a debt, contract or liability of each other in violation of Article XI, Section 1 of the Constitution of Colorado.

14. No Personal Liability. No elected official, director, officer, agent or employee of the Parties shall be charged personally or held contractually liable under any term or provision of this

Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

15. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and sets forth the rights, duties, and obligations of each to the other as of the effective date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement with regard to the Software are of no force and effect.

16. No Third Party Beneficiary. The Parties understand and expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person. It is the express intention of the Parties that any person other than the signatories hereto receiving benefits under this Agreement shall be deemed to be an incidental beneficiary only.

17. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and, in such event, the Parties shall negotiate in good faith to replace such invalidated provision in order to carry out the intent of the Parties in entering into this Agreement.

18. Contract Modification. This Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

19. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

20. Signature Authority. By executing this Agreement, both Parties certify to the other that those signing this Agreement have the authorized signature authority to bind their respective organizations to the terms and conditions of this Agreement.

21. Binding Contract. This Agreement shall inure to and be binding on the successors and permitted assigns of the Parties.

22. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

23. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and rules and regulations issued pursuant thereto, and venue shall be in the County of Larimer, State of Colorado.

24. Legal Constraints. In no event shall either of the Parties exercise any power or take any action which shall be prohibited by applicable law.

25. Counterpart Execution. This Agreement may be executed in multiple counterparts; all counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart.

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

THE CITY OF FORT COLLINS, COLORADO, a municipal corporation

By: _____
Kelly DiMartino, City Manager

Date: _____

ATTEST:

_____
City Clerk

Date: _____

APPROVED AS TO FORM:

_____
City Attorney

Date: _____

COUNTY OF LARIMER, COLORADO

By: Kristin Stephens
Commissioner, County of Larimer

Date: 7-9-25

ATTEST:

_____
County Clerk - Deputy

Date: 7/8/2025

APPROVED AS TO FORM:

_____
County Attorney

Date: 6/2/25

LARIMER COUNTY CLERK SEAL COLORADO

File Attachments for Item:

24. Resolution 2025-076 Making Appointments to the Youth Advisory Board.

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

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

August 19, 2025

AGENDA ITEM SUMMARY
City Council

STAFF

Davina Lau, Public Engagement Specialist

SUBJECT

Resolution 2025-076 Making Appointments to the Youth Advisory Board.

EXECUTIVE SUMMARY

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

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

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

In 2023, Council adopted a Code of Conduct and updated Boards and Commissions Policy, along with other policies and procedures that apply to service on City boards and commissions. Each board and commission appointee is required to acknowledge and accept these requirements to take appointed office.

This Resolution appoints five individuals to fill vacancies left from previous board members. The appointments will begin and expire as noted next to each recommended name shown below and in the individual resolution.

Youth Advisory Board

Appointments	Term Effective Date	Expiration of Term
Ophelia Bliven (Seat C)	Immediately Upon Adoption of this Resolution	June 30, 2028
Kristy Yang (Seat F)	Immediately Upon Adoption of this Resolution	June 30, 2026
Garrett Putnam (Seat G)	Immediately Upon Adoption of this Resolution	June 30, 2029
Brooks Fohrman (Seat I)	Immediately Upon Adoption of this Resolution	June 30, 2028

Annalise Chaffee (Seat L)	Immediately Upon Adoption of this Resolution	June 30, 2027

CITY FINANCIAL IMPACTS

None.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

Public outreach to seek applicants for boards and commissions included a spotlight and press release on the City website, media releases for earned coverage in local media sources, and social media promotion of opportunities.

ATTACHMENTS

1. Youth Advisory Board Applications
2. Resolution 2025-076

VOLUNTEER APPLICATION

Ophelia Bliven

[redacted]

2/21/2025 6:18 PM

Application: **YAB - Youth Advisory Board**

Applicant Information

Birthday: [redacted] Gender: Female Education Level: High School

Address: [redacted] Phone: [redacted]

Availability

	S	M	T	W	T	F	S
Morning	☑	☐	☐	☐	☐	☐	☑
Afternoon	☑	☐	☐	☐	☐	☐	☑
Evening	☑	☑	☑	☑	☑	☑	☑

Volunteer Groups Applied For

Youth Advisory Board

Job Description

☑ I have read the job description

Questions

Which Council District do you live in? Please refer to the map at: https://gisweb.fcgov.com/HTML5Viewer/Index.html?Viewer=FCMaps&layerTheme=Council%20Districts	GMA
What school do you attend? If not attending traditional school please list alternative method of school.	Poudre High School
I acknowledge that I am willing to make the time commitment to attend monthly board meetings.	YES
How many hours per month are you willing to put in (including research, work, and meeting time) as a board member?	Im willing to put in as many hours as are needed or wanted of me!
What is your expected date of graduation?	May 2028
Volunteer experience (please include dates):	I have volunteered at Sky Corral Ranch over the summer. I worked every few days between June 9th and August 1, 2024. I volunteered at a c-team tournament that my softball team hosted on September 21st. I also volunteered at the Senior day game on September 28th. I went canning for a program that my school houses called Feed Our Families. This program gives food to people in the community who are struggling with food insecurity. I went canning on November 10th, 2024. During the holiday season, I went to Serve 6 8 in Loveland and helped put together

Ophelia Bliven [redacted]

	6.8 in Loveland and helped put together Christmas gifts for families who can't afford them. I did this on December 20th, 2024.
Have you applied for this board before? If yes, please explain.	I have not applied for this board before.
Why do you want to become a member of this particular board and what do you hope to gain from this experience?	I want to become a member of this board because I want to assist in making changes in my community that benefit the youth of Fort Collins. I also want to advocate for change on issues that I personally care about. I hope to gain confidence in my ideas through this experience. I also want to have experience with coming up with realistic solutions to problems in the community.
If applicable, please list any other clubs, groups, or other organizational bodies that you are a member.	I am in the International Baccalaureate (IB) pathway at my school. I am also in IB Student Leadership. I was on the softball team in the fall. I am apart of Feminists club.
I acknowledge that, as a board member, I must check my email communications regularly and respond to staff members in a timely manner.	YES
Have you ever been the subject of a code of conduct or ethics complaint? If yes, please explain.	No.
Have you ever been found in violation of the code of conduct or ethics rule? If yes, please explain.	No.
Are you willing to complete the required training if appointed?	YES
How did you learn of a vacancy on this board or commission?	Other (please specify); I heard about this board through a presentation in my Freshman Seminar class at school.

VOLUNTEER APPLICATION

Annalise Chaffee

[redacted]

6/3/2025 6:04 PM

Application: **YAB - Youth Advisory Board**

Applicant Information

Birthday: [redacted] Gender: Female Education Level: High School

Address: [redacted] Phone: [redacted]

Availability

	S	M	T	W	T	F	S
Morning	☐	☐	☐	☐	☐	☐	☐
Afternoon	☑	☐	☑	☐	☑	☐	☑
Evening	☑	☑	☑	☑	☑	☑	☑

Volunteer Groups Applied For

Youth Advisory Board

Job Description

☑ I have read the job description

Questions

Which Council District do you live in? Please refer to the map at: https://gisweb.fcgov.com/HTML5Viewer/Index.html?Viewer=FCMaps&layerTheme=Council%20Districts	5
What school do you attend? If not attending traditional school please list alternative method of school.	Rocky Mountain High School
I acknowledge that I am willing to make the time commitment to attend monthly board meetings.	YES
How many hours per month are you willing to put in (including research, work, and meeting time) as a board member?	4-7
What is your expected date of graduation?	May 2027
Volunteer experience (please include dates):	Fundraising and making blankets for the Fort Collins Rescue Mission- 2021 Rocky Cleaning/Organizing of Student Council's Den - November 2024 and March 2025 Bauder Elementary School Visit-October 2024 Food Bank Popups- April and May 2025 Spending time with a nonverbal teen- December 2024 Rocky Events (Debate Tournament and Craft Fair)- November 2024 and April 2025 TAC 212 advertisement at various schools- April 2025 and May 2025 TAC 212 BBQ- May 2025
Have you applied for this board before? If yes, please explain.	no

Why do you want to become a member of this particular board and what do you hope to gain from this experience?	I want to be a part of the Fort Collins Advisory Board because I believe it is a way that I can better connect and contribute to our community. For me, talking and connecting to people has always been an important part of my life. Most of my extracurriculars and other things I spend my time doing involve connecting more with the people around me. For example, I applied and was accepted into a Study Aboard Program in Yucatan, Mexico this summer. This type of program drew my attention because I am studying to become bilingual (Spanish and English), because I believe being able to speak someone's native language is a key factor to connecting with them. The program is also going to allow me to better understand the different perspectives of people who live in another country and are living a different life then me. Since I was a child I was always drawn to helping my community, which is another reason I want to be a part of this board. For example, when I was in 6th grade I fundraised over $600 and handmade over 20 blankets for the Fort Collins Rescue Mission, and since then I have been looking for ways to help this community more. I truly believe this advisory board is an amazing way to make an impact in our community, which I care about deeply. Overall, connecting to the people in my community is an extremely important thing to me, and I also would like to continue that following a career path in community engagement, international affairs, or immigration law. Regardless of my career path I would like help people in some way. I hope to gain more connections to leaders and people in my community by joining this board, so that I can further positively impact and change our community for the better. I also would love to learn more about our programs and aid for people in need in our city and contribute my ideas and suggestions to those programs as well. I hope being on this board will further my knowledge on this and allow more ability for me to give back to Fort Collins.
If applicable, please list any other clubs, groups, or other organizational bodies that you are a member.	Student Council, DECA, Arsenal Club Soccer (Fort Collins), Rocky Mountain High School Soccer, Link Crew (a Rocky club) ,
I acknowledge that, as a board member, I must check my email communications regularly and respond to staff members in a timely manner.	YES
Have you ever been the subject of a code of conduct or ethics complaint? If yes, please explain.	no
Have you ever been found in violation of the code of conduct or ethics rule? If yes, please explain.	no

Annalise Chaffee

[redacted]

Are you willing to complete the required training if appointed?	YES
How did you learn of a vacancy on this board or commission?	Other (please specify); My school video announcements, and later I talked to a friend about it who is already on the board.

VOLUNTEER APPLICATION

Brooks Fohrman

[redacted]

5/25/2025 6:42 PM

Application: **YAB - Youth Advisory Board**

Applicant Information

Birthday: [redacted] Gender: Male Education Level: High School

Address: [redacted] Phone: [redacted]

Availability

	S	M	T	W	T	F	S
Morning	☐	☑	☑	☑	☑	☑	☐
Afternoon	☐	☑	☑	☑	☑	☑	☐
Evening	☐	☐	☐	☐	☐	☐	☐

Volunteer Groups Applied For

Youth Advisory Board

Job Description

☑ I have read the job description

Questions

Which Council District do you live in? Please refer to the map at: https://gisweb.fcgov.com/HTML5Viewer/Index.html?Viewer=FCMaps&layerTheme=Council%20Districts	2
What school do you attend? If not attending traditional school please list alternative method of school.	Poudre high scool
I acknowledge that I am willing to make the time commitment to attend monthly board meetings.	YES
How many hours per month are you willing to put in (including research, work, and meeting time) as a board member?	8 to 10
What is your expected date of graduation?	May of 2028
Volunteer experience (please include dates):	Impalaween october 2024.
Have you applied for this board before? If yes, please explain.	No
Why do you want to become a member of this particular board and what do you hope to gain from this experience?	I want to learn more about the political process and local government in Fort Collins. I would also like to advocate for, and share the opinions of my generation on topics regarding the environment, clean transportation and energy, safety in schools, and activities for teenagers. I would hope to come out of this experience with a greater understanding of not only my local government but our community as well.
If applicable, please list any other clubs, groups, or other organizational bodies that you are a member.	Mock Trial 2024-25, Model UN 2024-25, Math club 2024-25, Poudre high school

Brooks Fohrman

[redacted]

	sponsored play: Anatomy of grey.
I acknowledge that, as a board member, I must check my email communications regularly and respond to staff members in a timely manner.	YES
Have you ever been the subject of a code of conduct or ethics complaint? If yes, please explain.	No
Have you ever been found in violation of the code of conduct or ethics rule? If yes, please explain.	No
Are you willing to complete the required training if appointed?	YES
How did you learn of a vacancy on this board or commission?	Other (please specify); Poudre school district sponsored events

VOLUNTEER APPLICATION

Garrett Putman

[redacted]

1/20/2025 3:47 PM

Application: **YAB - Youth Advisory Board**

Applicant Information

Birthday: [redacted] Gender: Male Education Level: Bachelors degree

Address: [redacted] Phone: [redacted]

Availability

	S	M	T	W	T	F	S
Morning	☐	☐	☐	☐	☐	☐	☐
Afternoon	☑	☑	☑	☑	☑	☑	☑
Evening	☑	☑	☑	☑	☑	☑	☑

Volunteer Groups Applied For

Youth Advisory Board

Job Description

☑ I have read the job description

Questions

Which Council District do you live in? Please refer to the map at: https://gisweb.fcgov.com/HTML5Viewer/Index.html?Viewer=FCMaps&layerTheme=Council%20Districts	2
What school do you attend? If not attending traditional school please list alternative method of school.	Boltz Middle
I acknowledge that I am willing to make the time commitment to attend monthly board meetings.	YES
How many hours per month are you willing to put in (including research, work, and meeting time) as a board member?	3 to 4 hours
What is your expected date of graduation?	2029
Volunteer experience (please include dates):	Scouts BSA - Cub Scout Camp Jack Nicol: Junior Camp Counselor - summer of 2022 and 2023 Shepardson Elementary - 2023 - present
Have you applied for this board before? If yes, please explain.	No
Why do you want to become a member of this particular board and what do you hope to gain from this experience?	I would like to become a member of this board because I hope to have influence in our community for both youth and adults. I want to gain the knowledge and experience of being a leader and representee of my age group and area.
If applicable, please list any other clubs, groups, or other organizational bodies that you are a member.	YRYLA (Young Rotary Youth Leadership Awards) - 2024 Troop 83 - BSA Scouts: 2022 - Present Order of the Arrow - May 2024

Garrett Putman

[redacted]

	First United Methodist Church Youth Group - 202 - present Piano - 2017-present Fort Collins Area Swim Team (FAST) - 2017 - present
I acknowledge that, as a board member, I must check my email communications regularly and respond to staff members in a timely manner.	YES
Have you ever been the subject of a code of conduct or ethics complaint? If yes, please explain.	No
Have you ever been found in violation of the code of conduct or ethics rule? If yes, please explain.	No
Are you willing to complete the required training if appointed?	YES
How did you learn of a vacancy on this board or commission?	Other (please specify); LeAnn Williams

Garrett Putman

[redacted]

Reliable, hard-working middle school student-athlete interested in joining the Youth Advisory Board. Driven to develop strong academic and leadership skills, involved in extensive extracurricular activities. Passionate about Fort Collins and its history.

Education - Poudre School District

- 8th grade, Class of 2029 - Boltz Middle School, 720 Boltz Dr Fort Collins, 80525
    - Algebra 1, Spanish 1A-B, Phoenix Singers, 8th grade concert choir

Academic Achievements

- National Junior Honor Society - 7,8
- Phoenix/ Citizen of the Month - 8
- Positive Referral - 6
- Yearbook - 7
- WEB (Where Everyone Belongs) - 8

Athletics

- Boltz Golf 7,8 (Expected)
- Fort Collins Area Swim Team (FAST) (Club); 2017-Present
    - State Qualifier - 2022-present

Extracurriculars and Clubs

- YRYLA (Young Rotary Youth Leadership Awards) - 2024
- Troop 83 - BSA Scouts: 2022 - Present
    - Current Rank: Life
    - Order of the Arrow - May 2024
    - Patrol Leader - 6, 7
    - Troop Scribe - 6, 7, 8
    - Assistant Senior Patrol Leader - 8
- First United Methodist Church Youth Group - 6,7,8
- Piano - 2017-present

Volunteer

- Scouts BSA - Cub Scout Camp Jack Nicol: Junior Camp Counselor - 5,6
- Shepardson Elementary - 7,8

VOLUNTEER APPLICATION

Kristy Yang

[redacted]

2/24/2025 12:08 PM

Application: **YAB - Youth Advisory Board**

Applicant Information

Birthday: [redacted] Gender: Female Education Level: High School

Address: [redacted] Phone: [redacted]

Availability

	S	M	T	W	T	F	S
Morning	☑	☐	☐	☐	☐	☐	☐
Afternoon	☑	☐	☐	☐	☐	☐	☐
Evening	☑	☐	☐	☐	☑	☐	☐

Volunteer Groups Applied For

Youth Advisory Board

Skills & Interests

Additional Skills / Interests: Chinese

Job Description

☑ I have read the job description

Questions

Which Council District do you live in? Please refer to the map at: https://gisweb.fcgov.com/HTML5Viewer/Index.html?Viewer=FCMaps&layerTheme=Council%20Districts	GMA
What school do you attend? If not attending traditional school please list alternative method of school.	Fort Collins High School
I acknowledge that I am willing to make the time commitment to attend monthly board meetings.	YES
How many hours per month are you willing to put in (including research, work, and meeting time) as a board member?	2-3 Hours
What is your expected date of graduation?	2026
Volunteer experience (please include dates):	Origami For Good (Sept -Present) Colorado FIRST (July-Present)
Have you applied for this board before? If yes, please explain.	No
Why do you want to become a member of this particular board and what do you hope to gain from this experience?	I would like to gain leadership skills and communication skills
If applicable, please list any other clubs, groups, or other organizational bodies that you are a member.	National Honor Society FRC Robotics

Kristy Yang

[redacted]

2/24/2025 12:[redacted]

	Science NHS HOSA Math NHS Tri-M NHS Give Next Origami For Good Key Club
I acknowledge that, as a board member, I must check my email communications regularly and respond to staff members in a timely manner.	YES
Have you ever been the subject of a code of conduct or ethics complaint? If yes, please explain.	No
Have you ever been found in violation of the code of conduct or ethics rule? If yes, please explain.	No
Are you willing to complete the required training if appointed?	YES
How did you learn of a vacancy on this board or commission?	Website

RESOLUTION 2025-076
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING APPOINTMENTS TO THE YOUTH ADVISORY BOARD

A. The Youth Advisory Board has vacancies due to the resignation of Vince Hochhalter and Jake Radis as well as the expiration of certain members terms.

B. Councilmembers interviewed candidates for these appointments on April 29, 2025 and July 2, 2025.

C. The City Council desires to make appointments to fill these vacancies on the Youth Advisory Board.

D. In 2023, the City Council adopted a Code of Conduct and updated Boards and Commissions Policy, along with other policies and procedures that apply to service on City boards and commissions. Each board and commission appointee is required to acknowledge and accept these requirements in order to take appointed office.

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 following named persons are hereby appointed to fill the open vacancies on the Youth Advisory Board with terms to begin and expire as noted below next to each appointee's name:

Youth Advisory Board

Appointments	Term Effective Date	Expiration of Term
Ophelia Bliven (Seat C)	Immediately Upon Adoption of this Resolution	June 30, 2028
Kristy Yang (Seat F)	Immediately Upon Adoption of this Resolution	June 30, 2026
Garrett Putnam (Seat G)	Immediately Upon Adoption of this Resolution	June 30, 2029
Brooks Fohrman (Seat I)	Immediately Upon Adoption of this Resolution	June 30, 2028
Annalise Chaffee (Seat L)	Immediately Upon Adoption of this Resolution	June 30, 2027

Section 2. No person appointed in this Resolution may take office until they have completed the required acknowledgement and acceptance of the Code of

Conduct and the applicable laws and policies that govern service on City of Fort Collins boards and commissions.

Passed and adopted on August 19, 2025.

_____
Mayor

ATTEST:

_____
Sr. Deputy City Clerk

Effective Date: August 19, 2025
Approving Attorney: Carrie Daggett

Exhibit: None

File Attachments for Item:

25. First Reading of Ordinance No. 141, 2025, Expressing Support for the Recommendations of the Civic Assembly and Adopting a Conceptual Framework for the Use and Management of the Hughes Stadium Site.

The purpose of this item is to consider an Ordinance to support the Civic Assembly's recommendations presented to Council on May 27, 2025, and to add additional specification to those recommendations.

August 19, 2025

AGENDA ITEM SUMMARY
City Council

STAFF

Rupa Venkatesh, Assistant City Manager
Ginny Sawyer, Project and Policy Manager

SUBJECT

First Reading of Ordinance No. 141, 2025, Expressing Support for the Recommendations of the Civic Assembly and Adopting a Conceptual Framework for the Use and Management of the Hughes Stadium Site.

EXECUTIVE SUMMARY

The purpose of this item is to consider an Ordinance to support the Civic Assembly's recommendations presented to Council on May 27, 2025, and to add additional specification to those recommendations.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

One of the identified 2024-2026 Council priorities is to develop a Hughes Site Master Plan for the approximately 165-acre site by engaging in an inclusive process to determine desired future uses on the site. Implementation of this priority resulted in a Civic Assembly process. Twenty delegates were randomly selected from across Fort Collins to reflect the city's demographic diversity in terms of age, Council district, housing status, household income, and educational attainment.

The Assembly convened for two full weekends: April 12-13 and May 3-4 to answer the following question:

> "Informed by the diverse needs of our community, what use of the Hughes site will contribute most effectively to Fort Collins' long-term vitality and meet the requirements outlined in the 2021 ballot measure?"

On May 27, 2025, staff and delegates from the Assembly presented the final report and recommendations to Council, which included:

- Property should be utilized for multiple uses to include a combination of bike park, open spaces, natural areas, trails and conservation/education features;
- Indigenous consultation, support, and opportunities should be included throughout the development of the site;
- Natural habitats should be restored throughout the development, as possible;
- Outdoor education and interpretation should be included;

- Multi-use center for public gathering, wildlife rehabilitation (i.e. wildlife hospital facility), learning and education, and Indigenous cultural representation ;
- Minimize light pollution;
- Include trail connections to Maxwell and Pineridge; and
- City will consult with land use experts, planners, architects, and designers for the optimal location of site features.

At an additional Work Session on July 8, 2025, staff presented a draft document of support for Council discussion. Based on feedback, the following updates have been incorporated:

- Ordinance language should stick as close as possible to the Civic Assembly recommendations;
- Uses recommended by the Civic Assembly should all use the same language, i.e. “the City will” vs “the City may include;”
- Specifically include wildlife rehabilitation as part of the environmental education partnership opportunities and increase acreage from 20 acres to 30 acres; and
- Clarification around “open space” (changed to City-owned land).

Also based on feedback from the work session, Council will consider referring the Ordinance as a ballot measure at the September 2 Council meeting.

The Ordinance will direct City staff to create development and management plans for the site in accordance with the following principles:

- Development and management of the Hughes Site will align with its zoning as Public Open Lands;
- The City will endeavor to engage in on-going consultations with Native American tribes and the Indigenous community throughout the development of the Hughes Site;
- The City will cultivate predominantly native and xeric vegetation and the Hughes Site will feature a naturalistic architectural palette;
- The City’s Natural Areas Department will acquire, maintain and restore a portion of the Hughes Site as a Natural Area, not to exceed 60 acres;
- On a portion of the Hughes Site not to exceed 30 acres, the City will provide environmental education partnership opportunities, to include but not be limited to wildlife rehabilitation, and zoning-appropriate structures;
- The City will develop and manage the remaining acreage as a park, to include but not be limited to the following amenities:
    - Connective trail system throughout the Hughes Site;
    - Bike park features, not to exceed 35 acres;
    - A community gathering space, available for reservation by permit; and
    - Any necessary supporting facilities, including restrooms, shade structures, trash collection, and parking.
- Existing uses such as the disc golf course and sledding hill may continue in appropriate locations according to the plans for the site;
- The City will manage features of the developed Hughes Site appropriately considering their respective lifecycles;
- Development and redevelopment of the Hughes Site will proceed over time as planning, design, and funding allow;

- City projects to develop the Hughes Site will proceed through the applicable components of the City's development review process to ensure compliance with all current standards (e.g. stormwater, lighting, etc.); and
- The City will manage the Natural Area in accordance with City laws and policies regarding Natural Areas. The City will manage the park in accordance with City laws and policies governing parks.

CITY FINANCIAL IMPACTS

Development and redevelopment of the Hughes Site will proceed over time once a site plan has been approved and as planning, design, and funding allow. Funding will be identified over time.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

A representative each from the Land Conservation and Stewardship (LCSB), Natural Resources, Parks and Recreation, and Youth Advisory Boards all participated in the Information Committee which was a critical element of the Civic Assembly process to curate information and initial presenters for their first weekend.

A Super Issues meeting was held on June 23, 2025, which was open to the public. Substantive questions centered around the site's planning details, civic assembly process, and community representation.

During their regular meeting on July 23, 2025, LCSB recommended that Council not adopt the Civic Assembly Resolution and Council not refer the Civic Assembly's recommendations to the ballot. Board minutes will be considered for approval during their August 13, 2025, meeting and a copy will be shared with Council in their read before packet.

PUBLIC OUTREACH

The project webpage (ourcity.fcgov.com/future-of-hughes) remains the central hub for updates, news and engagement. The site also serves as an information portal regarding the associated Civic Assembly process and recommendations and subsequent Council deliberations.

If Council refers this topic to the ballot, public engagement and communications efforts will conform with election-related policies, particularly regarding neutrality in public information and restrictions on advocacy during active ballot periods.

As this project marks the City's first use of a Civic Assembly as a community decision-making tool, we will also be conducting follow-up public engagement to gauge the community's feelings about (and knowledge of) the process and its effectiveness. This work is anticipated to start in fall 2025 following the election and after the final result of any ballot measures is known.

ATTACHMENTS

1. Proposed Resolution on Hughes Stadium Development (redlined)
2. Presentation
3. Ordinance No. 141, 2025

REDLINE CHANGES FROM JULY 8 WORK SESSION

RESOLUTION 2025-XXX
OF THE COUNCIL OF THE CITY OF FORT COLLINS
EXPRESSING SUPPORT FOR AND ELABORATING UPON THE
RECOMMENDATIONS OF THE CIVIC ASSEMBLY FOR THE
DEVELOPMENT AND MANAGEMENT OF THE HUGHES
STADIUM SITE

A. In 2021, a citizen-initiated ballot initiative was passed by the voters requiring the City to purchase the Hughes Stadium Site (the "Hughes Site"), rezone the 164-acre Hughes Site to Public Open Lands District (POL), and use the Hughes Site for "parks, recreation, and open lands, natural areas, and wildlife rescue and restoration."

B. The City and the Board of Governors of the CSU System signed a contract on March 2, 2023 for the City to purchase the Hughes Site. The transaction closed and the City acquired the Hughes Site on June 30, 2023. The total cost of the purchase, including closing costs, was $12,700,000.

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

D. Members of the Civic Assembly and City staff presented the Assembly's recommendations for the development and management of the Hughes Site to City Council on May 27, 2025. These recommendations included that the City should:

a) Develop and manage the Hughes Site for multiple uses to include a combination of bike park, open spaces, natural area, trails and conservation/education features;
b) Include Indigenous/Native American consultation, and provide support and opportunities for Indigenous communities;
c) Restore natural habitats throughout the development of the Hughes Site, as possible;
d) Include outdoor education and interpretation;
e) Multi-use center for public gatherings, wildlife rehabilitation (i.e. wildlife hospital facility), learning and education and Indigenous cultural representation;
~~e)~~ ~~Develop community gathering space~~;
f) Minimize light pollution;
g) Include trail connections to Maxwell and Pineridge Natural Areas; and
h) Consult with land use experts, planners, architects and designers for the optimal location of site features.

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REDLINE CHANGES FROM JULY 8 WORK SESSION

E. The City Council identified adoption of a general plan for use of the Hughes Site as one of its priorities for the 2024-2026 term.

F. Through this Resolution, City Council expresses its support for the Civic Assembly's recommendations to be included in the plan for development of the Hughes Site. The City Council further, through this Resolution, seeks to elaborate upon those recommendations by setting acreage limitations for certain uses, discussing best practices for open space design and management, and acknowledging that flexibility in the development and management of City owned land ~~open spaces~~ is necessary to meet the changing needs of Fort Collins over time. City Council also notes that it will be the work of future City Councils to implement the vision for the Hughes Site established in this Resolution.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS that the City Council supports the development and management of the Hughes Site in accordance with the following principles:

1) Development and management of the Hughes Site will align with its zoning as Public Open Lands;
2) The City will endeavor to engage in on-going consultations with Native American tribes and the Indigenous community throughout the development of the Hughes Site;
3) The City will cultivate predominantly native and xeric vegetation and the Site will feature a naturalistic architectural palette;
4) The City's Natural Areas Department will acquire, maintain and restore a portion of the Hughes Site as a Natural Area, not to exceed 60 acres;
5) On a portion of the Hughes Site not to exceed 30 acres, t~~T~~he City will provide environmental education partnership opportunities, to include but not limited to wildlife rehabilitation, and ~~including~~ zoning-appropriate structures~~, not to exceed 20 acres.~~
6) The City will develop and manage the remaining acreage as a park, to include but not limited to ~~which may include~~ the following amenities:
   a. Connective trail system throughout the Hughes Site;
   ~~b. Disc golf course;~~
   ~~c. Sledding hill;~~
   ~~d.~~b. Bike park features, not to exceed 35 acres;
   ~~e.~~c. A community gathering space, available for reservation by permit;
   ~~f.~~d. Any necessary supporting facilities, including restrooms, shade structures, trash collection, and parking.
7) Existing uses such as the disc golf course and sledding hill may continue in appropriate locations according to the plans for the site.

~~7)~~8) The City will manage features of the developed Hughes Site appropriately in light of their respective lifecycles;
~~8)~~9) Development and redevelopment of the Hughes Site will proceed over

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REDLINE CHANGES FROM JULY 8 WORK SESSION

time as planning, design and funding allow;

~~9)~~10) City projects to develop the Hughes Site will proceed through the applicable components of the City's development review process to ensure compliance with all current standards (e.g. stormwater, lighting, etc.).

~~10)~~11) The City will manage the Natural Area in accordance with City laws and policies regarding Natural Areas. The City will manage the park in accordance with City laws and policies governing parks.

Passed and adopted on August 19, 2025.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: [date]
Approving Attorney: [name]

Exhibits:

DRAFT

08-19-2025

Civic Assembly Recommendations

Addressing Council Priority to develop a Hughes Site Plan

Overview

2021
1
Ballot Measure Passes
June 2023
2
City acquires site from CSU
Aug 2024
3
Council approves use of Civic assembly
April – May
4
Civic assembly convenes
May 27, 2025
5
Council Work Session: Civic assembly provides recommendation
Jul 8
6
Council Work Session
Aug 19/Sept 2
7
Council considers Ordinance & Ballot Referral
Nov 2025
8
Potential ballot measure

Civic Assembly Question

"Informed by the diverse needs of our community, what use of the Hughes site will contribute most effectively to Fort Collins' long-term vitality and meet the requirements outlined in the 2021 ballot measure?"

Civic Assembly Recommendations

Super Majority Outcomes Included:

- Property should be utilized for multiple uses
- Indigenous consultation, support and opportunities should be included
- Natural habitats should be restored throughout the development, as possible
- Outdoor education and interpretation should be included
- Community gathering space(s)
- Minimize light pollution
- Include trail connections to Maxwell and Pineridge
- City will consult with land use experts, planners, architects and designers for the optimal location of site features

Ordinance Language

- On-going consultation with tribes and the Indigenous community throughout the development of the site.
- The site character will be predominantly native and xeric vegetation and have a naturalistic architectural palette
- Natural Areas will acquire and restore/maintain up to 60 acres of the property.

Ordinance Language

Acres not designated as a Natural Area will be designed and managed by Parks.

Includes but not limited to:

- Connective trail system throughout the site
- Bike park features not to exceed 35 acres
- A community gathering space available for permitting
- Any necessary restroom facilities, shade structures, trash collection, parking, etc.

Existing uses such as the disc golf course and sledding hill may continue

Ordinance Language

Primrose Studio
Reservoir Ridge Natural Area

- Not to exceed 30 acres: environmental education partnership opportunities, to include but not limited to wildlife rehabilitation and zoning-appropriate structures
- Development and redevelopment of the Hughes Site will proceed over time as planning, design and funding allow.
- Site development implemented through the City's development review process to ensure compliance with all current standards (e.g., stormwater, lighting, etc.).

ORDINANCE NO. 141, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
EXPRESSING SUPPORT FOR THE RECOMMENDATIONS OF
THE CIVIC ASSEMBLY AND ADOPTING A CONCEPTUAL
FRAMEWORK FOR THE USE AND MANAGEMENT OF THE
HUGHES STADIUM SITE

A. In 2021, a citizen-initiated ordinance was passed by the voters requiring the City to purchase the Hughes Stadium Site (the "Hughes Site"), rezone the approximately 165-acre Hughes Site to Public Open Lands District ("POL"), and use the Hughes Site for "parks, recreation and open lands, natural areas, and wildlife rescue and education."

B. The City and the Board of Governors of the CSU System signed a contract on March 2, 2023, for the City to purchase the Hughes Site. The transaction closed and the City acquired the Hughes Site on June 30, 2023. The total cost of the purchase, including closing costs, was $12,700,000.

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

D. Members of the Civic Assembly and City staff presented the Assembly's recommendations for the development and management of the Hughes Site to City Council on May 27, 2025. These recommendations included that the City should:

a) Develop and manage the Hughes Site for multiple uses to include a combination of bike park, open spaces, natural area, trails, and conservation/education features;
b) Include Indigenous/Native American consultation, and provide support and opportunities for Indigenous communities;
c) Restore natural habitats throughout the development of the Hughes Site, as possible;
d) Include outdoor education and interpretation;
e) Include a multi-use center for public gatherings, wildlife rehabilitation (i.e. wildlife hospital facility), learning and education, and Indigenous cultural representation;
f) Minimize light pollution;
g) Include trail connections to Maxwell and Pineridge Natural Areas; and
h) Consult with land use experts, planners, architects, and designers for the optimal location of site features.

E. The City Council identified adoption of a general plan for use of the Hughes Site as one of its priorities for the 2024-2026 term.

F. Through this Ordinance, City Council expresses its support for the Civic Assembly's recommendations to be included in the plan for development of the Hughes Site. The City Council further, through this Ordinance, elaborates upon those recommendations by setting acreage limitations for certain uses, discussing best practices for design, use and management, and acknowledges that flexibility in the development and management of City-owned land is necessary to meet the changing needs of Fort Collins over time. City Council also notes that it will be the work of future City Councils to implement the vision for the Hughes Site established in this Ordinance.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that the City Council directs City staff to create development and management plans for the Hughes Site in accordance with the following principles:

1) Development and management of the Hughes Site will align with its zoning as Public Open Lands;
2) The City will endeavor to engage in on-going consultations with Native American tribes and the Indigenous community throughout the development of the Hughes Site;
3) The City will cultivate predominantly native and xeric vegetation and the Hughes Site will feature a naturalistic architectural palette;
4) The City's Natural Areas Department will acquire, maintain and restore a portion of the Hughes Site as a Natural Area, not to exceed 60 acres;
5) On a portion of the Hughes Site not to exceed 30 acres, the City will provide environmental education partnership opportunities, to include but not be limited to, wildlife rehabilitation and zoning-appropriate structures;
6) The City will develop and manage the remaining acreage as a park, to include but not be limited to the following amenities:
    a. Connective trail system throughout the Hughes Site;
    b. Bike park features, not to exceed 35 acres;
    c. A community gathering space, available for reservation by permit; and
    d. Any necessary supporting facilities, including restrooms, shade structures, trash collection, and parking;
7) Existing uses such as the disc golf course and sledding hill may continue in appropriate locations according to the plans for the site;
8) The City will manage features of the developed Hughes Site appropriately in light of their respective lifecycles;
9) Development and redevelopment of the Hughes Site will proceed over time as planning, design and funding allow;
10) City projects to develop the Hughes Site will proceed through the applicable components of the City's development review process to

ensure compliance with all current standards (e.g. stormwater, lighting, etc.); and

11) The City will manage the Natural Area in accordance with City laws and policies regarding Natural Areas. The City will manage the park in accordance with City laws and policies governing parks.

Introduced, considered favorably on first reading on August 19, 2025, and approved on second reading for final passage on September 2, 2025.

_____
Mayor

ATTEST:

_____
City Clerk

Effective date: September 12, 2025
Approving Attorney: Ted Hewitt

Exhibits: None

File Attachments for Item:

26. Resolution 2025-077 Submitting to a Vote of the Registered Electors of the City a Proposed Ordinance Extending the Expiring Twenty-Five Hundredths Percent (0.25%) "Community Capital Improvement Program" Capital Projects Sales and Use Tax for a Period of Ten Years for the Purpose of Obtaining Revenue for Capital Projects and Related Operation and Maintenance.

This item has been amended to include August 18, 2025 versions of Resolution 2025-077.

The purpose of this item is to submit to the ballot a question to extend the expiring 0.25% sales and use tax (the "Community Capital Improvement Program" or "CCIP") and to refer the operative changes to the City's Municipal Code (the "Code") for the consideration of voters at the November 4, 2025, election. The extension, if approved, is estimated to generate approximately $11 million of annual revenue for the purposes established in the ballot question and ordinance, including the costs of planning, designing, and constructing specified capital projects, and to provide operation and maintenance ("O&M") for some of those projects as designated. The existing, voter-approved CCIP tax will expire on December 31, 2025. If approved by voters in November, the renewal as presented will extend the tax for another ten-year term from January 1, 2026, to December 31, 2035.

The project list for the extension of the 0.25% sales and use tax includes:

• Pedestrian Sidewalk/ADA Compliance

• Arterial Intersection and Streetscapes Improvements Fund

• Bicycle Infrastructure and Overpass/Underpass Program

• Affordable Housing Capital Fund

• Mulberry Pool Recreation Replacement Leveraging Fund

• Poudre River North – Health, Access, Parks & Trails

• Composting Infrastructure Advancement

• Downtown Parks Shop

• Community Bike Park

• Outdoor Pickleball Complex & Courts

• Nature in the City Program

• Transfort Bus Replacements & Stop Enhancements

• Recreational Paved Trails

• Construction Waste Diversion Equipment

• Historic Trolley Building Stabilization

• Gardens on Spring Creek – Children's Garden & Infrastructure

• Lee Martinez Farm Renovation & Expansion

• Timberline Recycling Center Improvements

The projects listed in the ballot question include estimated revenue to support each project, including estimated capital costs, five years' O&M for certain projects, and increases from known inflationary factors. For those projects for which tax revenues may also be used for O&M, the limitation of five years of O&M was designed to allow those service areas managing those facilities and programs to collect the necessary data and experience from at least two budget cycles to determine the appropriations for ongoing O&M costs while maximizing project revenues supported by this tax (if approved).

Under Section 7-156 of the City Code, any registered elector desiring to protest a proposed ballot title or submission clause for any initiated measure must file such a protest with the City Clerk, no later than noon on Monday, August 18, 2025. If a protest is filed, a hearing on the protest will be added to the agenda item and must take place before the Council adopts the Resolution setting the ballot title and submission clause.

August 19, 2025

AGENDA ITEM SUMMARY
City Council

STAFF

Ginny Sawyer, Policy & Project Manager
Joe Wimmer, Director, Utilities Finance

SUBJECT

Resolution 2025-077 Submitting to a Vote of the Registered Electors of the City a Proposed Ordinance Extending the Expiring Twenty-Five Hundredths Percent (0.25%) "Community Capital Improvement Program" Capital Projects Sales and Use Tax for a Period of Ten Years for the Purpose of Obtaining Revenue for Capital Projects and Related Operation and Maintenance.

EXECUTIVE SUMMARY

The purpose of this item is to submit to the ballot a question to extend the expiring 0.25% sales and use tax (the "Community Capital Improvement Program" or "CCIP") and to refer the operative changes to the City's Municipal Code (the "Code") for the consideration of voters at the November 4, 2025, election. The extension, if approved, is estimated to generate approximately $11 million of annual revenue for the purposes established in the ballot question and ordinance, including the costs of planning, designing, and constructing specified capital projects, and to provide operation and maintenance ("O&M") for some of those projects as designated. The existing, voter-approved CCIP tax will expire on December 31, 2025. If approved by voters in November, the renewal as presented will extend the tax for another ten-year term from January 1, 2026, to December 31, 2035.

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- Pedestrian Sidewalk/ADA Compliance
- Arterial Intersection and Streetscapes Improvements Fund
- Bicycle Infrastructure and Overpass/Underpass Program
- Affordable Housing Capital Fund
- Mulberry Pool Recreation Replacement Leveraging Fund
- Poudre River North – Health, Access, Parks & Trails
- Composting Infrastructure Advancement
- Downtown Parks Shop
- Community Bike Park
- Outdoor Pickleball Complex & Courts
- Nature in the City Program
- Transfort Bus Replacements & Stop Enhancements
- Recreational Paved Trails
- Construction Waste Diversion Equipment
- Historic Trolley Building Stabilization

- Gardens on Spring Creek – Children's Garden & Infrastructure
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The projects listed in the ballot question include estimated revenue to support each project, including estimated capital costs, five years' O&M for certain projects, and increases from known inflationary factors. For those projects for which tax revenues may also be used for O&M, the limitation of five years of O&M was designed to allow those service areas managing those facilities and programs to collect the necessary data and experience from at least two budget cycles to determine the appropriations for ongoing O&M costs while maximizing project revenues supported by this tax (if approved).

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STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

Fort Collins has had sales and use tax dedicated to building a variety of community assets for over 40 years. These programs and the 10-year sunset give the City and the community an opportunity to learn from experience, to look forward when assessing community needs and to be intentional in implementing masterplans, Council priorities, and community desires.

The current CCIP tax will expire on December 31, 2025. Staff analyzed continued capital needs and presented projects to Council, the Council Finance Committee, and the community throughout 2024 and 2025. Staff has been working with Council and the community for over 18-months to develop the proposed project package. This iterative process has resulted in a final package that touches all parts of the City, leverages other dollars, advances community needs and desires, and directly impacts Council priorities. From this work, staff compiled a package of projects to present to Council for consideration of referring the extension to voters at the November 4, 2025, election.

This package differs from previous packages, in that some previous programs have been combined and less specificity has been included. This is intentional and is meant to provide residents enough certainty, while also allowing a degree of flexibility due to an uncertain economic landscape and volatility in federal funding.

The proposed project list for the extension of the 0.25% sales and use tax also represents a package intended to demonstrate the community value of these projects. Further, the list was designed for the purpose of broadly benefitting a variety of residents while also addressing basic infrastructure needs and existing deficiencies.

PROPOSED PACKAGE

Project Rationale and Details

Language in *italics* will be included in the project list, attached to (Proposed) Voter-Approved Ordinance No. 003, 2025 as Exhibit "A".

Ongoing Capital Programs-Transportation/Engineering

Arterial Intersection Improvement & Streetscapes Program- $12M

This is a combination of two ongoing programs: arterial improvements and streetscape projects. These have been combined to allow greater flexibility in project selection. Projects are rated through the Transportation Capital Improvement Plan and influenced by development and leveraging opportunities. The Downtown Development Authority has indicated they may be interested in contributing $1M to the Willow Street streetscape project depending on the timing.

This project will provide an annual fund for improvements to arterial intersections and streetscape improvements as prioritized by safety improvements, multi-modal infrastructure needs, alignment with existing plans, and partnership opportunities.

Bicycle Infrastructure & Overpass/Underpass Program $11M

This is the combination of two previous package programs: Bicycle infrastructure and over/underpasses. These have also been combined to enhance flexibility and leveraging opportunities. This funding bucket supports the Active Modes Plan, Vision Zero, and 15-minute city goals.

This project will provide annual funding for construction of grade-separated bicycle and pedestrian crossings across roadways and for the implementation of projects identified in the Active Modes Plan, Vision Zero Plan, and that help achieve 15-minute city goals.

Pedestrian Sidewalk Program $14M

This is a continued program that supports implementing and completing the ADA compliant sidewalk network throughout the City.

This project will provide annual funding to continue to support the decades-long compliance program to eliminate gaps in the City's pedestrian network and improve ADA compliance.

Transfort Bus Replacement & Stop Enhancements $3M

This is a continued program supporting transit infrastructure and bus replacement. These dollars have traditionally been heavily leveraged.

This project will provide annual funding to make ADA improvements and upgrades at bus stops throughout the City and will support the local match needed to replace Transfort buses over the next 10 years.

Recreational Paved Trails $2.5M (for 5 years, $10K may be used annually for O&M)

This is a new program to the capital tax. Following the completion of the Strategic Trails Plan, adding dollars to implement will help leverage the more traditional funding streams such as Conservation Trust Fund dollars.

This project will provide funding to design and construct portions of trails identified in the City's Strategic Trails Plan.

Housing

Affordable Housing Capital Fund $10M

The previous package was the first time dollars have been allocated to housing. The success and utilization of those dollars along with the ongoing housing priority supports the reflection of more than doubling these amounts in the proposed package. Staff continue to explore ways to make some of these dollars revolving and sustainable to support housing beyond the life of the tax.

This project will provide funding to assist with the development of affordable housing through community partners and public or private housing projects. Funding can be used to establish a revolving loan fund to provide low-interest loans.

Parks & Recreation

Mulberry Pool Recreational Replacement Leveraging Fund $10M

These project dollars represent a significant placeholder/contribution to a future facility. Mulberry Pool is near end-of-life and while these dollars won't cover a replacement, they will facilitate leveraging and advancement of a future facility.

This project will provide a portion of funding anticipated to be needed to replace the existing recreational facility/opportunities currently provided at Mulberry Pool.

Outdoor Pickleball Complex & Courts $4M (for 5 years, $10K may be used annually for O&M)

There is a high demand for additional pickleball courts in the community. Based on outreach and a feasibility study, these dollars will help create an outdoor 12-court complex for the public. Additional court creation could occur through fundraising efforts.

Reducing this funding amount by half would result in fewer courts and amenities.

This project creates additional outdoor stand-alone pickleball courts to help meet the growing need in the community.

Community Bike Park $5M (for 5 years, $15K may be used annually for O&M)

These dollars are intended to support the recent feasibility study and could be used for land acquisition and/or design and build of a community scale bike park.

This project and funding can be utilized towards land acquisition, design, and construction of a bike park facility.

Lee Martinez Farm Renovation & Expansion $1M

These dollars will support enhancements at the Farm including ADA accessibility and the addition of a pavilion/shelter.

This project will provide a shelter facility and greater ADA access throughout The Farm at Lee Martinez Park.

Downtown Parks Shop $5.5M

A new Parks shop will support two to three district maintenance teams in safe and efficient proximity to maintenance areas. The relocation of the current downtown shop will also facilitate the future Civic Center Masterplan.

This project will provide a new parks shop for maintenance crews which will result in an efficient, safe, and consolidated work space for people, vehicles, machinery, and horticulture activities.

Cultural Amenities

Historic Trolley Building Renovation $2.2M (for 5 years, $20K may be used annually for O&M)

The historic downtown trolley building is an under-utilized public amenity. Stabilizing the building through the use of these dollars will help advance a public process and ultimate partnership to activate the building for public good.

The project will stabilize the existing historic 1906 downtown trolley barn to a state that allows for consideration of potential programming, public-private partnership, and public utilization.

Gardens on Spring Creek Children's Garden and Event Infrastructure Upgrades $1.3M

The Children's Garden was the original garden and was created more than 20 years ago. Updating and enhancing this garden will enhance the learning and interactive opportunities while also addressing maintenance issues. Additional garden enhancements could also be achieved through Friends of the Garden fundraising efforts.

This project will renovate the 20-year old Children's Garden to enhance learning opportunities and contribute to event infrastructure upgrades.

Nature and Environment

Poudre River North – Health, Access, Parks, and Trails $8M (for 5 years, $20K may be used annually for O&M)

These project dollars can leverage planned work and funding from stormwater, parks, and natural areas. The area north of the river will likely see development in the coming years and improving access from north to south for both recreation, nature experience, and circulation will benefit residents of the area and provide an opportunity for river enhancement and protection. Focus in the area will also be informed by any potential mitigation efforts from the Northern project.

This project will leverage Parks, Stormwater and Natural Areas goals and projects to enhance the Poudre River and access for residents north of Lee Martinez Park and west of College Avenue.

Timberline Recycling Center Improvements: $1.0M

This project has been reduced due to grant funding being secured. Upgrades will include the installation of a fire hydrant and a restroom along with accessibility and safety improvements.

This project will provide a fire hydrant, restroom, and enhanced safety features at the recycling center.

Construction Waste Diversion Equipment: $2.2M

The City has been able to recycle/reuse significant amounts of concrete, asphalt, soil, and tree material at the Hoffman Mill Crushing Facility. This work requires specialized heavy equipment that is in need of replacement. These dollars will allow for that needed replacement.

This project will replace large equipment over the next 10 years to advance construction and demolition waste and recycling/reuse goals of the City.

Nature in the City: $3M

This is a continuing fund that supports projects that create native and naturalized landscapes throughout the community.

This project provides annual funding to protect access to nature which can include enhancing existing sites to provide native habitat and increasing species connectivity.

Composting Infrastructure Advancement $7M (for 5 years, $20K may be used annually for O&M)

This project will directly advance Council priorities related to waste diversion and community-scale composting efforts.

This project funding will be utilized to advance and scale community-wide composting efforts and infrastructure.

CITY FINANCIAL IMPACTS

This Resolution refers an extension of the expiring 0.25% sales and use tax for voter consideration. If approved, **this is an extension, rather than a new tax**; therefore, there will be no change to the existing, applicable sales and use tax rate. The 0.25% tax is collected from all purchases of all tangible personal property and services and excludes purchases of prescription drugs and groceries ("food for home consumption"). The estimated revenues that would be collected over the ten-year term of the extension (January 1, 2026, to December 31, 2035) is approximately $127.7 million.

The current rate of the tax proposed to be extended is the equivalent to $0.25 (a quarter) on a $100 taxable purchase. The average impact on a resident is approximately $2.83 per person/per month or $33.22 per person annually. This does not account for non-resident purchases made within the City.

Without the tax revenue generated by the extension of the 0.25% tax, the most immediate impact and likely reduction in service levels would be in the City functions providing transportation, road, and sidewalk infrastructure because these capital projects are chiefly supported by the 0.25% tax.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

Starting in early 2025 staff engaged both resident groups and Boards and Commissions reaching approximately 400 residents. This includes a presence at State of the City, Rotary Clubs, Leadership Fort Collins, Fort Collins Chamber groups, Friends of the Gardens, CityWorks 101, and the following Boards/Commissions:

- Affordable Housing Board
- Youth Advisory Board
- Natural Resources Advisory Board
- Land Conservation & Stewardship Board
- Parks & Recreation Board
- Transportation Board
- Disability Advisory Board
- Economic Advisory Board (twice)
- Senior Advisory Board
- Downtown Development Authority
- Human Relations Commission

ATTACHMENTS

1. Proposed Ten-Year Project Package and Project Sheets
2. Work Session Summary, July 8, 2025
3. Presentation
4. Resolution 2025-077
5. Resolution 2025-077 – August 18, 2025 Strikeout Version
6. Resolution 2025-077 – August 18, 2028 Version

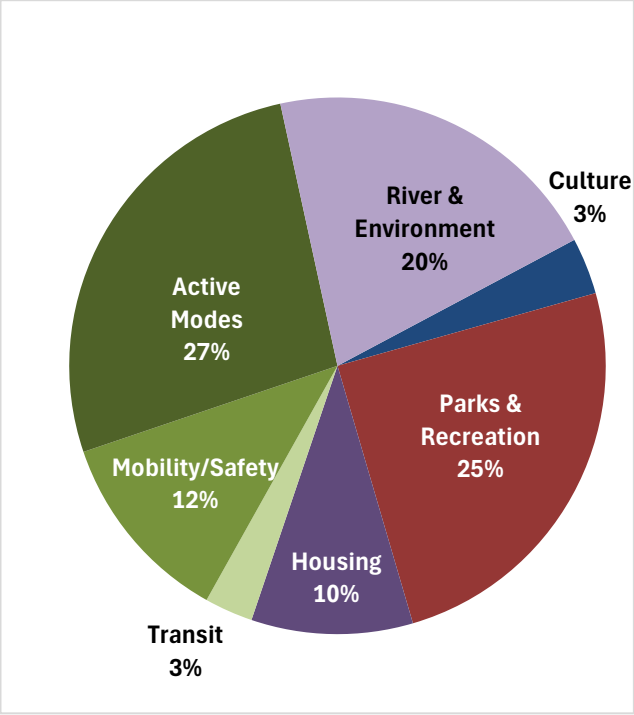
2026-2035 QUARTER CENT CAPITAL TAX RENEWAL
Draft Project Package

Package Proposal - August 19th Council Meeting

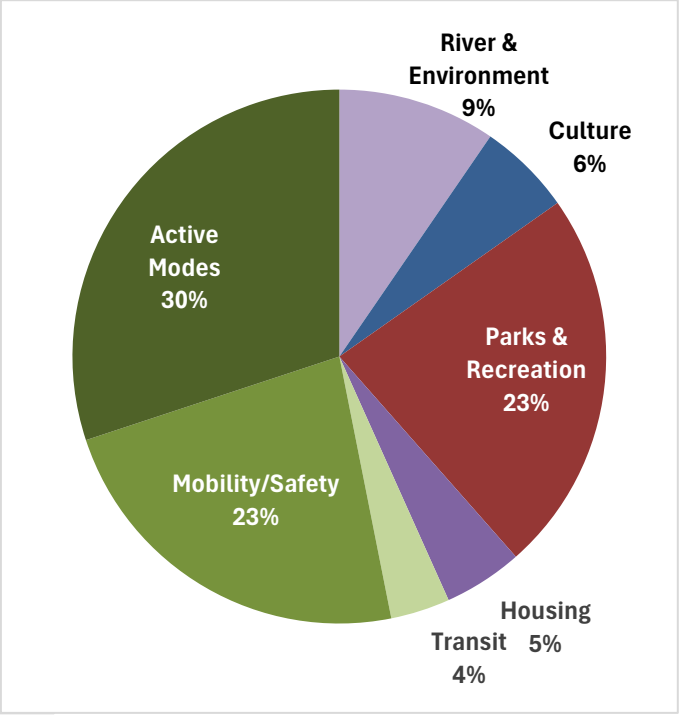
Package Objectives

- Mitigate level of service impacts for established capital programs
- Advance strategic plans and Council priorities
- Prioritize projects with optimal funding strategies and funding source leveraging
- Develop a compelling project package informed by community input

2026-2035 Package



2016-2025 CCIP



Commitment to infrastructure level of service

This project package maintains the level of funding for many ongoing programs established in the previous 10-year Community Capital Improvement Program sales tax. The category splits also closely align with the previous cycle having approximately half of total funding towards transportation-related projects, continuing investment in Poudre River projects and recreational facilities.

Council priority advancement through capital projects

- Operationalize City resources to build and preserve affordable housing
- Advance a 15-minute city by accelerating our shift to active modes
- Accelerate zero waste infrastructure and policies
- Reduce climate pollution and air pollution through best practices, emphasizing electrification

Projects advancing Council Priorities are emphasized with a package that strongly supports the City's 15-minute city infrastructure with bicycle, pedestrian, and intersection improvements. Affordable housing capital fund is proposed to increase from $4M (2016-2025) to $10M (2026-2035). Projects at Hoffman Mill Crushing Facility, Timberline Recycling Facility, and Composting Infrastructure Advancement are aligned with zero-waste and climate pollution goals.

Project strategic financing

Capital tax funds have historically been highly leveraged as local match dollars for state and federal project funding. The transportation, active modes, and transit programs are recommended for funding to continue this leveraging effect. Other projects included in the package may have local partners involved in the early project development, and/or have likelihood for strong philanthropic partnerships

Project funding source leveraging estimates:

- Arterial Intersection & Streetscape Program - 2:1
- Bicycle Infrastructure & Overpass/Underpass - 2:1
- Pedestrian Sidewalk Program - 1:1
- Transfort Bus Replacement & Bus Stops - 4:1

2026-2035 QUARTER CENT CAPITAL TAX RENEWAL
Project Package - August 19, 2025 Council Meeting

	Project Name	Dept. Requested 10-yr total (2024 $)	Scaling Percentage	Proposed 10-yr total (2024 $)	Inflationary Adj. Plus O&M 10-yr total	Notes
Transportation	Arterial Intersection Improvement & Streetscapes Program	$ 16,000	75%	12,000	14,425	Last package $6M arterials and $7M streetscapes Linden/Willow
	Bicycle Infrastructure & Overpass/Underpass Program	$ 20,000	55%	11,000	13,824	Last package $11M
	Pedestrian Sidewalk Program	$ 16,000	88%	14,000	17,594	Last package $14M
	Recreational Paved Trails	$ 10,000	25%	2,500	3,110	Additional 1/4 mile/year, Strategic Trail Plan implementation
	Transfort Bus Replacement & Stop Enhancements	$ 6,000	50%	3,000	3,531	Last package $3M
Housing	Affordable Housing Capital Fund	$ 10,000	100%	10,000	11,255	Last package $4M. Recommended $10M for RLF establishment
Parks & Rec	Community Bike Park	$ 5,000	100%	5,000	6,146	Feasibility study in progress
	Downtown Parks Shop	$ 7,900	66%	5,500	6,685	$7.9M total project. Other funding from 2050 Tax & Cap. Exp. Fees
	Lee Martinez Farm Renovation & Expansion	$ 1,000	100%	1,000	1,407	Shelter/pavilion & ADA improvements
	Mulberry Pool Recreational Replacement	$ 10,000	100%	10,000	12,489	Capital tax share only - minimum contribution to future facility
	Outdoor Pickleball Complex & Courts	$ 4,000	100%	4,000	4,308	Additional courts and potential philanthropic contribution
Culture	Gardens on Spring Creek - Garden & Infrastructure	$ 5,200	25%	1,300	1,829	Partial funding for garden and/or infrastructure improvements
	Historic Trolley Building Renovation	$ 6,800	28%	2,200	3,350	Funding for phase 1, building structural stabilization
River & Environment	Construction Waste Diversion Equipment	$ 2,200	100%	2,200	2,580	5/5 requested equipment replaced
	Poudre River North - Health, Access, Parks, and Trails	$ 8,000	100%	8,000	10,497	Capital tax share only, stormwater, natural areas not included
	Nature in the City	$ 3,000	100%	3,000	3,130	Last package $3M
	Timberline Recycling Center Improvements	$ 1,000	100%	1,000	1,189	Safety improvements, fire hydrant, restrooms
	Composting Infrastructure Advancement	$ 7,000	100%	7,000	10,342	Partial capital funding to advance composting efforts
	Total			**$ 102,700**	**$ 127,692**	**$127,700 forecasted 2026-2035 total revenue**

Quarter Cent Capital Tax - Project Summary

Project Title: **Arterial Intersection Improvement & Streetscape Program**

Previous Capital Tax Funding:	**$13,008,000**	New Capital Tax Funding:	**$12,000,000**
Arterial Intersections	**$6,000,000**		
Streetscapes	**$7,008,000**		

Department:	**Engineering**	Project Location:	**City-wide**
Strategic Outcome:	**Transportation & Mobility**	Type:	**Repair/Replace**
Strategic Objective:	T&M 1 - Make significant progress toward the Vision Zero goal to have no serious injury or fatal crashes for people walking, biking, rolling or driving in Fort Collins		

Project Description:

This project will provide an annual fund for improvements to arterial intersections with safety improvements for all travel modes. This funding has allowed City staff to provide needed design, local match for grants, and construction funding, for previous major arterial intersection improvements. This program will be focused on implementing the transportation infrastructure required to support our Vision Zero action plan, as the arterial intersection improvements are located on our High Injury Network. From our 10-year Transportation Capital Improvement Program (TCIP), notable planned projects include:

- **Shields and Prospect Intersection Improvements**
- **Shields and Horsetooth Intersection Improvements**
- **Drake and Lemay Intersection Improvements**
- **College and Drake Intersection Improvements**
- **Shields Corridor, Taft Hill Corridor, and N. Timberline Corridor**

The program is proposed to expand to encompass streetscape improvement projects for 2026-2035. Previous streetscape projects funded by the capital tax include Linden Street Renovation (2021) and Willow Street Renovation (2019). Due to the 10-year project timeline and uncertain project viability for potential upcoming streetscape projects, individual projects are not proposed for standalone project scheduling in the tax package. Streetscape projects will create better urban design corridors, expanding the feel of Old Town as accomplished by the previous streetscape renovations. This program is planned to contribute to one or more of the following identified streetscape projects.

- **Willow Street (Linden to Lincoln)**
- **Midtown Streetscape - College (Drake to Boardwalk)**

Financial Narrative, Scalability, and Timing:

Capital tax funding has historically been leveraged for local match of state and federal capital project grants. Project are typically funded by a mixture of funding sources comprised of dedicated capital tax funds, General Fund Reserves, TCEF, additional state and local matching funds. Consistent year-to-year funding amounts is preferred to assist PDT in planning for project planning and grant matching.

Full streetscape renovation projects are estimated at $5.0 - $7.5M. The proposed funding amount anticipates $6.0M of the program would be contributed to streetscape projects over the ten years of the tax.

Project Funding Source	10 year total
Capital Sales Tax	**$12,000,000**
Funding Leveraging	
State & Federal	**$24,000,000**
Local	**$1,000,000**

Source of Estimate: **City Engineering**

Quarter Cent Capital Tax - Project Summary

Project Title: **Bicycle Infrastructure & Overpass/Underpass Program**

Previous Capital Tax Funding:	**$11,000,000**	New Capital Tax Funding:	**$11,000,000**
Bicycle Infrastructure	**$5,000,000**		
Overpass/Underpass	**$6,000,000**		

Department:	**Engineering**	Project Location:	**City-wide**
Strategic Outcome:	**Transportation & Mobility**	Type:	**New and Repair/Replace**
Strategic Objective:	T&M 1 - Make significant progress toward the Vision Zero goal to have no serious injury or fatal crashes for people walking, biking, rolling or driving in Fort Collins		

Project Description:

This project will provide an annual fund to construct bicycle infrastructure as recommended in the Active Modes Plan (AMP). This includes linear facility improvements such as buffered and separated bike lanes as well as spot treatments or crossing improvements such as bike/ped signals and protected intersections. Projects have been prioritized using the outcomes-based evaluation measures of network connectivity, access to transit, safety and comfort, and health and equity, with an emphasis on Safe Routes to Schools. This fund will combine the previous CCIP Bicycle Infrastructure Improvements and CCIP Bike/Ped Grade Separated Crossing Funds. Therefore, this fund will also fund pedestrian underpass projects that align with the AMP and the Strategic Trails Master Plan, as well as aligns with our Vision Zero action plan.

Notable Active Modes Plan future projects include:

- **Shields St. separated bike lanes (Mulberry St. to Hilldale Dr.)**
- **Taft Hill Rd. separated bike lanes (Laporte Ave. to Horsetooth Rd.)**
- **Lake St. separated bike lanes (Shields St. to Mason Trail)**
- **Willox Ln. side path (College Ave. to Shields St.)**
- **Boardwalk Dr. buffered bike lanes (JFK Pkwy to Harmony Rd)**
- **Putnam Elem bike/ped crossing improvement (Laporte/Roosevelt)**
- **Olander Elem bike/ped crossing improvements (Horsetooth/Arizona and Horsetooth/Platte)**
- **Johnson Elem/Webber Middle bike/ped crossing improvements (Taft Hill/Imperial and Taft Hill/Brixton)**
- **Tavelli Elem bike/ped crossing improvements (Lemay/Willox)**
- **Irish Elem bike/ped crossing improvements (Vine/Irish)**
- **Lesher Middle/PSD Global bike/ped crossing improvements (Prospect/Stover)**
- **Fort Collins HS bike/ped crossing improvements (Horsetooth/Kingsley)**

Notable grade separated crossings from Strategic Trails Plan include:

- **Power Trail connection to Caribou Drive**
- **Power Trail connection to Nancy Gray Drive**
- **Linden Street and Poudre River Trail**

Financial Narrative, Scalability, and Timing:

Capital tax funding has historically been leveraged for local match of state and federal capital project grants. Project are typically funded by a mixture of funding sources comprised of dedicated captial tax funds, General Fund Reserves, TCEF, additional state and local matching funds. Consistent year-to-year funding amounts is preferred to assist PDT in planning for project planning and grant matching.

Project Funding Source	10 year total
Capital Sales Tax	**$11,000,000**
Funding Leveraging	
State & Federal	**$22,000,000**

Source of Estimate: **City Engineering, FC Moves**

Quarter Cent Capital Tax - Project Summary

Project Title: **Pedestrian Sidewalk Program**

Previous Capital Tax Funding: **$14,000,000**

New Capital Tax Funding: **$14,000,000**

Department: **Engineering**

Project Location: **City-wide**

Strategic Outcome: **Transportation & Mobility**

Type: **New and Repair/Replace**

Strategic Objective: T&M 1 - Make significant progress toward the Vision Zero goal to have no serious injury or fatal crashes for people walking, biking, rolling or driving in Fort Collins

Project Description:

This project will provide an annual fund for construction of missing and ADA deficient sidewalks to complete the build out of the City network as well as pedestrian crossing improvements recommended in the Active Modes Plan. This funding provides approximately 1.5 to 2 miles of new sidewalk per year. This includes new sidewalk and combined bike/pedestrian path segments in areas of the City where sidewalks and/or bike lanes do not exist currently, or replacement is needed due to not meeting ADA width requirements. Priority is given to areas near schools to advance the Safe Routes to School Program, as well as along arterial roads. This program aligns with and helps execute our Active Modes Plan, as well as our Vision Zero action plan, and can provide local match for grants in support of AMP focused capital projects as needed.

Notable previous improvements accomplished by the program were along arterial corridors such as Prospect Rd, Drake Rd, Harmony Rd, and Kechter Rd. The program built approximately 20 miles of new sidewalk in the last 10 year period.

The next ten years will provide sidewalk connections along our arterial road network in areas of the City where we are continuing to final buildout, such as Kechter Road, Trilby Road, Mountain Vista Dr, Vine Dr, and continuing needed work along Prospect and Drake. The total miles of sidewalks needed for existing network build out is approximately 50 miles, and the next ten years will provide 20 miles of new sidewalk, which forecasts total buildout at year 2050.

Financial Narrative, Scalability, and Timing:

Capital tax funding has historically been leveraged for local match of state and federal capital project grants. Project are typically funded by a mixture of funding sources comprised of dedicated captial tax funds, General Fund Reserves, TCEF, additional state and local matching funds. Consistent year-to-year funding amounts is preferred to assist PDT in planning for project planning and grant matching.

Project Funding Source	10 year total
Capital Sales Tax	**$14,000,000**
Funding Leveraging	
State & Federal	**$14,000,000**

Source of Estimate: **City Engineering**

Quarter Cent Capital Tax - Project Summary

Project Title: **Recreational Paved Trails - Strategic Trails Plan Implementation**

Previous Capital Tax Funding: **$0**

New Capital Tax Funding: **$2,500,000**

Department: **Parks**

Project Location: **City-wide**

Strategic Outcome: **Culture & Recreation**

Type: **New**

Strategic Objective: C&R 2 - Implement criteria and prioritization to manage assets and replace equipment that will revitalize parks and recreational facilities, as the planned build out of the parks and trails systems continues

Project Description:

Trails are the highest rated Community Services amenity (93%) in the 2024 City of Fort Collins Community Survey (Figure 19: Ratings of Parks, Recreational, and Cultural Programs and Facilities Compared by Year). The Park Planning & Development team is updating the City's Strategic Trails Plan (STP) which will provide a framework for the future planning, design, maintenance, and preservation of the recreational paved trail system. The Strategic Trail Plan is currently in phase III of public outreach and will be completed in mid-2025.

Paved trails cost approximately $1 million per linear mile to build. Additional annual funding for STP implementation will support the current Conservation Trust Funds and expedite delivery of this valued amenity as developed by the plan. Planning efforts are underway through the 2025-26 budget for the northeast and western Fort Collins, where proposed trails are poised to connect a rapidly developing area with limited walking and biking infrastructure. Funding would expedite trail development in these focus areas if opportunities are available.

Financial Narrative, Scalability, and Timing:

Additional funds will expedite trail delivery, as currently funded by Conservation Trust Fund revenue. Consistent year-to-year funding amounts are preferred to assist in planning for project planning and grant matching.

Additional trail miles will impact ongoing operating costs with operating & maintenance (O&M) funding requested from the capital tax at $10k per year.

Project Funding Source	10 year total
Capital Sales Tax	**$2,500,000**
Conservation Trust Fund	**$20,000,000**

Source of Estimate: **2024 Strategic Trails Plan**

Quarter Cent Capital Tax - Project Summary

Project Title: **Transfort Bus Replacement & Stop Enhancements**

Previous Capital Tax Funding:	**$3,000,000**	New Capital Tax Funding:	**$3,000,000**
Bus Replacement	**$2,000,000**		
Bus Stop Improvements	**$1,000,000**		

Department:	**Transfort**	Project Location:	**City-wide**
Strategic Outcome:	**Transportation & Mobility**	Type:	**New and Repair/Replace**
Strategic Objective:	T&M 2 - Increase Transfort access and ridership by ensuring the City's transit services provide safe, reliable and convenient alternatives to driving		

Project Description:

Transfort maintains and improves 418 bus stops throughout Transfort's service area, of those, approximately 150 bus stops will need replacement and updated amenities over the next 10 years. Transfort operates 53 buses in service, and will have at least 30 buses, including eight articulated MAX buses, reach the end of useful life in the next 10 years. The previous 10-year CCIP tax funding of $3M provided for Transfort's local match leveraging of $12M in federal funds. These funds purchased 14 bus replacements and will complete ADA improvements at 240 bus stops. Funding also went toward the purchase of needed amenities including 25 shelters, and approximately 90 benches and trash cans.

The next 10 years of capital sales tax funding will assist Transfort in replacing buses on a regular schedule to meet a goal of 0% of vehicles are past Transfort's useful life benchmark. To align with Our Climate Future, Transfort has adopted a goal to purchase Zero Emission Vehicles for all future bus replacements. A portion of funds may also be used toward the procurement of smaller or alternative vehicles, as a result of the ongoing 2024 Optimization & Microtransit Planning study. Capital sales tax funding will also be used to purchase additional enhancement amenities for bus stops, continuing to add needed shelters to stops, and to maintain Transfort's existing bus stops in a state of good repair for future riders.

Financial Narrative, Scalability, and Timing:

Historically, Transfort has utilized all of its capital tax bus replacement funding to leverage federal grant dollars at a typical match rate of 80% federal / 20% local dollars to purchase vehicles and complete bus stop upgrades. Having guaranteed and consistent funding available assists Transfort in submitting strong federal and state grant applications that are more likely to be considered and awarded for funding.

Project Funding Source	10 year total
Capital Sales Tax	**$3,000,000**
Funding Leveraging	
State & Federal	**$12,000,000**

Source of Estimate: **Transfort**

City of Fort Collins

Quarter Cent Capital Tax - Project Summary

Project Title: **Affordable Housing Capital Fund**

Previous Capital Tax Funding:	**$4,000,000**	New Capital Tax Funding:	**$10,000,000**
Department:	**Social Sustainability**	Project Location:	**City-wide**
Strategic Outcome:	**Neighborhood & Community Vitality**	Type:	**Fund/Program**
Strategic Objective:	NCV 1 - Increase housing supply, type, choice, and affordability to address inequities in housing so that everyone has healthy, stable housing they can afford		

Project Description:

The Affordable Housing Capital Fund is intended to provide a flexible source of funding for development or rehabilitation of one or more public or private housing projects. The Affordable Housing Capital Fund is intended to provide additional funding that will either address a critical funding gap or accelerate a project's construction timeline. While timing and use of the Housing Fund is intentionally flexible, funds will be used in one of three ways for qualifying projects:

- **Low-interest revolving loans**
- **Fee credits**
- **Direct subsidy**

These funds may not fund day-to-day operational costs, rent payments, or other non-capital costs.

The Housing Strategic Plan (2021, pg. 67) also includes several guiding principles that apply to allocation of Housing Fund resources:

- **Focus direct investment on the lowest income levels**
- **Be agile and adaptive**
- **Expect and label tensions, opportunities, and tradeoffs**

Financial Narrative, Scalability, and Timing:

Capital tax funding has historically been used as "first in" or "last in" funding for qualifying projects, representing under 5% of total funding for any previously funded housing project. Total funds allocated to affordable housing ($2-3 million/year from all sources) have remained consistent for the last 10+ years, while the cost to build one unit of affordable housing has increased more than 65% over the last 5 years. To date, the Housing Fund has not included any loan activities, though this is being explored as an option to better leverage limited dollars.

There is some administrative cost (staff time) associated with administration and monitoring of Housing Fund activities. If a low-interest revolving loan program is pursued, partnering with an outside agency may be necessary to most efficiently administer the program.

Project Funding Source	10 year total
Capital Sales Tax	**$10,000,000**

Source of Estimate: **Social Sustainability/Financial Services**

Quarter Cent Capital Tax - Project Summary

Project Title: **Community Bike Park**

Previous Capital Tax Funding: **$0**

New Capital Tax Funding: **$5,000,000**

Department: **Parks**

Project Location: **City-wide**

Strategic Outcome: **Culture & Recreation**

Type: **New Asset**

Strategic Objective: C&R 2 - Implement criteria and prioritization to manage assets and replace equipment that will revitalize parks and recreational facilities, as the planned build out of the parks and trails systems continues

Project Description:

Implement the first phase of a community bike park based on feedback gathered in the Bike Park Feasibility Study. The feasibility study, currently underway, includes an evaluation of potential bike park locations, associated capital and ongoing costs, identification of park amenities and features, and a community engagement process.

Financial Narrative, Scalability, and Timing:

Timing for construction of the bike park is dependent on completion of the bike park feasibility study. $500k of the project cost is estimated for potential real estate acquisition. Capital tax funds are considered a portion of total funding needed for the project, dependent on location and scale.

Operating and maintenance contributions from the capital tax are planned for $15,000 annually. O&M costs could include the need for an additional Worker 1 position, hourly support, and supplies estimated at $150,000 per year.

Project Funding Source	10 year total
Capital Sales Tax	**$5,000,000**

Source of Estimate: **Park Planning & Development**

Quarter Cent Capital Tax - Project Summary

Project Title: **Downtown Park Shop**

Previous Capital Tax Funding: **$0**

New Capital Tax Funding: **$5,500,000**

Department: **Parks**

Project Location: **To Be Determined**

Strategic Outcome: **Culture & Recreation**

Type: **New Asset**

Strategic Objective: HPG 4 - Incorporate a management strategy for all new and existing City assets that addresses deferred maintenance and accessibility

Project Description:

The Parks Department has been built on a district model for maintenance activities. The importance of the maintenance shops being located and constructed in close proximity to the areas of responsibility is paramount in the downtown district. The City's approach of getting into the downtown early and disappearing into the landscape leaving behind a well-groomed landscape can only be achieved when the support of a maintenance shop is in close proximity. The current downtown site is located in a refurbished commercial warehouse which is near the end of its useful life. This building is also scheduled to go away with the build-out of the current Civic Center Master Plan. Providing a new facility in the downtown area will house not only the local support staff but also the crews which support the horticultural areas around our facilities, throughout the public areas and trail systems. Two districts will work out of this facility providing efficient operations in a timely manner to the public.

Financial Narrative, Scalability, and Timing:

Total project cost estimate = $7,900,000

The cost of this new downtown park shop is based off the recently completed East District Community Park Shop which is a 6,500 SF office/shop located on 3.5 acres which has a yard for equipment and landscaping maintenance. The new facility being operational by the end of 2028 would allow for the advancement of the Civic Center Campus and Master Plan.

Additional funding needed from 2050 Tax and/or Parks Capital Expansion Fees

Project Funding Source	10 year total
Capital Sales Tax	**$5,500,000**
Capital Expansion Fee	-
2050 Tax	-
	$7,900,000

Source of Estimate: **Park Planning & Development**

City of Fort Collins

Quarter Cent Capital Tax - Project Summary

Project Title: **Lee Martinez Farm Pavilion & Improvements**

Previous Capital Tax Funding: **$0**

New Capital Tax Funding: **$1,000,000**

Department: **Recreation**

Project Location: **Lee Martinez Park**

Strategic Outcome: **Culture & Recreation**

Type: **New and Repair/Replace**

Strategic Objective: C&R 1 - Make City arts, cultural and recreational programming more inclusive to reflect the diversity of our community

Project Description:

The Farm at Lee Martinez Park was opened to the public in July of 1985. The Farm will be celebrating its 40th anniversary in 2025.
As the community has grown, so has the demand for programs at the Farm. This project funds enhancements at the Farm by expanding inclusive outdoor recreation opportunities including a shelter space, ADA upgrades, and additional education features.

Financial Narrative, Scalability, and Timing:

Project has been scaled to the minimum viable amount ($1.0M) for completion of scope to include shelter/pavilion. Timing of project year is flexible across capital tax timeline.

Project Funding Source	10 year total
Capital Sales Tax	**$1,000,000**

Source of Estimate: **Parks Planning & Development, Recreation**

Quarter Cent Capital Tax - Project Summary

Project Title: **Mulberry Pool Recreational Replacement**

Previous Capital Tax Funding: **$0**

New Capital Tax Funding: **$10,000,000**

Department: **Recreation**

Project Location: **TBD**

Strategic Outcome: **Culture & Recreation**

Type: **New and Repair/Replace**

Strategic Objective: C&R 2 - Implement criteria and prioritization to manage assets and replace equipment that will revitalize parks and recreational facilities, as the planned build out of the parks and trails systems continues

Project Description:

Opened in 1974 after renovating the former Lincoln Jr. High, the 50-year-old aquatic facility is functionally obsolete and should be rebuilt to meet the current and future needs of the Fort Collins community.

A new modern facility would better serve the growing needs of Fort Collins. These funds are intended as a contribution to a new facility as additional revenue, partnerships, and leveraging will also be necessary.

Financial Narrative, Scalability, and Timing:

The recreational replacement facility will require additional funding beyond the $10,000,000 proposed to be contributed by the capital sales tax. Future scope definition efforts will better refine funding identification and ongoing operations & maintenance cost requirements.

Project Funding Source	10 year total
Capital Sales Tax	**$10,000,000**
2050 Tax	**-**
	$10,000,000

Source of Estimate: **Recreation**

Quarter Cent Capital Tax - Project Summary

Project Title: **Outdoor Pickleball Complex & Courts**

Previous Capital Tax Funding: **$0**

New Capital Tax Funding: **$4,000,000**

Department: **Parks**

Project Location: **Fossil Creek Community Park, City-wide**

Strategic Outcome: **Culture & Recreation**

Type: **New Asset**

Strategic Objective: C&R 2 - Implement criteria and prioritization to manage assets and replace equipment that will revitalize parks and recreational facilities, as the planned build out of the parks and trails systems continues

Project Description:

For the third year in a row, pickleball is the fastest-growing sport in America, having grown 51.8% last year and an incredible 223.5% in three years (2024 Topline Participation Report). Ensuring facilities and programs continue to respond to changing user needs is an action related to the Parks and Recreation Plan goal of providing equitable access to recreational experiences. The Parks and Recreation Plan (p175) calls for thirteen additional pickleball courts by 2040. A pickleball complex feasibility study is underway to determine if a community park site can close the gap in the short-term while waiting for future community parks to be built. Based on the Pickleball Complex Open House and additional community feedback, there is a large amount of support for the pickleball complex at Fossil Creek Community Park. Noise impacts remain one of the highest concerns and Park Planning and Development is in studying the issue with an independent, third-party acoustical engineer to evaluate noise impacts in greater detail. Implementation of the feasibility plan, building a 12-court complex, would cost approximately $4m. Project funding may also support new and existing pickleball courts at parks city-wide.

Financial Narrative, Scalability, and Timing:

Recreation revenue will be added as the new amenity is programed. The new complex will need ongoing maintenance and utility costs estimated at $10,000 per year.

Project Funding Source	10 year total
Capital Sales Tax	**$4,000,000**

Source of Estimate: **Park Planning & Development**

Quarter Cent Capital Tax - Project Summary

Project Title: **Gardens on Spring Creek (GOSC) - Children's Garden and Infrastructure Upgrades**

Previous Capital Tax Funding: **$2,385,000**

New Capital Tax Funding: **$1,300,000**

Department: **Cultural Services**

Project Location: **Gardens On Spring Creek - 2145 Centre**

Strategic Outcome: **Culture & Recreation**

Type: **New and Repair/Replace**

Strategic Objective: C&R 1 - Make City arts, cultural and recreational programming more inclusive to reflect the diversity of our community

Project Description:

For twenty years, The Children's Garden at the Gardens has been a beloved destination, offering family-friendly activities and fostering cherished memories for our community. With its wide variety of inviting spaces designed for children to explore, learn, and grow, the garden has become one of GOSC's most popular attractions, serving both daily visitors and as a hands-on classroom for our youth summer camps. However, after two decades of service, the garden is beginning to show signs of wear.

This comprehensive renovation will not only rejuvenate the garden but will also integrate the latest educational practices, ensuring the space remains both relevant and impactful for future generations. We will address critical challenges such as drainage and long-term maintenance, creating a sustainable, high-functioning environment that enhances the garden's longevity and usability.

As part of this project, we're inviting the community to share their ideas and feedback. This will allow us to create a space that truly reflects the diverse cultural values of our residents and reaches a wider audience, strengthening the bond between our garden and our growing community. Additionally, we're focusing on the mental health benefits of nature, with the goal of offering a healing and enriching environment for play that will serve Fort Collins and the surrounding region.

In addition to the garden improvements, significant updates to the event infrastructure will help the Gardens keep pace with the increased attendance following its expansion in 2019. Key updates will include expanded restroom facilities, long-term solutions to parking challenges, reimagined propagation spaces for sustainable plant care, and enhancements to ensure full ADA accessibility, making the Gardens more welcoming and functional for all.

Financial Narrative, Scalability, and Timing:

- **Design documents for Children's Garden: $470k**
- **Design documents for parking, restroom, and ADA improvements: $650k**
- **Children's Garden Construction: $2.5M to $3.5M for construction of the new 1.1 acre garden**
- **Greenhouse space repurposing: $700k to $1.15M for addition / remodel of current structure into indoor learning space**
- **New Greenhouse: $500k to $1.0M**

The project is positioned as a likely candidate for philanthropic support, and would need other funding sources identified in addition to the capital sales tax to complete the full scope identified.

Project Funding Source	10 year total
Capital Sales Tax	**$1,300,000**

Source of Estimate: **Gardens on Spring Creek / Operation Services**

Quarter Cent Capital Tax - Project Summary

Project Title: **Historic Trolley Building Renovation**

Previous Capital Tax Funding: **$0**

New Capital Tax Funding: **$2,200,000**

Department:	**Operations Services/Cultural Services**	Project Location:	**330 North Howes Street**
Strategic Outcome:	**Culture & Recreation**	Type:	**Repair/Replace**
Strategic Objective:	C&R 1 - Make City arts, cultural and recreational programming more inclusive to reflect the diversity of our community		

Project Description:

This funding would be utilized to stabilize the historic downtown trolley building. This building currently houses the Museum of Discovery's object artifacts and other miscellaneous storage. Stabilizing the building for future use is a first step towards maintaining and opening the space for greater public use. Funding in this offer includes temporary storage of the artifacts. In 2017, the Downtown Master Plan identified the historic Downtown Trolley Building as high potential for a community-centered use.

Financial Narrative, Scalability, and Timing:

Phase I: $2.2M building exterior restoration based on recent building condition assessment (2024). Includes structural repairs, tuck-point masonry, and repairs to roof. Funding included for required relocation of museum artifacts and other items using the building for storage, and minimal O&M.

Phase 2: $3.5 - $4.6M dependent on future-determined use of building. Includes high-level estimate for all interior construction, utilities, fixtures and finishes.

Funding from the capital sales tax is needed for the relocation of existing museum artifacts, which must occur before the renovation can begin. Contribution to operating and maintenance costs may also be necessary depending on the final use of the facility, tentatively estimated at $20,000 annually.

Project Funding Source	10 year total
Capital Sales Tax	**$2,200,000**

Source of Estimate: **2024 Building Condition Study/Ops Services**

Quarter Cent Capital Tax - Project Summary

Project Title: **Construction Waste Diversion Equipment**

Previous Capital Tax Funding:	**$0**	New Capital Tax Funding:	**$2,204,000**
Department:	**Streets Department**	Project Location:	**1380 Hoffman Mill Road**
Strategic Outcome:	**Environmental Health**	Type:	**Repair/Replace**
Strategic Objective:	ENV 1 - Implement Our Climate Future to advance the City's greenhouse gas, energy and waste goals; reduce air pollution; and improve community resilience		

Project Description:

This funding request seeks to proactively address equipment to support the current and future levels of recycling at the Hoffman Mill Crushing Facility, which is a lesser-known City facility that has a significant impact on recycling rates in our community. It would take 3.5x the recycling generated by all households and businesses in Fort Collins to equal the amount of concrete, asphalt and soil recycled at the Hoffman Mill Crushing Facility in 2023!

The Hoffman Mill Crushing Facility is crucial to make progress toward Fort Collins' adopted goal of zero waste by 2030 and the Council Priority to Accelerate Zero Waste Infrastructure and Policies. It is admired by other communities working toward zero waste.

Not only does it recycle a vast amount of material, but the Hoffman Mill Crushing Facility also saves the City money by preventing costly landfilling of these heavy materials. With such a high volume of material being processed at the site, equipment breakdowns can severely impact the amount of material the site can recycle, which is why this project focuses on proactive equipment replacement.

In addition to recycling concrete, asphalt and soil from the municipality and the community, Hoffman Mill also works with the City's Parks and Natural Areas Departments to compost the yard trimmings their work generates. This project facilitates the expansion of the existing composting program, enhancing its scope and capacity.

Financial Narrative, Scalability, and Timing:

The timing of equipment replacement is flexible and scalable with combative vendor pricing. Current Hoffman Mill operations are supported by fee revenue generated by the sale of outbound materials; The additional capital sales tax funding is needed to support the purchase of large capital replacements. Equipment is listed in order of priority:
1 - Dirt Screener $220,000 (Composting)
2- Impactor/Crusher $695,000
3 -D7 Dozer $648,000
4 - Backhoe $118,00
5 -200D Excavator $523,000

Project Funding Source	10 year total
Capital Sales Tax	**$2,204,000**

Source of Estimate: **Streets Department**

Quarter Cent Capital Tax - Project Summary

Project Title: **Poudre River North - Access, Parks, and Trails**

Previous Capital Tax Funding: **$0**

New Capital Tax Funding: **$8,000,000**

Department: **Parks**

Project Location: **Poudre River Area, Legacy Park to Soft Gold**

Strategic Outcome: **Culture & Recreation**

Type: **New and Repair/Replace**

Strategic Objective: C&R 2 - Implement criteria and prioritization to manage assets and replace equipment that will revitalize parks and recreational facilities, as the planned build out of the parks and trails systems continues

Project Description:

This funding is proposed to leverage planned and future activity in the area focused on cross-departmental efforts that support ecological functions, recreation, and community safety. This project builds on anticipated stormwater and floodplain improvements for the North College community and will support further river health and riparian habitat priorities. Overall goals include improving access to the Poudre River for neighborhoods to the north and would include habitat, user experience and accessibility improvements.

The specific location and scope of the project are presently under review and is anticipated to include the area of Soft Gold Park, Hickory Trail, Legacy Park, and Rivers Edge Natural Area.

Financial Narrative, Scalability, and Timing:

Project will require capital improvement plan and funding source coordination between Parks Planning & Development, Stormwater Utility, and Natural Areas. Consideration of capital expansion fees as project funding source.

Operating cost impact will be dependent on projects selected for construction and scale, and is estimated at $15k-$20k per year.

Project Funding Source	10 year total
Capital Sales Tax	**$8,000,000**
Stormwater	-
Natural Areas	-
Capital Expansion Fees	-
	$8,000,000

Source of Estimate: **2014 Downtown River Master Plan, PP&D**

Quarter Cent Capital Tax - Project Summary

Project Title: **Nature in the City**

Previous Capital Tax Funding:	**$3,500,000**	New Capital Tax Funding:	**$3,000,000**
Department:	**Natural Areas**	Project Location:	**City-wide**
Strategic Outcome:	**Environmental Health**	Type:	**New and Repair/Replace**
Strategic Objective:	ENV 3 - Expand, restore and maintain the Natural Areas land portfolio to improve habitat conditions across the community and ensure equitable access to nature		

Project Description:

As Fort Collins grows, Nature in the City (NIC) projects provide opportunities for people to interact with and become stewards of their surrounding environment. NIC projects build familiarity with and acceptance of native plantings and naturalized landscapes, with each project helping bring nature closer to the places our community lives, works, learns, and plays. These projects increase wildlife values by creating stronger connectivity between larger patches of urban habitat, such as natural areas and City parks. By funding both internal City efforts and public/private partnerships, the community integrates diverse, native landscapes from the center of Fort Collins to the edges of the Growth Management Area. City-led projects typically address the need to replace existing, resource-intensive and low habitat value landscapes with more diverse and efficient landscapes that help demonstrate how the City organization is working to achieve the same standards being asked of the community. Community-led projects support efforts to extend naturalized landscapes throughout the community. Nature in the City supports numerous current City plans including: 2024 Strategic Plan, City Plan, Our Climate Future, and the Natural Areas Urban Zone Plan, as well as the forthcoming Water Efficiency Plan and Natural Areas Strategic Framework.

Financial Narrative, Scalability, and Timing:

Nature in the City invests in City-led and community-led projects through an annual review of project proposals. Projects may submit for design/planning funds, as well as construction/implementation funding. While the number and scope of projects vary from year to year, annual investment will be generally consistent between 2026-2035.

Native habitat projects take between 3-10 years to establish and stabilize, depending on scale and focus. During this period, projects benefit from support ranging from soil amendments to replanting of challenging areas. Previous CCIP funding of NIC dedicated $500,000 (2026-2030) to support operating costs over five years following construction and implementation. For 2026-2035, operating costs will be addressed by the capial tax annual allocations.

Project Funding Source	10 year total
Capital Sales Tax	**$3,000,000**
General Fund	**$1,200,000**
	$4,200,000

Source of Estimate: **Nature in the City Program Staff**

Quarter Cent Capital Tax - Project Summary

Project Title: **Timberline Recycling Center Improvements**

Previous Capital Tax Funding: **$0**

New Capital Tax Funding: **$1,000,000**

Department: **Streets Department**

Project Location: **1903 S. Timberline Rd.**

Strategic Outcome: **Environmental Health**

Type: **New and Repair/Replace**

Strategic Objective: ENV 1 - Implement Our Climate Future to advance the City's greenhouse gas, energy and waste goals; reduce air pollution; and improve community resilience

Project Description:

The Timberline Recycling Center (TRC) is a well-utilized community resource and hub of recycling in Fort Collins. Our City's waste diversion efforts rely on both innovative recycling solutions and the infrastructure to support them. The Timberline Recycling Center, experiences high utilization, serving over 400 visitors per day. As demand increases, ensuring the site remains safe, accessible, and functional is a priority. This project includes a fire hydrant to enhance safety around flammable materials and a restroom facility to improve accessibility for both customers and on-site staff. These enhancements will create a safer and more customer-focused experience for residents.

By investing in improved infrastructure, these enhancements will reinforce Fort Collins role as a steward of waste diversion and sustainability. Strengthening recycling operations will not only advance the City's Zero Waste goals but also create a more resilient, cost-effective, and environmentally responsible waste management system for the future.

Financial Narrative, Scalability, and Timing:

1. Site changes to increase safety: $313,908
-Installation of a Fire Hydrant.
2. Additional site improvements to provide a restroom $667,275.00
-Provide a heated vault-style restroom with running water and flushing toilets.
-Installation of a Water Meter.
-Installation of restroom may be less expensive if fire hydrant/water line is installed with site improvement.

Site designs for the requested improvements have been completed. Timeline for project completion will depend on several factors, including permitting, procurement, contractor availability, and seasonal construction constraints.

Project Funding Source	10 year total
Capital Sales Tax	**$1,000,000**
Funding Leveraging	
State & Federal	**$300,000**

Source of Estimate: **Streets Department**

Quarter Cent Capital Tax - Project Summary

Project Title: **Composting Infrastructure Advancement**

Previous Capital Tax Funding:	**$0**	New Capital Tax Funding:	**$7,000,000**
Department:	**Environmental Sustainability**	Project Location:	**To Be Determined**
Strategic Outcome:	**Environmental Health**	Type:	**New Asset**
Strategic Objective:	ENV 1 - Implement Our Climate Future to advance the City's greenhouse gas, energy and waste goals; reduce air pollution; and improve community resilience		

Project Description:

This funding would provide a significant portion of funds necessary to support a community-scale compost processing site and facility, which is necessary to advance the City's Zero Waste Goals. These funds will be leveraged toward the build-out of either a local or a regional-scale facility, potentially as a local match for federal and State grant opportunities, or more directly as funding for initial project phases.

Conditions and dependencies to consider include:

- **Securing a site and appropriate permits**
- **Establishment of government structure and intergovernmental agreements, if working regionally**
- **Policy commitments to help ensure sufficient high-quality feedstock, and end market development for finished compost**
- **Additional capital from other sources such as dedicated revenue, state and federal grants, and/or cost-share from other regional partners**

Financial Narrative, Scalability, and Timing:

Estimates are that full diversion of community generated organic waste (including both yard waste and food scraps) would require a facility capable of processing at least 25K tons organic materials per year. Preliminary estimates indicate initial costs for a new facility would range between about $11.7M (for a local-scale 25K tpy facility) and $17.8M (for a regional-scale 50K tpy facility), not including costs of land (18-40 acres, depending on size). A feasibility study estimated a timeline of about 6 years for full build-out and operation, assuming a location and additional funding are secured.

Project Funding Source	10 year total
Capital Sales Tax	**$7,000,000**
Other	-
	$7,000,000

Source of Estimate: **Environmental Sustainability**

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WORK SESSION MEMORANDUM

Date: July 17, 2025

To: Mayor and City Councilmembers

Through: Kelly DiMartino, City manager

Tyler Marr, Deputy City Manager

From: Ginny Sawyer, Project Manager

Subject: July 8, 2025 work session – Community Capital Improvement Program Renewal Item

BOTTOM LINE

The purpose of this memo is to document the summary of the discussion during the July 8, 2025, work session. Mayor Arndt, Mayor Pro Tem Francis and Councilmembers Gutowsky, Pignataro, Canonico and Potyondy, and Ohlson were present in person.

Staff provided an update on work that has occurred since the last work session on May 27, 2025. The recommended package of projects remained the same with the addition of:

- A recommendation to NOT bond against the Housing Fund.
- Added inflation over time to the Housing Fund.
- Communicated the potential for $2-2.5M in remaining 2015-2025 funds that could be utilized towards affordable housing.
- Clarified total Operation & Maintenance included in proposed package is $375K.

DISCUSSION SUMMARY

- There was both disappointment and understanding of the lack of additional dollars to the Housing Fund.
- There was overall support and desire for:
    - Adding $7M to advance composting goals.
    - Scaling or looking for other funding sources for the Parks Shop and the Trolley Barn to find additional money.
    - Changing the name of the Mulberry Pool funding to better reflect that this will be a portion, or seed money, for a future facility.
    - Not requiring all Housing Funds to be restricted to a revolving loan but to be more flexible throughout the 10-year program.

NEXT STEPS

Staff will bring a ballot referral item on August 19, 2025 reflecting the desired changes noted above.

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FOLLOW-UP ITEMS

There was a question regarding the scheduling of Housing Fund availability. With the potential of utilizing remaining 2016-2025 funds along with first year collections, staff anticipates being able to offer a project feasible amount to housing partners within the first or second year. A second contribution could come within the 4th year (2029) with additional dollars being available later in the program.

August 19, 2025

¼-cent Capital Sales Tax Renewal Ballot Referral

Ginny Sawyer - Lead Policy and Project Manager
Joe Wimmer – Utilities Finance Director

Renewal Timeline

2024

- Begin package Development
- February Work Session
- March CFC
- April Work Session
- July CFC
- October CFC
- November Work Session

Q1 2025

- ***Begin Public Outreach and Engagement***
- Refinement of all projects and Programs

Council Touchpoints:

- March CFC

Q2-Q3 2025

- Start to finalize total package
- Continue outreach

Council touchpoints:

- May 27, work session
- July 8, work session
- July 15 or **August 19** Ballot referral

Q4-2025

- ***November ballot***

- Long timeline allowed for multiple Council input and iterations
- Outreach to 10 City Boards & Commissions and 14 community groups and events

Designing Tomorrow Today
1973-1980

Building Community Choice
1997-2005

Project RECAP
1984-1989

Building on Basics
2005-2015

EPIC, Natural Areas, & Choices ‘95
1985-1997

Community Capital Improvement Program
2015-2015

Capital Tax – Successful Project Package

Project Package

Project Name	10-year total *(2024$)*
Pedestrian Sidewalk Program	**14,000,000**
Arterial Intersection Improvement & Streetscapes Program	**12,000,000**
Bicycle Infrastructure & Overpass/Underpass Program	**11,000,000**
Affordable Housing Capital Fund	**10,000,000**
Mulberry Pool Recreational Replacement Leveraging Fund	**10,000,000**
Poudre River North – Health, Access, Parks, and Trails	**8,000,000**
Composting Infrastructure Advancement	**7,000,000**
Downtown Parks Shop	**5,500,000**
Community Bike Park	**5,000,000**
Outdoor Pickleball Complex & Courts	**4,000,000**

Totals & Summary

¼ Cent Tax Revenue

- $11M annual revenue (2024*)
- $110M total revenue 2026-2035 (2024*)

Draft Project Package

- $102.7M total projects (2024*)

** Values are in 2024 dollars for purposes of uniform budgeting of project cost inflation and sales tax revenue growth*

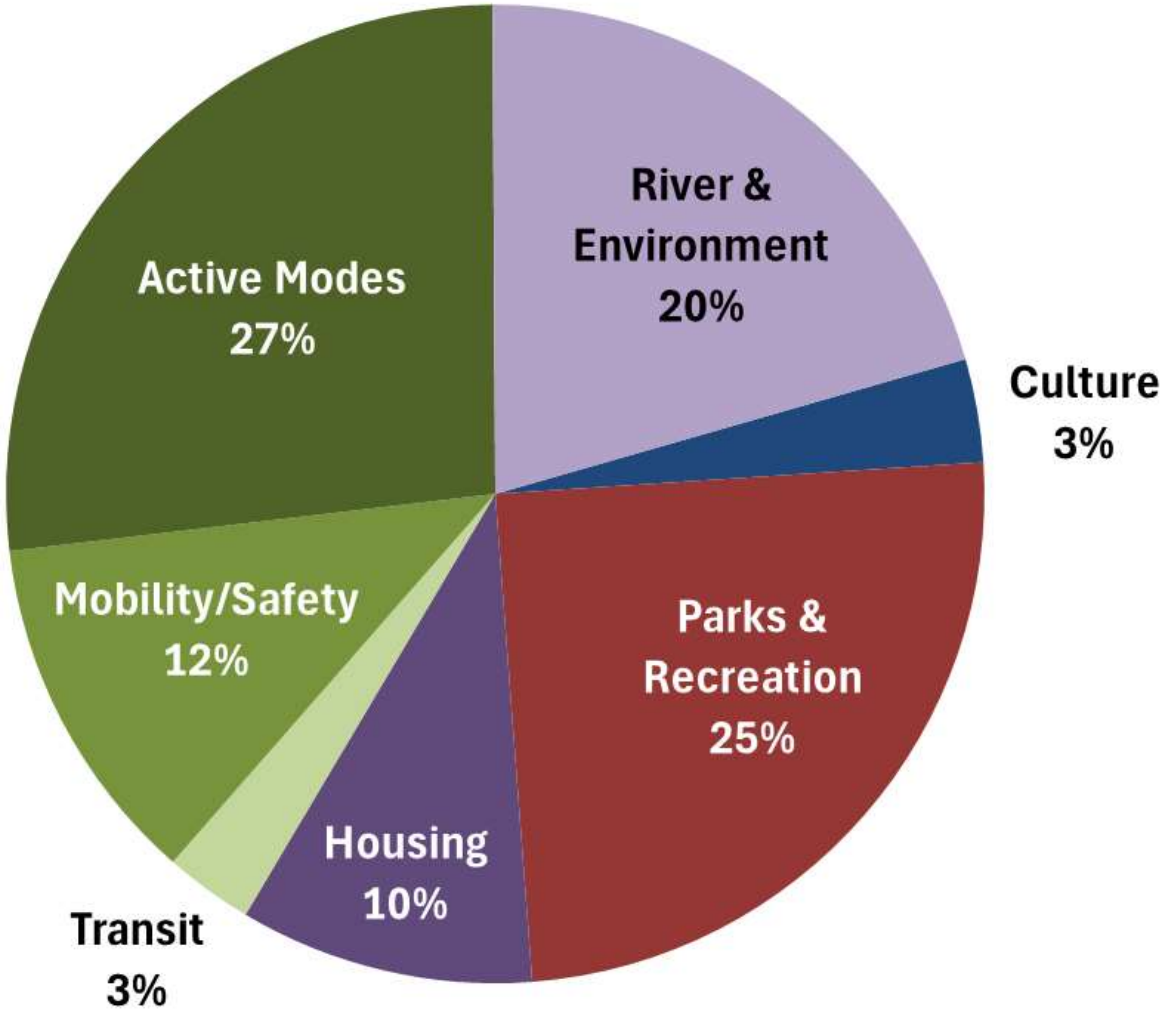

Chart represents draft package ($102.7M)

City of
Fort Collins

2026-2035 Proposed Package

Ongoing Capital Programs-Transportation/Engineering

Arterial Intersection Improvements & Streetscape Program $12M

- Shields and Prospect Intersection Improvements
- Shields and Horsetooth Intersection Improvements
- Drake and Lemay Intersection Improvements
- College and Drake Intersection Improvements
- Shields, Taft Hill, and N. Timberline Corridors
- At least one streetscape project

Bicycle Infrastructure & Overpass/Underpass Program $11M

- Numerous bike lane and safe route to School projects
- Potential grade separated crossings:
  - Power Trail connection to Caribou Drive
  - Power Trail connection to Nancy Gray Drive
  - Linden Street and Poudre River Trail

Ongoing Capital Programs-Transportation/Engineering

Pedestrian Sidewalk Program $14M

- Funding for construction of missing and ADA deficient sidewalks.
- Provides approximately 1.5 to 2 miles of new sidewalk per year.
- Priority is given to areas near schools to advance the Safe Routes to School Program.

Transfort Bus Replacement & Stop Enhancements $3M

- Approximately 150 bus stops will need replacement and updated amenities over the next 10 years.
- At least 30 buses, including eight articulated MAX buses, reach
- the end of useful life in the next 10 years. The previous 10-year capital tax funded $3M towards Transfort's local match to leverage $12M in federal funds.

Recreational Paved Trails $2.5M

- Paved trails cost approximately $1 million per linear mile to build.
- Additional annual funding through the capital tax will leverage Conservation Trust Funds and expedite Strategic Trail Plan implementation.

Funding Background

Program	2005-2015	2016-2025	2026-2035
Arterials Streetscape Road Projects Bikes	Intersections & Traffic Signals $11M Timberline Rd $5M Harmony Rd $4M Bike Implementation $1M Pedestrian Plan $3M North College Ave $4M Transit Replacement $900k	Arterials $6M Bike Infrastructure $5M Bike/Ped Crossing $6M Bus Stops $1M Lincoln Ave Bridge $5.3M Linden St $3M Pedestrian Program $14M Bus replacement $2M Willow Street $3M	Arterials & Streetscapes $12M ($18M) Bike Infrastructure & Crossings $11 ($20M) Pedestrian Program $14 ($16M) Bus Stops & Bus replacement $3M ($6M) Strategic Trails $10M $2.5 ($10M)
	$29M	$45M	$42.5M ($70M requested)

Housing

Affordable Housing Capital Fund $10M

- Potential revolving Loan Fund start-up
- Low interest loans
- Fee credits, etc.

Funding Background

Program	2005-2015	2016-2025	2026-2035
Housing		Affordable Housing Fund $4M	Affordable Housing Fund $10M
	$0M	$4M	$10M ($10M requested)

Parks & Recreation

- **Mulberry Pool Recreational Replacement $10M**
- **Outdoor Pickleball Courts $4M**
- **Community Bike Park $5M**
- **Lee Martinez Farm Renovation and Expansion $1M**
- **Downtown Parks Shop ~~$7.9M~~ ($5.5M)**

Cultural Amenities

- **Downtown Trolley Building ~~$6.8M~~ ($2.2M)**
- Building has has been identified in the Downtown Masterplan as asset for community centered use
  - Currently houses object artifact collection and other storage

Children's Garden and Event Infrastructure Upgrades $1.3M

- A comprehensive renovation will rejuvenate the space to better align with current learning theory, and to address drainage and maintenance issues.

Funding Background

Program	2005-2015	2016-2025	2026-2035
Parks & Culture	Lincoln Center $5M Park Upgrades $1.5M Senior Center $4M MOD $6M	Carnegie $1.7M SECC $14M White Water Park $4M Gardens $2M Club Tico $250k	Mulberry Pool $10M ($10M) Dog Parks $0 ($2.5) Pickleball $4M ($4M) Bike Park $5M ($5M) Lee Martinez $1M ($1M) Parks Shop $8M ($8) Trolley Barn $7M ($7M) Gardens $1.3M ($5.5M)
	$16.5M	$24M	$36.3M ($43M requested)

Nature and Environment

- **River/Accessibility Projects $8M**
  - Looking at Lee Martinez and Legacy Park area to College
  - Focus on access for neighborhoods north of the river and river health – expanded scope to include Hickory Trail and Soft Gold Park

- **Timberline Recycling Center Improvements $1M –** ***reduced due to grant funding***
  - ADA accessibility through ramps and walkways.
  - Expanded access to recycling bins to meet demand.

- **Construction Waste Diversion Equipment Replacement: $2.2M**
  - Five pieces of heavy machinery that support the Crushing and Recycling Facility.
  - In 2023, this facility processed approximately 138,000 tons of concrete and asphalt for reuse and diverting this material from the landfill.

- **Nature in the City (NIC): $3M**
  - City-led projects replace existing, resource-intensive and low habitat value landscapes with more diverse and efficient landscapes.
  - Community-led projects support efforts to extend naturalized landscapes throughout the community.

Funding Background

Program	2005-2015	2016-2025	2026-2035
River & Environment		Nature in the City Fund $3M	River Accessibility $8M ($8M) Timberline Recycling Improvements $1M Waste Diversion Equipment $2.2M ($2.2M) Nature in the City $3M ($3M)
	$0M	$3M	$14.2M ($14.2M requested)

Park
Magpie Meander Natural Area
Hickory St
Hemlock St
McMurry Natural Area
Salyer Natural Area
Legacy Park
W Suniga Rd
N College Ave
River's Edge Natural Area
Woodlawn Dr
Lee Martinez

Affordable Housing Capital Fund Options

Tool 1: Status Quo – Credits & Equity

Current affordable housing fund structure

- Fee waivers/credits
- Direct subsidy/equity
- Does not revolve
- May not substantially accelerate pipeline

Tool 2: Short-term loans

Construction or Predevelopment Loans

- Less than 5 years
- 1-3% Interest rate
- May not substantially accelerate pipeline

Tool 3: Long-term loans

Long-term financing

- Greater than 15 years
- 1% Interest rate
- Allows for the utilization of different tax credit tools
- Better advances pipeline

RESOLUTION 2025-077
OF THE COUNCIL OF THE CITY OF FORT COLLINS SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY A PROPOSED ORDINANCE EXTENDING THE EXPIRING TWENTY-FIVE HUNDREDTHS PERCENT (0.25%) "COMMUNITY CAPITAL IMPROVEMENT PROGRAM" CAPITAL PROJECTS SALES AND USE TAX FOR A PERIOD OF TEN YEARS FOR THE PURPOSE OF OBTAINING REVENUE FOR CAPITAL PROJECTS AND RELATED OPERATION AND MAINTENANCE

A. The City of Fort Collins has enacted a comprehensive sales and use tax, which enactment is codified in Chapter 25, Article III of the Code of the City of Fort Collins (the "Code").

B. The amount of such tax presently imposed by the Code, as contained in Code Section 25-75(a)(3), includes a twenty-five hundredths percent (0.25%) tax, which does not apply to food for home consumption ("groceries"), to generate revenue for the construction of certain capital projects as identified in Ordinance No. 013, 2015, which Ordinance was approved by City voters on April 7, 2015, and which projects were approved by the City Council in accordance with the provisions of said Ordinance (the "Existing Tax").

C. For four decades, the revenue generated by such 0.25% tax has been an essential tool to support expanded City facilities and infrastructure to serve the needs of the community.

D. The Existing Tax will expire at midnight at the end of December 31, 2025.

E. City Council believes it would be in the best interests of the City's citizens to extend the Existing Tax for an additional ten-year period to generate additional revenues for purposes similar to those for which the Existing Tax was originally imposed.

F. Under Article X, Section 20 of the Colorado Constitution, any such extension requires a vote of the people.

G. City Council has reviewed a variety of proposed capital projects and the operation and maintenance needs for some of those projects and has identified certain of the projects which it believes are necessary for the ongoing provision of City services.

H. The purpose of this Resolution is to exercise the Council's authority under Article X, Section 3 of the City Charter to submit to a vote of the people the question of extending the Existing Tax for a period of ten years for the purpose of funding the planning, design, real property acquisition, construction, and operation and maintenance for these necessary capital projects.

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. There is hereby referred to the registered voters of the City at the next regular City election to be held on November 4, 2025, the question of whether the following ordinance should be adopted:

(PROPOSED) VOTER-APPROVED ORDINANCE NO. 003, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
EXTENDING THE EXPIRING TWENTY-FIVE HUNDREDTHS PERCENT (0.25%) "COMMUNITY CAPITAL IMPROVEMENT PROGRAM" CAPITAL PROJECTS SALES AND USE TAX FOR A PERIOD OF TEN YEARS FOR THE PURPOSE OF OBTAINING REVENUE FOR CAPITAL PROJECTS AND RELATED OPERATION AND MAINTENANCE

A. The City of Fort Collins has enacted a comprehensive retail sales and use tax, which enactment is codified in Chapter 25, Article III of the Code of the City of Fort Collins (the "Code").

B. The amount of such tax presently imposed by the Code, as contained in Code Section 25-75(a)(3), includes a twenty-five hundredths percent (0.25%) tax, which does not apply to food for home consumption ("groceries"), to generate revenue for the construction of certain capital projects as identified in Ordinance No. 013, 2015, which Ordinance was approved by City voters on April 7, 2015, and which projects were approved by the City Council in accordance with the provisions of said Ordinance (the "Existing Tax").

C. For four decades, the revenue generated by such 0.25% tax has been an essential tool to support expanded City facilities and infrastructure to serve the needs of the community.

D. The Existing Tax will expire at midnight at the end of December 31, 2025.

E. On August 19, 2025, the City Council adopted Resolution 2025-077 identifying various projects that it believes should be funded by the extension of the Existing Tax, and submitting to the registered electors of the City the question of whether an ordinance extending the Existing Tax for a period of ten years should be enacted to obtain additional revenues for the planning, design, real property acquisition, construction, and operation and maintenance for certain capital projects.

F. At a regular City election on November 4, 2025, the voters of the City of Fort Collins approved the extension of the Existing Tax for the foregoing purposes and determined that, upon the expiration of the Existing Tax, it is necessary and desirable that a twenty-five hundredths percent (0.25%) sales and use tax be imposed on all items taxable under the Code, subject to the exceptions contained in City Code Section 25-73(c) and (d) and Section 25-74(b), commencing January 1, 2026, for the purpose of obtaining revenues for the planning, design, real property acquisition, and construction of the aforementioned capital projects and for the operation and maintenance of some of them.

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

Section 1. That Section 25-75(a)(3) of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 25-75. Rate of tax.

(a) The amount of tax hereby levied is four and thirty-five hundredths (4.35) percent of the purchase price of tangible personal property and taxable services except that the amount of use tax levied

on manufacturing equipment is three (3) percent of the purchase price. This tax is composed of a rate of two and twenty-five hundredths (2.25) percent that does not expire and is not restricted in the use of its proceeds and the remaining rate of two and ten hundredths (2.10) percent is comprised of the following voter-approved taxes:

…

(3) A twenty-five one-hundredths (0.25) percent tax that expires at midnight on December 31, ~~2025~~2035, the proceeds of which are to be used for the purpose of paying the costs of planning, design, real property acquisition, and construction, the capital projects ~~specified in the "Community Capital Improvement Program"~~ and five (5) years of operation and maintenance for those capital projects specified in ~~Ordinance No. 013, 2015~~Voter-Approved Ordinance No. 003, 2025, all of which shall be subject to the terms and conditions of ~~Ordinance No. 013, 2015~~Voter-Approved Ordinance No. 003, 2025; and

…

Section 2. That the revenue generated by the twenty-five hundredths percent (0.25%) sales and use tax imposed pursuant to this Ordinance (the "Tax") shall be used, to the extent that such revenues are sufficient, for the planning, design, real property acquisition, construction, and operation and maintenance for the capital projects described on Exhibit "A", attached hereto and incorporated herein by this reference (the "Projects"), subject to the following terms and conditions:

(a) The design, scheduling and amount of tax revenue to be set aside for the planning, design, real property acquisition, and construction for the Projects, and the operation and maintenance for those Projects for which operation and maintenance funding is provided on Exhibit "A", shall be determined by the City Council; provided, however, that no decision regarding the design or cost of any of these Projects shall substantially change its essential character or eliminate any of its components from that described on Exhibit "A", except as expressly permitted under subsection 2(b) below, nor shall any decision fund less than five (5) years of operation and maintenance for any of the Projects for which such funding is provided for on Exhibit "A", unless the Council has determined that such Project shall not be undertaken pursuant to subsection 2(b), below. This provision shall not be construed as prohibiting the City Council from:

i. enhancing the scope or design of any of the Projects, or increasing the cost thereof, unless such enhancement or increase in cost would substantially impair the City's ability to fully fund the planning, design, real property acquisition, and construction for any of the Projects described on Exhibit "A" or the operation and maintenance for five (5) years from the date of completion of their construction for those of the Projects for which operation and maintenance funding is provided on Exhibit "A", excepting only the Projects, if any, which have been eliminated by the City Council pursuant to the provisions of subsection (b) below; or

ii. using any other revenues lawfully available to the City to enhance the scope or design of any of the Projects, or to fund, in whole or in part, the planning, design, real property acquisition, construction, operation and/or maintenance for any such Projects.

(b) The planning, design, real property acquisition and construction for all of the Projects shall be undertaken and completed by the City unless the City Council determines by resolution, after receiving a recommendation from the City Manager, that it is no longer legally or financially feasible to undertake and complete any of the Projects without substantially altering the essential character of the same from that described on Exhibit "A."

(c) The Projects shall be subject to all applicable provisions in Article XII of Chapter 23, as amended, of the City Code relating to art in public places.

Section 3. That any revenues generated by the Tax and remaining unexpended and unencumbered after the completion of the construction of all of the Projects described on Exhibit "A",

excluding any of these Projects eliminated by the City Council under the provisions of Section 2(b) above, may, in the discretion of the City Council, be used to fund additional operation and maintenance of the Projects or for the planning, design, real property acquisition, construction, operation and/or maintenance for any other capital project approved by the City Council.

Section 4. That the full amount of revenues derived from the Tax may be retained and expended by the City, notwithstanding any state revenue or expenditure limitations including, but not limited to, those contained in Article X, Section 20 of the Colorado Constitution.

Section 5. That the amendment of Section 25-75(a)(3) of the City Code as set forth herein shall take effect at 12:01 a.m. on January 1, 2026.

Section 6. That except as provided herein, all other provisions of Chapter 25 of the City Code shall remain unchanged and in full force and effect unless otherwise rescinded or modified by action of the Council.

Exhibit "A"

Project Descriptions Capital Improvement 0.25% Sales Tax Program 2026-2035	**Estimated Project Cost (2024 dollars)**	**Estimated Annual Operations and Maintenance (2024 dollars)**
Pedestrian Sidewalk Program	**$14,000,000**	**No O&M Funds**
This project will provide annual funding to continue supporting the decades-long compliance program to eliminate gaps in the City's pedestrian network and improve ADA compliance.		
Arterial Intersection Improvements and Streetscapes Program	**$12,000,000**	**No O&M Funds**
This project will provide an annual fund for improvements to arterial intersections and streetscape improvements as prioritized by safety improvements, multi-modal infrastructure needs, alignment with existing plans, and partnership opportunities.		
Bicycle Infrastructure & Overpass/Underpass Program	**$11,000,000**	**No O&M Funds**
This project will provide annual funding for construction of grade-separated bicycle and pedestrian crossings across roadways and for the implementation of projects identified in the Active Modes Plan, Vision Zero Plan, and that help achieve 15-minute city goals		
Affordable Housing Capital Fund	**$10,000,000**	**No O&M Funds**
This project will provide funding to assist with the development of affordable housing through community partners and public or private housing projects. Funding can be used to establish an ongoing revolving fund to provide loans at a low-interest rate		
Mulberry Pool Recreational Replacement Leveraging Fund	**$10,000,000**	**No O&M Funds**
This project will provide a portion of funding anticipated to be needed to replace the existing recreational facility/opportunities currently provided at Mulberry Pool.		

Exhibit "A"

Project Descriptions Capital Improvement 0.25% Sales Tax Program 2026-2035	Estimated Project Cost (2024 dollars)	Estimated Annual Operations and Maintenance (2024 dollars)
Poudre River North – River Health, Access, Parks, and Trails	**$8,000,000**	**$20,000**
This project will leverage Parks, Stormwater, and Natural Areas goals and projects to enhance the Poudre River and access for residents north of Lee Martinez Park and west of College Avenue.		
Composting Infrastructure Advancement	**$7,000,000**	**$20,000**
This project funding will be utilized to advance and scale community-wide composting efforts and infrastructure.		
Downtown Parks Shop	**$5,500,000**	**No O&M Funds**
This project will provide a portion of funding for a new parks shop for maintenance crews which will result in an efficient, safe, and consolidated workspace for people, vehicles, machinery, and horticulture activities.		
Community Bike Park	**$5,000,000**	**$15,000**
This project and funding can be utilized towards land acquisition, design, and construction of a bike park facility.		
Outdoor Pickleball Complex & Courts	**$4,000,000**	**$10,000**
This project creates additional outdoor stand-alone pickleball courts to help meet the growing need in the community.		
Nature in the City	**$3,000,000**	**No O&M Funds**
This project provides annual funding to protect access to nature which can include enhancing existing sites to provide native habitat and increasing species connectivity.		
Transfort Bus Replacement & Stop Enhancements	**$3,000,000**	**No O&M Funds**
This project will provide annual funding to make ADA improvements and upgrades at bus stops throughout the City and will support the local match needed to replace Transfort buses over the next 10 years.		
Recreational Paved Trails	**$2,500,000**	**$10,000**
This project will provide funding to design and construct portions of trails identified in the City's Strategic Trails Plan.		
Construction Waste Diversion Equipment	**$2,200,000**	**No O&M Funds**
This project will replace large equipment over the next 10 years to advance construction and demolition waste and recycling/reuse goals of the City.		

Historic Trolley Building Renovation	**$2,200,000**	**$10,000**
The project will stabilize the existing historic 1906 downtown trolley barn to a state that allows for consideration of potential programming, public-private partnership, and public utilization.		
Gardens on Spring Creek – Children's Garden & Infrastructure	**$1,300,000**	**No O&M Funds**
This project will renovate the 20-year-old Children's Garden to enhance learning opportunities and contribute to event infrastructure upgrades.		
Lee Martinez Farm Renovation & Expansion	**$1,000,000**	**No O&M Funds**
This project will provide a shelter facility and greater ADA access throughout The Farm at Lee Martinez Park.		
Timberline Recycling Center Improvements	**$1,000,000**	**No O&M Funds**
This project will provide a fire hydrant, restroom, and enhanced safety features at the recycling center.		

Section 2. Proposed Voter-Approved Ordinance No. 003, 2025, is hereby submitted to the registered electors of the City of Fort Collins at the next regular election to be held on November 4, 2025, in substantially the following form:

CITY OF FORT COLLINS BALLOT ISSUE NO. ____
A CITY-INITIATED QUESTION

WITHOUT RAISING ADDITIONAL TAXES, SHALL THE CITY'S EXISTING 0.25% SALES AND USE TAX (25 CENTS ON A $100 PURCHASE) APPROVED BY THE VOTERS IN 2015 FOR THE "COMMUNITY CAPITAL IMPROVEMENT PROGRAM" CAPITAL PROJECTS PROGRAM BE EXTENDED FROM ITS CURRENT EXPIRATION AT THE END OF DECEMBER 31, 2025, THROUGH THE END OF DECEMBER 31, 2035;

PROVIDED THAT THE REVENUE DERIVED FROM THE EXTENSION OF SUCH TAX SHALL BE USED TO PAY THE COSTS OF PLANNING, DESIGN, REAL PROPERTY ACQUISITION, AND CONSTRUCTION OF THE FOLLOWING CAPITAL PROJECTS, AND TO PAY FIVE (5) YEARS OF OPERATION AND MAINTENANCE ("O&M") FOR CERTAIN OF THESE CAPITAL PROJECTS AS SPECIFIED BELOW, ALL SUBJECT TO THE TERMS AND CONDITIONS OF PROPOSED VOTER-APPROVED ORDINANCE NO. 003, 2025:

- PEDESTRIAN SIDEWALK PROGRAM
- ARTERIAL INTERSECTION IMPROVEMENTS AND STREETSCAPES PROGRAM
- BICYCLE INFRASTRUCTURE & OVERPASS/UNDERPASS PROGRAM
- AFFORDABLE HOUSING CAPITAL FUND
- MULBERRY POOL RECREATIONAL REPLACEMENT LEVERAGING FUND

- POUDRE RIVER NORTH – HEALTH, ACCESS, PARKS, AND TRAILS (WITH O&M)
- COMPOSTING INFRASTRUCTURE ADVANCEMENT (WITH O&M)
- DOWNTOWN PARKS SHOP
- COMMUNITY BIKE PARK (WITH O&M)
- OUTDOOR PICKLEBALL COMPLEX & COURTS (WITH O&M)
- NATURE IN THE CITY
- TRANSFORT BUS REPLACEMENT & STOP ENHANCEMENTS
- RECREATIONAL PAVED TRAILS (WITH O&M)
- CONSTRUCTION WASTE DIVERSION EQUIPMENT
- HISTORIC TROLLEY BUILDING RENOVATION (WITH O&M)
- GARDENS ON SPRING CREEK – CHILDREN'S GARDEN & INFRASTRUCTURE
- LEE MARTINEZ FARM RENOVATION & EXPANSION
- TIMBERLINE RECYCLING CENTER IMPROVEMENTS

AND FURTHER PROVIDED THAT THE FULL REVENUES DERIVED FROM THE TAX MAY BE RETAINED AND EXPENDED BY THE CITY FOR SUCH PURPOSES, NOTWITHSTANDING ANY STATE REVENUE OR EXPENDITURE LIMITATION INCLUDING, BUT NOT LIMITED TO, THE LIMITATION IN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

YES/FOR _____

NO/AGAINST _____

Passed and adopted on August 19, 2025.

_____
Mayor

ATTEST:

_____
Sr. Deputy City Clerk

Effective Date: August 19, 2025
Approving Attorney: Dianne Criswell

Exhibit: None

UPDATED AUGUST 18, 2025
(revisions shown with redline/strikeout to be removed in final approved version)

RESOLUTION 2025-077
OF THE COUNCIL OF THE CITY OF FORT COLLINS
SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY A PROPOSED ORDINANCE EXTENDING THE EXPIRING TWENTY-FIVE HUNDREDTHS PERCENT (0.25%) "COMMUNITY CAPITAL IMPROVEMENT PROGRAM" CAPITAL PROJECTS SALES AND USE TAX FOR A PERIOD OF TEN YEARS FOR THE PURPOSE OF OBTAINING REVENUE FOR CAPITAL PROJECTS AND RELATED OPERATION AND MAINTENANCE

A. The City of Fort Collins has enacted a comprehensive sales and use tax, which enactment is codified in Chapter 25, Article III of the Code of the City of Fort Collins (the "Code").

B. The amount of such tax presently imposed by the Code, as contained in Code Section 25-75(a)(3), includes a twenty-five hundredths percent (0.25%) tax, which does not apply to food for home consumption ("groceries"), to generate revenue for the construction of certain capital projects as identified in Ordinance No. 013, 2015, which Ordinance was approved by City voters on April 7, 2015, and which projects were approved by the City Council in accordance with the provisions of said Ordinance (the "Existing Tax").

C. For four decades, the revenue generated by such 0.25% tax has been an essential tool to support expanded City facilities and infrastructure to serve the needs of the community.

D. The Existing Tax will expire at midnight at the end of December 31, 2025.

E. City Council believes it would be in the best interests of the City's citizens to extend the Existing Tax for an additional ten-year period to generate additional revenues for purposes similar to those for which the Existing Tax was originally imposed.

F. Under Article X, Section 20 of the Colorado Constitution, any such extension requires a vote of the people.

G. City Council has reviewed a variety of proposed capital projects and the operation and maintenance needs for some of those projects and has identified certain of the projects which it believes are necessary for the ongoing provision of City services.

H. The purpose of this Resolution is to exercise the Council's authority under Article X, Section 3 of the City Charter to submit to a vote of the people the question of extending the Existing Tax for a period of ten years for the purpose of funding the planning, design, real property acquisition, construction, and operation and maintenance for these necessary capital projects.

UPDATED AUGUST 18, 2025
(revisions shown with redline/strikeout to be removed in final approved version)

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. There is hereby referred to the registered voters of the City at the next regular City election to be held on November 4, 2025, the question of whether the following ordinance should be adopted:

(PROPOSED) VOTER-APPROVED ORDINANCE NO. 003, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
EXTENDING THE EXPIRING TWENTY-FIVE HUNDREDTHS PERCENT (0.25%)
"COMMUNITY CAPITAL IMPROVEMENT PROGRAM" CAPITAL PROJECTS SALES
AND USE TAX FOR A PERIOD OF TEN YEARS FOR THE PURPOSE OF
OBTAINING REVENUE FOR CAPITAL PROJECTS AND RELATED OPERATION AND
MAINTENANCE

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A. The City of Fort Collins has enacted a comprehensive retail sales and use tax, which enactment is codified in Chapter 25, Article III of the Code of the City of Fort Collins (the "Code").

B. The amount of such tax presently imposed by the Code, as contained in Code Section 25-75(a)(3), includes a twenty-five hundredths percent (0.25%) tax, which does not apply to food for home consumption ("groceries"), to generate revenue for the construction of certain capital projects as identified in Ordinance No. 013, 2015, which Ordinance was approved by City voters on April 7, 2015, and which projects were approved by the City Council in accordance with the provisions of said Ordinance (the "Existing Tax").

C. For four decades, the revenue generated by such 0.25% tax has been an essential tool to support expanded City facilities and infrastructure to serve the needs of the community.

D. The Existing Tax will expire at midnight at the end of December 31, 2025.

E. On August 19, 2025, the City Council adopted Resolution 2025-077 identifying various projects that it believes should be funded by the extension of the Existing Tax, and submitting to the registered electors of the City the question of whether an ordinance extending the Existing Tax for a period of ten years should be enacted to obtain additional revenues for the planning, design, real property acquisition, construction, and operation and maintenance for certain capital projects.

F. At a regular City election on November 4, 2025, the voters of the City of Fort Collins approved the extension of the Existing Tax for the foregoing purposes and determined that, upon the expiration of the Existing Tax, it is necessary and desirable that a twenty-five hundredths percent (0.25%) sales and use tax be imposed on all items taxable under the Code, subject to the exceptions contained in City Code Section 25-

73(c) and (d) and Section 25-74(b), commencing January 1, 2026, for the purpose of obtaining revenues for the planning, design, real property acquisition, and construction of the aforementioned capital projects and for the operation and maintenance of some of them.

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

Section 1. That Section 25-75(a)(3) of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 25-75. Rate of tax.

(a) The amount of tax hereby levied is four and thirty-five hundredths (4.35) percent of the purchase price of tangible personal property and taxable services except that the amount of use tax levied on manufacturing equipment is three (3) percent of the purchase price. This tax is composed of a rate of two and twenty-five hundredths (2.25) percent that does not expire and is not restricted in the use of its proceeds and the remaining rate of two and ten hundredths (2.10) percent is comprised of the following voter-approved taxes:

…

(3) A twenty-five one-hundredths (0.25) percent tax that expires at midnight on December 31, ~~2025~~2035, the proceeds of which are to be used for the purpose of paying the costs of planning, design, real property acquisition, and construction, the capital projects ~~specified in the "Community Capital Improvement Program"~~ and five (5) years of operation and maintenance for those capital projects specified in ~~Ordinance No. 013, 2015~~Voter-Approved Ordinance No. 003, 2025, all of which shall be subject to the terms and conditions of ~~Ordinance No. 013, 2015~~Voter-Approved Ordinance No. 003, 2025; and

…

Section 2. That the revenue generated by the twenty-five hundredths percent (0.25%) sales and use tax imposed pursuant to this Ordinance (the "Tax") shall be used, to the extent that such revenues are sufficient, for the planning, design, real property acquisition, construction, and operation and maintenance for the capital projects described on Exhibit "A", attached hereto and incorporated herein by this reference (the "Projects"), subject to the following terms and conditions:

(a) The design, scheduling and amount of tax revenue to be set aside for the planning, design, real property acquisition, and construction for the Projects, and the operation and maintenance for those Projects for which operation and maintenance funding is provided on Exhibit "A", shall be determined by the City Council; provided, however, that no decision regarding the design or cost of any of these Projects shall substantially change its essential character or eliminate any of its components from that

described on Exhibit “A”, except as expressly permitted under subsection 2(b) below, nor shall any decision fund less than five (5) years of operation and maintenance for any of the Projects for which such funding is provided for on Exhibit “A”, unless the Council has determined that such Project shall not be undertaken pursuant to subsection 2(b), below. This provision shall not be construed as prohibiting the City Council from:

i. enhancing the scope or design of any of the Projects, or increasing the cost thereof, unless such enhancement or increase in cost would substantially impair the City's ability to fully fund the planning, design, real property acquisition, and construction for any of the Projects described on Exhibit “A” or the operation and maintenance for five (5) years from the date of completion of their construction for those of the Projects for which operation and maintenance funding is provided on Exhibit “A”, excepting only the Projects, if any, which have been eliminated by the City Council pursuant to the provisions of subsection (b) below; or

ii. using any other revenues lawfully available to the City to enhance the scope or design of any of the Projects, or to fund, in whole or in part, the planning, design, real property acquisition, construction, operation and/or maintenance for any such Projects.

(b) The planning, design, real property acquisition and construction for all of the Projects shall be undertaken and completed by the City unless the City Council determines by resolution, after receiving a recommendation from the City Manager, that it is no longer legally or financially feasible to undertake and complete any of the Projects without substantially altering the essential character of the same from that described on Exhibit “A.”

(c) The Projects shall be subject to all applicable provisions in Article XII of Chapter 23, as amended, of the City Code relating to art in public places.

Section 3. That any revenues generated by the Tax and remaining unexpended and unencumbered after the completion of the construction of all of the Projects described on Exhibit “A”, excluding any of these Projects eliminated by the City Council under the provisions of Section 2(b) above, may, in the discretion of the City Council, be used to fund additional operation and maintenance of the Projects or for the planning, design, real property acquisition, construction, operation and/or maintenance for any other capital project approved by the City Council.

Section 4. That the full amount of revenues derived from the Tax may be retained and expended by the City, notwithstanding any state revenue or expenditure limitations including, but not limited to, those contained in Article X, Section 20 of the Colorado Constitution.

UPDATED AUGUST 18, 2025
(revisions shown with redline/strikeout to be removed in final approved version)

Section 5. That the amendment of Section 25-75(a)(3) of the City Code as set forth herein shall take effect at 12:01 a.m. on January 1, 2026.

Section 6. That except as provided herein, all other provisions of Chapter 25 of the City Code shall remain unchanged and in full force and effect unless otherwise rescinded or modified by action of the Council.

Exhibit "A"

Project Descriptions Capital Improvement 0.25% Sales Tax Program 2026-2035	**Estimated Project Cost (2024 dollars)**	**Estimated Annual Operations and Maintenance (2024 dollars)**
Pedestrian Sidewalk Program	**$14,000,000**	**No O&M Funds**
This project will provide annual funding to continue supporting the decades-long compliance program to eliminate gaps in the City's pedestrian network and improve ADA compliance.		
Arterial Intersection Improvements and Streetscapes ~~Program~~	**$12,000,000**	**No O&M Funds**
This project will provide an annual fund for improvements to arterial intersections and streetscape improvements as prioritized by safety improvements, multi-modal infrastructure needs, alignment with existing plans, and partnership opportunities.		
Bicycle Infrastructure & Overpasses/Underpasses ~~Program~~	**$11,000,000**	**No O&M Funds**
This project will provide annual funding for construction of grade-separated bicycle and pedestrian crossings across roadways and for the implementation of projects identified in the Active Modes Plan, Vision Zero Plan, and that help achieve 15-minute city goals		
Affordable Housing Capital Fund	**$10,000,000**	**No O&M Funds**
This project will provide funding to assist with the development of affordable housing through community partners and public or private housing projects. Funding can be used to establish an ongoing revolving fund to provide loans at a low-interest rate		

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Mulberry Pool Recreational Replacement ~~Leveraging Fund~~Support	**$10,000,000**	**No O&M Funds**
This project will provide a portion of funding anticipated to be needed to replace the existing recreational facility/opportunities currently provided at Mulberry Pool.		
Poudre River ~~North~~ – River Health, Access, Parks, and Trails	**$8,000,000**	**$20,000**
This project will leverage Parks, Stormwater, and Natural Areas goals and projects to enhance the Poudre River and access for residents. The focus area is north of Lee Martinez Park and west of College Avenue.		
Composting Infrastructure ~~Advancement~~	**$7,000,000**	**$20,000**
This project funding will be utilized to advance and scale community-wide composting efforts and infrastructure.		
Downtown Parks Shop	**$5,500,000**	**No O&M Funds**
This project will provide a portion of funding for a new parks shop for maintenance crews which will result in an efficient, safe, and consolidated workspace for people, vehicles, machinery, and horticulture activities.		
Community Bike Park	**$5,000,000**	**$15,000**
This project and funding can be utilized towards land acquisition, design, and construction of a bike park facility.		
Outdoor Pickleball ~~Complex & Courts~~Facilities	**$4,000,000**	**$10,000**
This project creates additional outdoor stand-alone pickleball courts to help meet the growing need in the community.		
Nature in the City	**$3,000,000**	**No O&M Funds**
This project provides annual funding to protect access to nature which can include enhancing existing sites to provide native habitat and increasing species connectivity.		
Transfort Buses ~~Replacement~~ & Stops ~~Enhancements~~	**$3,000,000**	**No O&M Funds**
This project will provide annual funding to make ADA improvements and upgrades at bus stops throughout the City and will support the local match needed to replace Transfort buses over the next 10 years.		
Recreational Paved Trails	**$2,500,000**	**$10,000**
This project will provide funding to design and construct portions of trails identified in the City's Strategic Trails Plan.		
Construction Waste Diversion Equipment	**$2,200,000**	**No O&M Funds**
This project will replace large equipment over the next 10 years to advance construction and demolition waste and recycling/reuse goals of the City.		

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Historic Trolley Building Renovation	**$2,200,000**	**$10,000**
The project will stabilize the existing historic 1906 downtown trolley barn to a state that allows for consideration of potential programming, public-private partnership, and public utilization.		
Gardens on Spring Creek – Children's Garden & Infrastructure	**$1,300,000**	**No O&M Funds**
This project will renovate the 20-year-old Children's Garden to enhance learning opportunities and contribute to event infrastructure upgrades.		
Lee Martinez Farm ~~Renovation & Expansion~~Improvements	**$1,000,000**	**No O&M Funds**
This project will provide a shelter facility and greater ADA access throughout The Farm at Lee Martinez Park.		
Timberline Recycling Center Improvements	**$1,000,000**	**No O&M Funds**
This project will provide a fire hydrant, restroom, and enhanced safety features at the recycling center.		

Section 2. Proposed Voter-Approved Ordinance No. 003, 2025, is hereby submitted to the registered electors of the City of Fort Collins at the next regular election to be held on November 4, 2025, in substantially the following form:

CITY OF FORT COLLINS BALLOT ISSUE NO. ____
A CITY-INITIATED QUESTION

WITHOUT RAISING ADDITIONAL TAXES, SHALL THE CITY'S EXISTING 0.25% SALES AND USE TAX (25 CENTS ON A $100 PURCHASE) APPROVED BY THE VOTERS IN 2015 FOR ~~THE "COMMUNITY CAPITAL IMPROVEMENT PROGRAM"~~ CAPITAL PROJECTS ~~PROGRAM~~ BE EXTENDED FROM ITS CURRENT EXPIRATION AT THE END OF ~~DECEMBER 31,~~ 2025, THROUGH THE END OF ~~DECEMBER 31,~~ 2035;

PROVIDED THAT ~~THE~~ REVENUE ~~DERIVED~~ FROM THE EXTENSION OF SUCH TAX SHALL BE USED ~~TO PAY THE COSTS OF~~ FOR PLANNING, DESIGN, REAL PROPERTY ACQUISITION, AND CONSTRUCTION OF THE FOLLOWING CAPITAL PROJECTS, AND ~~TO PAY~~ FIVE (5) YEARS OF OPERATION AND MAINTENANCE ("O&M") FOR CERTAIN OF THESE CAPITAL PROJECTS ~~AS SPECIFIED BELOW~~, ALL SUBJECT TO ~~THE TERMS AND CONDITIONS OF~~ PROPOSED VOTER-APPROVED ORDINANCE NO. 003, 2025:

- PEDESTRIAN SIDEWALK PROGRAM
- ARTERIAL INTERSECTION IMPROVEMENTS AND STREETSCAPES ~~PROGRAM~~
- BICYCLE INFRASTRUCTURE & OVERPASSES/UNDERPASSES ~~PROGRAM~~
- AFFORDABLE HOUSING CAPITAL FUND

UPDATED AUGUST 18, 2025
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- MULBERRY POOL RECREATIONAL REPLACEMENT ~~LEVERAGING FUND~~SUPPORT
- POUDRE RIVER ~~NORTH –~~ RIVER HEALTH, ACCESS, PARKS, AND TRAILS (WITH O&M)
- COMPOSTING INFRASTRUCTURE ~~ADVANCEMENT~~ (WITH O&M)
- DOWNTOWN PARKS SHOP
- COMMUNITY BIKE PARK (WITH O&M)
- OUTDOOR PICKLEBALL ~~COMPLEX & COURTS~~FACILITIES (WITH O&M)
- NATURE IN THE CITY
- TRANSFORT BUSES ~~REPLACEMENT~~ & STOP ~~ENHANCEMENT~~S
- RECREATIONAL PAVED TRAILS (WITH O&M)
- CONSTRUCTION WASTE DIVERSION EQUIPMENT
- HISTORIC TROLLEY BUILDING RENOVATION (WITH O&M)
- GARDENS ON SPRING CREEK – CHILDREN'S GARDEN & INFRASTRUCTURE
- LEE MARTINEZ FARM ~~RENOVATION & EXPANSION~~IMPROVEMENTS
- TIMBERLINE RECYCLING CENTER IMPROVEMENTS;

AND ~~FURTHER~~ PROVIDED THAT ~~THE FULL~~ALL REVENUES ~~DERIVED~~ FROM THE TAX MAY BE RETAINED AND EXPENDED BY THE CITY FOR SUCH PURPOSES, NOTWITHSTANDING ANY STATE REVENUE OR EXPENDITURE LIMITATION INCLUDING, BUT NOT LIMITED TO, ~~THE LIMITATION IN~~ ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

YES/FOR _____

NO/AGAINST _____

Passed and adopted on August 19, 2025.

_____
Mayor

ATTEST:

_____
Sr. Deputy City Clerk

Effective Date: August 19, 2025
Approving Attorney: Dianne Criswell

Exhibit: None

RESOLUTION 2025-077
OF THE COUNCIL OF THE CITY OF FORT COLLINS SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY A PROPOSED ORDINANCE EXTENDING THE EXPIRING TWENTY-FIVE HUNDREDTHS PERCENT (0.25%) "COMMUNITY CAPITAL IMPROVEMENT PROGRAM" CAPITAL PROJECTS SALES AND USE TAX FOR A PERIOD OF TEN YEARS FOR THE PURPOSE OF OBTAINING REVENUE FOR CAPITAL PROJECTS AND RELATED OPERATION AND MAINTENANCE

A. The City of Fort Collins has enacted a comprehensive sales and use tax, which enactment is codified in Chapter 25, Article III of the Code of the City of Fort Collins (the "Code").

B. The amount of such tax presently imposed by the Code, as contained in Code Section 25-75(a)(3), includes a twenty-five hundredths percent (0.25%) tax, which does not apply to food for home consumption ("groceries"), to generate revenue for the construction of certain capital projects as identified in Ordinance No. 013, 2015, which Ordinance was approved by City voters on April 7, 2015, and which projects were approved by the City Council in accordance with the provisions of said Ordinance (the "Existing Tax").

C. For four decades, the revenue generated by such 0.25% tax has been an essential tool to support expanded City facilities and infrastructure to serve the needs of the community.

D. The Existing Tax will expire at midnight at the end of December 31, 2025.

E. City Council believes it would be in the best interests of the City's citizens to extend the Existing Tax for an additional ten-year period to generate additional revenues for purposes similar to those for which the Existing Tax was originally imposed.

F. Under Article X, Section 20 of the Colorado Constitution, any such extension requires a vote of the people.

G. City Council has reviewed a variety of proposed capital projects and the operation and maintenance needs for some of those projects and has identified certain of the projects which it believes are necessary for the ongoing provision of City services.

H. The purpose of this Resolution is to exercise the Council's authority under Article X, Section 3 of the City Charter to submit to a vote of the people the question of extending the Existing Tax for a period of ten years for the purpose of funding the planning, design, real property acquisition, construction, and operation and maintenance for these necessary capital projects.

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. There is hereby referred to the registered voters of the City at the next regular City election to be held on November 4, 2025, the question of whether the following ordinance should be adopted:

(PROPOSED) VOTER-APPROVED ORDINANCE NO. 003, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
EXTENDING THE EXPIRING TWENTY-FIVE HUNDREDTHS PERCENT (0.25%)
"COMMUNITY CAPITAL IMPROVEMENT PROGRAM" CAPITAL PROJECTS SALES
AND USE TAX FOR A PERIOD OF TEN YEARS FOR THE PURPOSE OF
OBTAINING REVENUE FOR CAPITAL PROJECTS AND RELATED OPERATION AND
MAINTENANCE

A. The City of Fort Collins has enacted a comprehensive retail sales and use tax, which enactment is codified in Chapter 25, Article III of the Code of the City of Fort Collins (the "Code").

B. The amount of such tax presently imposed by the Code, as contained in Code Section 25-75(a)(3), includes a twenty-five hundredths percent (0.25%) tax, which does not apply to food for home consumption ("groceries"), to generate revenue for the construction of certain capital projects as identified in Ordinance No. 013, 2015, which Ordinance was approved by City voters on April 7, 2015, and which projects were approved by the City Council in accordance with the provisions of said Ordinance (the "Existing Tax").

C. For four decades, the revenue generated by such 0.25% tax has been an essential tool to support expanded City facilities and infrastructure to serve the needs of the community.

D. The Existing Tax will expire at midnight at the end of December 31, 2025.

E. On August 19, 2025, the City Council adopted Resolution 2025-077 identifying various projects that it believes should be funded by the extension of the Existing Tax, and submitting to the registered electors of the City the question of whether an ordinance extending the Existing Tax for a period of ten years should be enacted to obtain additional revenues for the planning, design, real property acquisition, construction, and operation and maintenance for certain capital projects.

F. At a regular City election on November 4, 2025, the voters of the City of Fort Collins approved the extension of the Existing Tax for the foregoing purposes and determined that, upon the expiration of the Existing Tax, it is necessary and desirable that a twenty-five hundredths percent (0.25%) sales and use tax be imposed on all items taxable under the Code, subject to the exceptions contained in City Code Section 25-

73(c) and (d) and Section 25-74(b), commencing January 1, 2026, for the purpose of obtaining revenues for the planning, design, real property acquisition, and construction of the aforementioned capital projects and for the operation and maintenance of some of them.

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

Section 1. That Section 25-75(a)(3) of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 25-75. Rate of tax.

(a) The amount of tax hereby levied is four and thirty-five hundredths (4.35) percent of the purchase price of tangible personal property and taxable services except that the amount of use tax levied on manufacturing equipment is three (3) percent of the purchase price. This tax is composed of a rate of two and twenty-five hundredths (2.25) percent that does not expire and is not restricted in the use of its proceeds and the remaining rate of two and ten hundredths (2.10) percent is comprised of the following voter-approved taxes:

…

(3) A twenty-five one-hundredths (0.25) percent tax that expires at midnight on December 31, ~~2025~~2035, the proceeds of which are to be used for the purpose of paying the costs of planning, design, real property acquisition, and construction, the capital projects ~~specified in the "Community Capital Improvement Program"~~ and five (5) years of operation and maintenance for those capital projects specified in ~~Ordinance No. 013, 2015~~Voter-Approved Ordinance No. 003, 2025, all of which shall be subject to the terms and conditions of ~~Ordinance No. 013, 2015~~Voter-Approved Ordinance No. 003, 2025; and

…

Section 2. That the revenue generated by the twenty-five hundredths percent (0.25%) sales and use tax imposed pursuant to this Ordinance (the "Tax") shall be used, to the extent that such revenues are sufficient, for the planning, design, real property acquisition, construction, and operation and maintenance for the capital projects described on Exhibit "A", attached hereto and incorporated herein by this reference (the "Projects"), subject to the following terms and conditions:

(a) The design, scheduling and amount of tax revenue to be set aside for the planning, design, real property acquisition, and construction for the Projects, and the operation and maintenance for those Projects for which operation and maintenance funding is provided on Exhibit "A", shall be determined by the City Council; provided, however, that no decision regarding the design or cost of any of these Projects shall substantially change its essential character or eliminate any of its components from that

described on Exhibit “A”, except as expressly permitted under subsection 2(b) below, nor shall any decision fund less than five (5) years of operation and maintenance for any of the Projects for which such funding is provided for on Exhibit “A”, unless the Council has determined that such Project shall not be undertaken pursuant to subsection 2(b), below. This provision shall not be construed as prohibiting the City Council from:

i. enhancing the scope or design of any of the Projects, or increasing the cost thereof, unless such enhancement or increase in cost would substantially impair the City's ability to fully fund the planning, design, real property acquisition, and construction for any of the Projects described on Exhibit “A” or the operation and maintenance for five (5) years from the date of completion of their construction for those of the Projects for which operation and maintenance funding is provided on Exhibit “A”, excepting only the Projects, if any, which have been eliminated by the City Council pursuant to the provisions of subsection (b) below; or

ii. using any other revenues lawfully available to the City to enhance the scope or design of any of the Projects, or to fund, in whole or in part, the planning, design, real property acquisition, construction, operation and/or maintenance for any such Projects.

(b) The planning, design, real property acquisition and construction for all of the Projects shall be undertaken and completed by the City unless the City Council determines by resolution, after receiving a recommendation from the City Manager, that it is no longer legally or financially feasible to undertake and complete any of the Projects without substantially altering the essential character of the same from that described on Exhibit “A.”

(c) The Projects shall be subject to all applicable provisions in Article XII of Chapter 23, as amended, of the City Code relating to art in public places.

Section 3. That any revenues generated by the Tax and remaining unexpended and unencumbered after the completion of the construction of all of the Projects described on Exhibit “A”, excluding any of these Projects eliminated by the City Council under the provisions of Section 2(b) above, may, in the discretion of the City Council, be used to fund additional operation and maintenance of the Projects or for the planning, design, real property acquisition, construction, operation and/or maintenance for any other capital project approved by the City Council.

Section 4. That the full amount of revenues derived from the Tax may be retained and expended by the City, notwithstanding any state revenue or expenditure limitations including, but not limited to, those contained in Article X, Section 20 of the Colorado Constitution.

Section 5. That the amendment of Section 25-75(a)(3) of the City Code as set forth herein shall take effect at 12:01 a.m. on January 1, 2026.

Section 6. That except as provided herein, all other provisions of Chapter 25 of the City Code shall remain unchanged and in full force and effect unless otherwise rescinded or modified by action of the Council.

Exhibit "A"

Project Descriptions Capital Improvement 0.25% Sales Tax Program 2026-2035	**Estimated Project Cost (2024 dollars)**	**Estimated Annual Operations and Maintenance (2024 dollars)**
Pedestrian Sidewalk Program	**$14,000,000**	**No O&M Funds**
This project will provide annual funding to continue supporting the decades-long compliance program to eliminate gaps in the City's pedestrian network and improve ADA compliance.		
Arterial Intersection Improvements and Streetscapes	**$12,000,000**	**No O&M Funds**
This project will provide an annual fund for improvements to arterial intersections and streetscape improvements as prioritized by safety improvements, multi-modal infrastructure needs, alignment with existing plans, and partnership opportunities.		
Bicycle Infrastructure & Overpasses/Underpasses	**$11,000,000**	**No O&M Funds**
This project will provide annual funding for construction of grade-separated bicycle and pedestrian crossings across roadways and for the implementation of projects identified in the Active Modes Plan, Vision Zero Plan, and that help achieve 15-minute city goals		
Affordable Housing Capital Fund	**$10,000,000**	**No O&M Funds**
This project will provide funding to assist with the development of affordable housing through community partners and public or private housing projects. Funding can be used to establish an ongoing revolving fund to provide loans at a low-interest rate		
Mulberry Pool Recreational Replacement Support	**$10,000,000**	**No O&M Funds**
This project will provide a portion of funding anticipated to be needed to replace the existing recreational facility/opportunities currently provided at Mulberry Pool.		
Poudre River – River Health, Access, Parks, and Trails	**$8,000,000**	**$20,000**
This project will leverage Parks, Stormwater, and Natural Areas goals and projects to enhance the Poudre River and access for residents. The focus area is north of Lee Martinez Park and west of College Avenue.		
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This project funding will be utilized to advance and scale community-wide composting efforts and infrastructure.		

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Outdoor Pickleball Facilities	**$4,000,000**	**$10,000**
This project creates additional outdoor stand-alone pickleball courts to help meet the growing need in the community.		
Nature in the City	**$3,000,000**	**No O&M Funds**
This project provides annual funding to protect access to nature which can include enhancing existing sites to provide native habitat and increasing species connectivity.		
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This project will provide funding to design and construct portions of trails identified in the City's Strategic Trails Plan.		
Construction Waste Diversion Equipment	**$2,200,000**	**No O&M Funds**
This project will replace large equipment over the next 10 years to advance construction and demolition waste and recycling/reuse goals of the City.		
Historic Trolley Building Renovation	**$2,200,000**	**$10,000**
The project will stabilize the existing historic 1906 downtown trolley barn to a state that allows for consideration of potential programming, public-private partnership, and public utilization.		
Gardens on Spring Creek – Children's Garden & Infrastructure	**$1,300,000**	**No O&M Funds**
This project will renovate the 20-year-old Children's Garden to enhance learning opportunities and contribute to event infrastructure upgrades.		
Lee Martinez Farm Improvements	**$1,000,000**	**No O&M Funds**
This project will provide a shelter facility and greater ADA access throughout The Farm at Lee Martinez Park.		
Timberline Recycling Center Improvements	**$1,000,000**	**No O&M Funds**
This project will provide a fire hydrant, restroom, and enhanced safety features at the recycling center.		

Section 2. Proposed Voter-Approved Ordinance No. 003, 2025, is hereby submitted to the registered electors of the City of Fort Collins at the next regular election to be held on November 4, 2025, in substantially the following form:

CITY OF FORT COLLINS BALLOT ISSUE NO. ____
A CITY-INITIATED QUESTION

WITHOUT RAISING ADDITIONAL TAXES, SHALL THE CITY'S EXISTING 0.25% SALES AND USE TAX (25 CENTS ON A $100 PURCHASE) APPROVED BY THE VOTERS IN 2015 FOR CAPITAL PROJECTS BE EXTENDED FROM ITS CURRENT EXPIRATION AT THE END OF 2025, THROUGH THE END OF 2035;

PROVIDED THAT REVENUE FROM THE EXTENSION OF SUCH TAX SHALL BE USED FOR PLANNING, DESIGN, REAL PROPERTY ACQUISITION, AND CONSTRUCTION OF THE FOLLOWING CAPITAL PROJECTS, AND FIVE (5) YEARS OF OPERATION AND MAINTENANCE ("O&M") FOR CERTAIN OF THESE CAPITAL PROJECTS, ALL SUBJECT TO PROPOSED VOTER-APPROVED ORDINANCE NO. 003, 2025:

- PEDESTRIAN SIDEWALK PROGRAM
- ARTERIAL INTERSECTION IMPROVEMENTS AND STREETSCAPES
- BICYCLE INFRASTRUCTURE & OVERPASSES/UNDERPASSES
- AFFORDABLE HOUSING CAPITAL FUND
- MULBERRY POOL RECREATIONAL REPLACEMENT SUPPORT
- POUDRE RIVER – RIVER HEALTH, ACCESS, PARKS, AND TRAILS (WITH O&M)
- COMPOSTING INFRASTRUCTURE (WITH O&M)
- DOWNTOWN PARKS SHOP
- COMMUNITY BIKE PARK (WITH O&M)
- OUTDOOR PICKLEBALL FACILITIES (WITH O&M)
- NATURE IN THE CITY
- TRANSFORT BUSES & STOPS
- RECREATIONAL PAVED TRAILS (WITH O&M)
- CONSTRUCTION WASTE DIVERSION EQUIPMENT
- HISTORIC TROLLEY BUILDING RENOVATION (WITH O&M)
- GARDENS ON SPRING CREEK – CHILDREN'S GARDEN & INFRASTRUCTURE
- LEE MARTINEZ FARM IMPROVEMENTS
- TIMBERLINE RECYCLING CENTER IMPROVEMENTS;

AND PROVIDED THAT ALL REVENUES FROM THE TAX MAY BE RETAINED AND EXPENDED BY THE CITY FOR SUCH PURPOSES, NOTWITHSTANDING ANY STATE REVENUE OR EXPENDITURE LIMITATION INCLUDING, BUT NOT LIMITED TO, ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

YES/FOR _____

NO/AGAINST _____

Passed and adopted on August 19, 2025.

_____
Mayor

ATTEST:

_____
Sr. Deputy City Clerk

Effective Date: August 19, 2025
Approving Attorney: Dianne Criswell

Exhibit: None

File Attachments for Item:

27. Resolution 2025-078 Submitting to a Vote of the Registered Electors of the City a Citizen-Initiated Ordinance to Continue the City's Existing Open Space Sales and Use Tax.

This item has been amended to include August 18, 2025 versions of Resolution 2025-078.

The purpose of this item is to submit to a vote of the registered electors, at the City's Regular Election on November 4, 2025, a ballot issue question that approves a citizen-initiated ordinance that proposes the extension of the ¼ of one percent Natural Areas sales and use tax, without expiration, to continue to protect natural areas and open spaces; offer appropriate recreation; provide revenue for responsible restoration and management of protected lands; and partner with Larimer County, COGO, and others to make funding go further. The ordinance makes several modifications to Citizen-Initiated Ordinance No. 1, 2002 (Open Space, Yes!) related to Land Conservation, Operations, and Maintenance Activities to ensure that long-term operations and maintenance needs can be met within the parameters of the initiative language.

A protest hearing regarding the ballot title may be required before consideration of the Resolution. Under Section 7-156 of the City Code, any registered elector desiring to protest a proposed ballot title or submission clause for any initiated measure must file such a protest with the City Clerk, no later than noon on Monday, August 18, 2025. If a protest is filed, a hearing on the protest will be added to the agenda item and must take place before the Council adopts the Resolution setting the ballot title and submission clause.

August 19, 2025

AGENDA ITEM SUMMARY
City Council

STAFF

Delynn Coldiron, City Clerk
Carrie Daggett, City Attorney

SUBJECT

Resolution 2025-078 Submitting to a Vote of the Registered Electors of the City a Citizen-Initiated Ordinance to Continue the City's Existing Open Space Sales and Use Tax.

EXECUTIVE SUMMARY

The purpose of this item is to submit to a vote of the registered electors, at the City's Regular Election on November 4, 2025, a ballot issue question that approves a citizen-initiated ordinance that proposes the extension of the ¼ of one percent Natural Areas sales and use tax, without expiration, to continue to protect natural areas and open spaces; offer appropriate recreation; provide revenue for responsible restoration and management of protected lands; and partner with Larimer County, COGO, and others to make funding go further. The ordinance makes several modifications to Citizen-Initiated Ordinance No. 1, 2002 (Open Space, Yes!) related to Land Conservation, Operations, and Maintenance Activities to ensure that long-term operations and maintenance needs can be met within the parameters of the initiative language.

A protest hearing regarding the ballot title may be required before consideration of the Resolution. Under Section 7-156 of the City Code, any registered elector desiring to protest a proposed ballot title or submission clause for any initiated measure must file such a protest with the City Clerk, no later than noon on Monday, August 18, 2025. If a protest is filed, a hearing on the protest will be added to the agenda item and must take place before the Council adopts the Resolution setting the ballot title and submission clause.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

A citizen-initiated measure to continue the City's Open Space Sales and Use Tax for a period of 25 years was approved by the registered electors of Fort Collins at a special City election on November 5, 2002.

The City Clerk's Office received an initiative petition amending the terms of the 2002 Initiative on July 8, 2025, which the Clerk has determined to contain a sufficient number of signatures to place the initiated measure before the registered electors of the City at the November 4, 2025, regular election. The petition met the requirement that it be signed by registered electors of the City equal to at least ten percent (10%) of the total ballots cast in the last regular City election, which is 5,070. It was determined that the petition contained 6,205 valid signatures (of the signatures verified) and the City Clerk certified the petition as sufficient on July 22, 2025. No protests were filed.

Upon certification, the City Clerk is required to present the certified petition to Council at its next regularly scheduled meeting or at a special meeting called for that purpose. Under Article X, Section 3(a) of the City Charter, for a tax measure requiring voter approval under the Colorado Constitution, upon presentation of an initiative petition certified as to sufficiency by the City Clerk, the City Council must submit said citizen-initiated ordinance, in the form petitioned for, to the registered electors of the City. Council does not have the option of adopting the citizen ordinance as is the case with other citizen-initiated items that are not tax measures.

This Resolution adopts the ballot title and submission clause for the measure. Under Article X, Section 10(b) of the City Charter, the ballot title shall contain information identifying the measure as a city-initiated or citizen-initiated measure. The submission clause shall be brief, shall not conflict with the submission clause for any petition previously filed for the same election, and shall unambiguously state the principle and provision. Both the title and submission clause are printed on the ballot, along with the words "Yes/For" and "No/Against".

Under Section 7-156 of the City Code, any registered elector desiring to protest a proposed ballot title or submission clause for any initiated measure must file such a protest with the City Clerk, no later than noon on Monday, August 18, 2025. If a protest is filed, a hearing on the protest will be added to the agenda item and must take place before the Council adopts the Resolution setting the ballot title and submission clause.

CITY FINANCIAL IMPACTS

None. The item adds no election-related costs since this is a regular election for the City.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Certification of Sufficient Petition
2. Presentation
3. Resolution 2025-078
4. Resolution 2025-078 – August 18, 2025 Strikeout Version
5. Resolution 2025-078 – August 18, 2025 Version

STATEMENT OF INITIATIVE PETITION SUFFICIENCY

(Regular Election)

I, Delynn Coldiron, City Clerk, do hereby certify that:

1. On May 1, 2025 petition representatives Linda Stanley, Kelly Ohlson and Margit Hentschel submitted a petition to initiate an ordinance. The following describes the intent of the initiative:

   For purposes of acquiring, restoring, and maintaining natural areas, open spaces, wildlife habitat, river, streams, and other riparian areas, and biodiverse landscapes, and providing for the appropriate use and enjoyment of these areas by residents, this initiative continues, without expiration, the existing 1/4 of one percent Natural Areas sales and use tax approved in 1992 by the City of Fort Collins voters and extended by voters in 2002 (Open Space, Yes!). By continuing this funding, the Natural Areas Program will continue to protect natural areas and open spaces; offer appropriate recreation; provide revenue for responsible restoration and management of protected lands; and partner with Larimer County, GOCO, and others to make funding go further. This ordinance makes several modifications to Citizen-Initiated Ordinance No. 1, 2002 language (Open Space, Yes!) related to Land Conservation, Operations, and Maintenance Activities to ensure that long-term operations and maintenance needs can be met within the parameters of the initiative language.

2. Said petition requested that the initiated ordinance be placed before the voters at a regular municipal election; and

3. An initiative petition seeking consideration at a regular election must be signed by registered electors of the city equal in number to at least ten (10) percent of the total ballots cast in the last regular city election; and

4. The number of signatures of registered voters who live within the Fort Collins city limits required for said petition to be sufficient is 5,070; and

5. Upon examination of the petition, it has been determined that the petition sections reviewed contain 6,205 valid signatures, and the petition is therefore sufficient for placement on a regular municipal election ballot; and

6. This determination of sufficiency is subject to protest within seven (7) days of this initial determination of sufficiency, which deadline is 5:00 p.m. on July 29, 2025; and if protested, will be superceded by a new determination of sufficiency or insufficency following hearing on the protest(s) and certification of the results of the hearing.

Signed this 22nd day of July, 2025.

Delynn Coldiron

_____

Delynn Coldiron, City Clerk

August 18, 2025

Citizen Initiative – Extension of the ¼ Cent Natural Areas Sales and Use Tax

Delynn Coldiron, City Clerk
Carrie Daggett, City Attorney

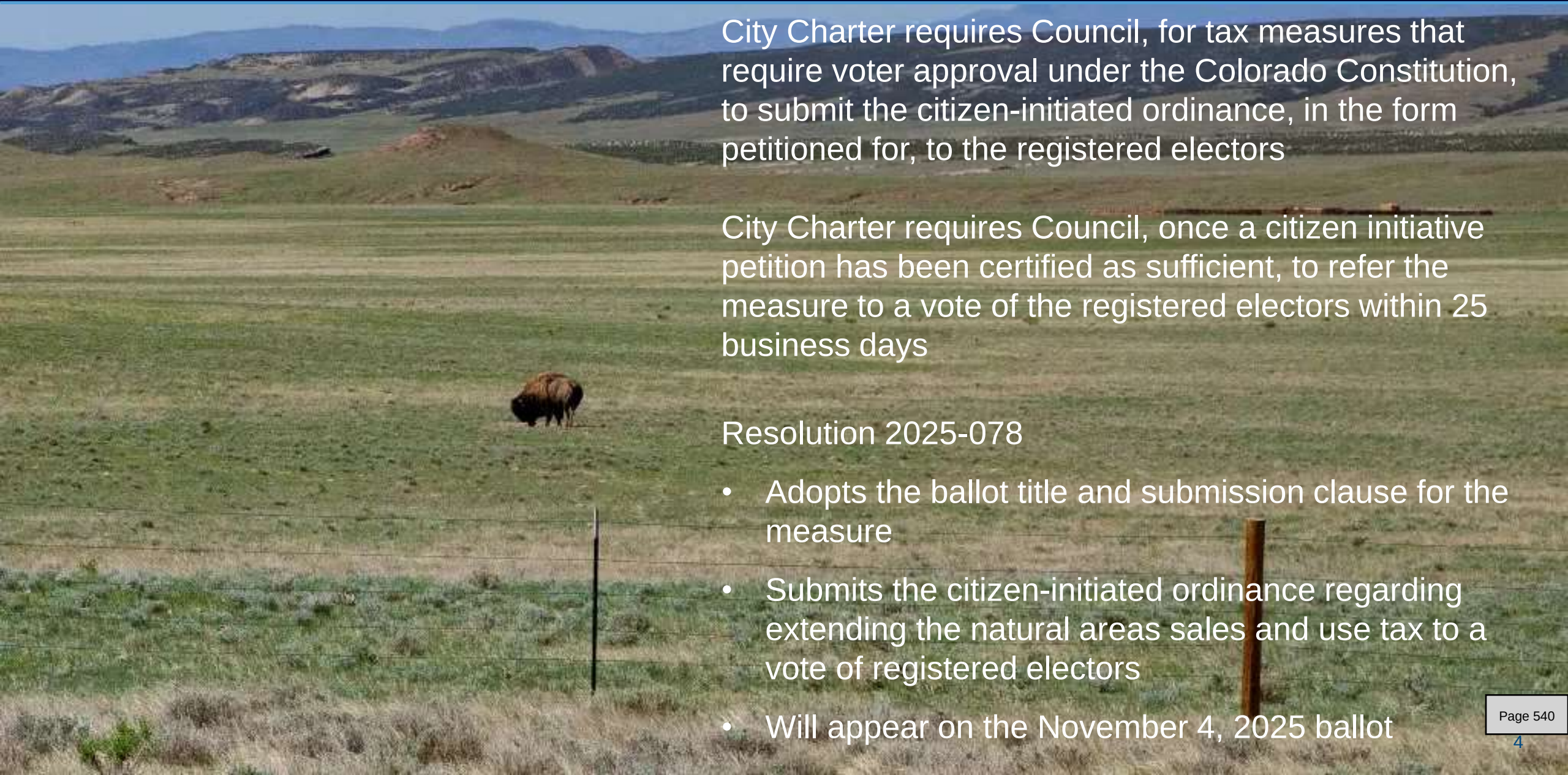
Natural Areas Sales & Use Tax Petition

- **May 1, 2025**
  - Petition Representatives submitted an Initiative Petition to the Clerk's Office
- **May 8, 2025**
  - Form of Initiative Petition approved for circulation
  - 300 petition sections were created allowing for up to 50 signatures per section
- **July 8, 2025**
  - Returned Petition to the Clerk's Office (Deadline was July 9)
  - Included 235 Petition Sections
  - 6,205 signatures were verified (5,070 signatures were needed)
  - Another approximately 1,800 signatures were turned in but didn't need to be checked

Natural Areas Sales & Use Tax Petition

- **June 22, 2025**
  - Statement of sufficiency issued
- **July 29, 2025**
  - Deadline for Protests
  - No Protests were received
- **August 19, 2025**
  - First Regular Meeting available to bring to Council

Present Petition – Council Choices



City Charter requires Council, for tax measures that require voter approval under the Colorado Constitution, to submit the citizen-initiated ordinance, in the form petitioned for, to the registered electors

City Charter requires Council, once a citizen initiative petition has been certified as sufficient, to refer the measure to a vote of the registered electors within 25 business days

Resolution 2025-078

- Adopts the ballot title and submission clause for the measure
- Submits the citizen-initiated ordinance regarding extending the natural areas sales and use tax to a vote of registered electors
- Will appear on the November 4, 2025 ballot

Proposed Ballot Language

PROPOSED CITIZEN-INITIATED ORDINANCE NO. 3

WITHOUT RAISING ADDITIONAL TAXES, SHALL THE CITY'S EXISTING 0.25% SALES AND USE TAX (25 CENTS ON A $100 PURCHASE), WHICH WAS AUTHORIZED BY CITIZEN-INITIATED ORDINANCE NO. 1, 2002, AND AS DESCRIBED IN CITIZEN-INITIATED ORDINANCE NO. 2, 2025, FOR THE ACQUISITION, MAINTENANCE, AND OPERATIONS OF NATURAL AREAS BE EXTENDED, WITHOUT EXPIRATION, FROM ITS CURRENT EXPIRATION AT THE END OF DECEMBER 31, 2030;

PROVIDED THAT THE REVENUES DERIVED FROM SUCH TAX EXTENSION SHALL BE USED TO ACQUIRE, OPERATE AND MAINTAIN NATURAL AREAS, OPEN SPACES, COMMUNITY SEPARATORS, WILDLIFE HABITAT, RIVER, STREAMS AND OTHER RIPARIAN AREAS, WETLANDS, AND BIODIVERSE LANDSCAPES, AND TO PROVIDE FOR THE APPROPRIATE USE AND ENJOYMENT OF THESE AREAS BY THE CITIZENRY AND WITH THE FOLLOWING CHANGES TO CITIZEN-INITIATED ORDINANCE NO. 1, 2002:

- BEGINNING JANUARY 1, 2061, REDUCE THE PERCENTAGE OF TOTAL ANNUAL REVENUE THAT MUST BE SPENT ON LAND CONSERVATION ACTIVITIES, AS DEFINED IN THE CITIZEN-INITIATED ORDINANCE, TO NOT LESS THAN 70% INSTEAD OF NOT LESS THAN 80%.
- BEGINNING JANUARY 1, 2061, INCREASE THE PERCENTAGE OF TOTAL ANNUAL REVENUE THAT MAY BE SPENT ON OPERATIONS AND MAINTENANCE ACTIVITIES, AS DEFINED IN THE CITIZEN-INITIATED ORDINANCE, TO NOT MORE THAN 30% INSTEAD OF NOT MORE THAN 20%;

Proposed Ballot Language

PROPOSED CITIZEN-INITIATED ORDINANCE NO. 3 - CONTINUED

- ADD TO THE DEFINITION OF “LAND CONSERVATION ACTIVITY” IMPROVING ACQUIRED LANDS BY RESTORING, ENHANCING, AND MAINTAINING NATIVE PLANT AND ANIMAL COMMUNITIES FOR THE PRIMARY PURPOSE OF IMPROVING THE ECOLOGICAL HEALTH OF PROTECTED LANDS; AND

- CLARIFY OTHER LANGUAGE OF THE CITIZEN-INITIATED ORDINANCE TO ELIMINATE CONFUSION AND MORE ACCURATELY REFLECT THE POLICIES AND PRACTICES OF THE CITY’S NATURAL AREAS PROGRAM.

AND FURTHER PROVIDED THAT THE FULL AMOUNT OF REVENUES DERIVED FROM THE TAX EXTENSION MAY BE RETAINED AND EXPENDED BY THE CITY NOTWITHSTANDING ANY STATE REVENUE OR EXPENDITURE LIMITATION, INCLUDING, BUT NOT LIMITED TO, THE LIMITATION CONTAINED IN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

YES/FOR _____

NO/AGAINST _____

Protests

- City Code allows any registered elector to protest a ballot title or submission clause.

- Protest Deadline: Monday, August 18, 2025 (by noon).

- If any are received, a public hearing will be added to the agenda and must take place before Council can adopt the Resolution.

City of Fort Collins

Questions?

RESOLUTION 2025-078
OF THE COUNCIL OF THE CITY OF FORT COLLINS
SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF
THE CITY A CITIZEN-INITIATED ORDINANCE TO CONTINUE
THE CITY'S EXISTING OPEN SPACE SALES AND USE TAX

A. Under Article X, Section 1 of the City Charter, the registered electors of the City have the power to propose a measure to the City Council, and if the City Council fails to adopt a measure so proposed, then to adopt or reject such ordinance or resolution at the polls.

B. A citizen-initiated measure to continue the City's Open Space Sales and Use Tax for a period of 25 years (the "2002 Initiative") was approved by the registered electors of Fort Collins at a special City election on November 5, 2002.

C. An initiative petition amending the terms of the 2002 Initiative and extending the Open Space Sales and Use Tax without expiration (the "Initiated Measure") has been submitted to the City, and the City Clerk has certified said petition as sufficient for submission of the initiated ordinance to a vote of the people at the next regular City election on November 4, 2025.

D. In addition to removing the expiration of the Tax, the Initiated Measure amends the terms of the 2002 Initiative by:

a. Starting in 2061:
    i. reducing the percentage of revenues from the tax that *must* be used for "land conservation activities" to 70 percent (from 80 percent); and
    ii. increasing the percentage of revenues from the tax that *may* be used for maintenance and operations to 30 percent (from 20 percent);
b. Changing the definition of "land conservation activity", for which a specified amount of the tax revenues must be used, to include expenditures to support the ecological health of protected lands; and
c. Clarifying other language to eliminate confusion and more accurately reflect the policies and practices of the Natural Areas program.

E. The City Clerk has presented the petition for the Initiated Measure to the City Council as provided in Article X, Section 2(f) of the City Charter.

F. Under Article X, Section 3(a) of the City Charter, for a tax measure requiring voter approval under the Colorado Constitution, upon presentation of an initiative petition certified as to sufficiency by the City Clerk the City Council must submit said citizen-initiated ordinance, in the form petitioned for, to the registered electors of the City.

G. The ballot title for the measure must identify the measure as either a city-initiated or citizen-initiated measure.

H. The submission clause must be brief, must not conflict with those selected for any petition previously filed for the same election, and must unambiguously state the principle of the provision sought to be added.

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. There is hereby submitted to the registered electors of the City at the next regular city election to be held on Tuesday, November 4, 2025, the following proposed citizen-initiated ordinance:

[THIS IS THE EXACT LANGUAGE OF THE INITIATED ORDINANCE AND CANNOT BE CHANGED IN ANY WAY]

CITIZEN-INITIATED ORDINANCE NO. 2

A. The Fort Collins Natural Areas Department has protected over 55,000 acres and provided 114 miles of trails since the first citizens' initiative establishing a ¼ of one percent Natural Areas and Open Space sales tax in 1992 and its subsequent renewal in 2002 (Open Space, Yes!). Not only has the Natural Areas Program significantly improved the quality of life for Fort Collins residents, it continues to be a key partner in conserving native plant and wildlife communities, ecosystems, biodiversity, and other large landscapes in Northern Colorado.

B. Fort Collins residents currently enjoy the open spaces and natural areas; the recreation they provide, such as walking, hiking, biking, wildlife viewing, bird watching, and fishing; the educational opportunities and programs provided to people of all ages and backgrounds; and the beautiful landscapes and views they provide. About 96% of Fort Collins residents reported visiting a City of Fort Collins natural area, open space or trail in the previous 12 months according to the Our Lands, Our Future 2023 survey.

C. Continuing this initiative into the future will ensure the long-term sustainability of the Natural Areas Program. The Natural Areas Program can continue to protect natural areas, open spaces, and wildlife habitat; offer appropriate recreation (walking/hiking/biking and more) and education programs; provide revenue for restoration and management of protected lands; and partner with Larimer County, GOCO, and others to make funding go much further.

D. This ordinance makes several modifications to Citizen-Initiated Ordinance No. 1, 2002 language (Open Space, Yes!) related to Land Conservation, Operations, and Maintenance Activities. This will ensure that long-term operations and maintenance needs can be met within the parameters of the initiative language. Maintaining native plant and animal communities for the primary purpose of improving the current and future ecological health of protected lands will be moved into the category of Land Conservation Activities from Maintenance Activities, as will monitoring of land conservation easements.

E. The minimum percentage of tax revenue that must be spent on Land Conservation activities shall decrease from 80% to 70% beginning January 1, 2061. Note that the Natural Areas Department share of the Larimer County Help Preserve Open Spaces sales tax may be used for Land Conservation, Operations, or Maintenance Activities, making these percentages sustainable into the future.

F. Because the Fort Collins Natural Areas Department relies solely on sales tax revenues from sources with expiration dates, long-term planning for the future is difficult. This initiative will remove the expiration date of the Open Space, Yes! (Citizen-Initiated Ordinance No. 1, 2002) tax.

In light of the foregoing recitals, BE IT ORDAINED AS FOLLOWS:

Section 1. THAT for purposes of acquiring, operating, and maintaining natural areas, open spaces, community separators, wildlife habitat, river, streams and other riparian areas, wetlands, and biodiverse landscapes, and providing for the appropriate use and enjoyment of these areas by the citizenry, the existing twenty-five one-hundredths (.25) percent sales and use tax authorized by Citizen Initiated Ordinance No. 1, 2002 and approved by the City of Fort Collins voters, be extended without expiration (the "Tax").

Section 2. THAT land conservation projects using revenues from the Tax shall be undertaken where there is an identifiable benefit to the residents of the City of Fort Collins as determined by the City Council, whether undertaken by the City of Fort Collins alone or in partnership with one or more entities. The projects shall be undertaken within the City of Fort Collins and its Growth Management Area boundary; in the areas between Fort Collins and the communities of Wellington, Windsor, Loveland, Timnath, Bellvue, and LaPorte; in the foothills west of Fort Collins; in the Poudre River corridor; and regionally.

Section 3. THAT 100 percent (100%) of the proceeds from the Tax shall be deposited into the Sales and Use Tax Fund and shall be apportioned as follows:

a) Not less than 80 percent (80%) of the total annual revenue of the Tax received during the time period January 1, 2031 to December 31, 2060 shall be used solely for Land Conservation Activities as defined herein.

b) Not less than 70 percent (70%) of the total annual revenue of the Tax received beginning January 1, 2061, and not including revenues prior to January 1, 2061, shall be used solely for Land Conservation Activities as defined herein.

c) Not more than 20 percent (20%) of the total annual revenue of the Tax received during the time period January 1, 2031 to December 31, 2060 shall be used solely for Operations Activities and Maintenance Activities as defined herein.

d) Not more than 30 percent (30%) of the total annual revenue of the Tax received beginning January 1, 2061, and not including revenues prior to January 1, 2061, shall be used solely for Operations Activities and Maintenance Activities as defined herein. This percentage shall be calculated on a 10-year rolling average, beginning January 1, 2071, and the City of Fort Collins shall evaluate and verify annually, beginning January 1, 2071, that this 10-year rolling average does not exceed 30% of the average annual revenue of the Tax.

Section 4. THAT "Land Conservation Activities" are herein defined to solely include the following:

a) Acquiring interests in real property for the purposes of conserving and protecting natural areas, open spaces, community separators, wildlife habitat, rivers, streams and other riparian areas, wetlands, and biodiverse landscapes. Acquiring interests in real property includes, without limitation, fee simple acquisition, acquisition of perpetual conservation or agricultural easements, and acquisition of development rights, whether alone or in cooperation with one or more entities;

b) Acquiring or leasing water rights and water storage rights for the purpose of conserving, restoring, and maintaining conserved and protected lands, or if acquisition of interests in real property is contingent on acquisition of water rights;

c) Acquiring subsurface rights, such as mineral (e.g. gravel) rights;

d) Allowing expenditure of funds for joint projects between Larimer County, other municipalities, trusts, foundations, GOCO, or other public or private entities for the purpose of land conservation;

e) Improving acquired lands by restoring, enhancing, and maintaining native plant and animal communities for the primary purpose of improving the current and future ecological health of protected lands and their native plant and animal communities;

f) Providing grant funds to protect, restore and enhance native plant and animal communities on private and publicly owned natural areas in Fort Collins and unincorporated Larimer County;

g) Hiring land agents, as necessary, to act on behalf of the City of Fort Collins in negotiating contracts with the owners of such interests in real property; and

h) Monitoring lands protected by less than fee simple acquisition at least annually, through the use of third-party land trusts, the City of Fort Collins, or other appropriate parties, to ensure lands are protected and maintained in accordance with the terms of the acquisition and adopted management plans and agreements. Except as otherwise expressly agreed, owners of properties protected by less than fee simple acquisition shall be responsible for maintaining all lands, structures, enhancements, and facilities in accordance with the adopted site-specific management plans and agreements; and

i) Administering and directly supervising Land Conservation Activities as described in this section.

j) Land Conservation Activities shall not include any activities defined herein as Operations Activities or Maintenance Activities.

Section 5. THAT "Operations Activities" of conserved and protected lands is herein defined to include the following:

a) Conducting educational and volunteer programs to involve citizens in the ownership of conserved and protected lands;

b) Informing the public about City of Fort Collins open spaces and programs, such as producing and distributing newsletters, brochures and maps and providing a website and social media content;

c) Providing public capital facilities to manage human usage of conserved lands, such as trails, fencing, wildlife viewing structures, restrooms, drinking water, trash and recycling receptacles, traffic-related infrastructure and parking areas associated with usage, signage, interpretive exhibits, or information displays;

d) Developing, implementing and updating an overall program master plan, as well as site-specific management plans for conserved and protected lands;

e) Administering the natural areas and land conservation programs, including on-going accounting, record keeping, scheduling, personnel management, interacting with the City Council and the citizens, and administering easement requests in accordance with the adopted natural areas easement policy;

f) Law enforcement activities for the purpose of enforcing natural areas and open lands regulations and other applicable laws; and

g) Administering and directly supervising all Operations Activities described in this section.

h) Operations Activities shall not include any activities defined herein as Land Conservation Activities or Maintenance Activities.

Section 6. THAT "Maintenance Activities" of conserved and protected lands is herein defined to include the following:

a) Repairing, cleaning, or replacing public capital facilities as described in Section 5, such as trails, fencing, wildlife viewing structures, restrooms, drinking water, trash and recycling receptacles, parking areas, signage, interpretive exhibits, or information displays, and removing trash and debris;

b) Administering and directly supervising all Maintenance Activities described in this section.

c) Maintenance Activities shall not include any activities defined herein as Operations Activities or Land Conservation Activities.

Section 7. THAT all Land Conservation Activities as defined in Section 4 shall be accomplished by agreement with willing sellers.

Section 8. THAT the City of Fort Collins shall expend moneys for Land Conservation Activities in a timely and expedient manner, seeking to avoid substantial escalation in costs of real property or the real property being no longer available, including, where appropriate, cooperating with land trusts and other public and private land conservation entities.

Section 9. THAT all revenues generated on open space, natural areas, wildlife habitat, and other Land Conservation Activities performed or acquired with the Tax shall be used for the purposes stated herein. Revenues generated from leasehold interests in real property shall subsequently be used for Land Conservation Activities.

Section 10. THAT investment earnings on the revenues of the Tax shall be used for the purposes stated herein and apportioned as provided in Section 3.

Section 11. THAT, except with the express approval of the City Council, (a) no interest in real property acquired with the revenues provided by the Tax may be sold, leased, traded, or otherwise conveyed, (b) nor may an exclusive license or permit on such interest in real property be given, (c) nor may the use of such interest in real property be converted to purposes other than those permitted hereby. Prior to such action, the proposed action shall be reviewed by the appropriate board, and a recommendation shall be forwarded to the City Council. Approval of the action may be given only by a majority vote of the members of City Council after a public hearing held with notice provided in accordance with the applicable law.

Section 12. THAT (a) if any real property or interest therein acquired by use of proceeds of the Tax pursuant to this initiative ever be sold, exchanged, transferred, leased or otherwise disposed of, the consideration for such sale, exchange, transfer, lease or disposition shall be deposited into a fund or account for Land Conservation Activities and be subject to the same expenditure and use restrictions as those set forth herein for the original proceeds of the Tax, including restrictions set forth in this Section; and (b) if any real property or interest therein acquired by use of proceeds of the Tax pursuant to Section 1 of this initiative shall ever be converted to purposes other than those described herein, the City of Fort Collins shall pay into a fund or account for Land Conservation Activities, from any legally available municipal moneys other than the Tax, the then estimated fair market value of such property, as determined by an appraisal.

Section 13. THAT the City of Fort Collins is authorized to adopt such uniform rules, regulations, and ordinances as may be necessary for the administration and enforcement of this initiative in a manner consistent with the language herein; and that the City Council or its authorized representatives are hereby empowered to enter into and execute on behalf of the City of Fort Collins any agreements necessary for the administration and enforcement of this initiative in a manner consistent with the language herein.

Section 14. THAT the City of Fort Collins Land Conservation and Stewardship Board shall advise and make recommendations to the City Council regarding the expenditure of moneys for the purposes stated herein.

Section 15. THAT the City of Fort Collins shall prepare for review by the appropriate board(s) and City Council quarterly financial reports to include revenues, expenditures, and balances in the applicable funds or accounts, and any other appropriate related accounts, and shall prepare a report to the public annually regarding the use of the revenues derived from the Tax.

Section 16. THAT the full amount of revenues, and any investment earnings thereon, derived from the Tax shall be retained and expended by the City of Fort Collins, notwithstanding any state revenue or expenditure limitations including, without limitation, those contained in Article X, Section 20 of the Colorado Constitution.

Section 17. THAT this initiative shall become effective at 12:01 a.m. January 1, 2031.

Section 2. The foregoing proposed citizen-initiated ordinance is hereby submitted to the registered electors of the City at said regular city election in substantially the following form:

CITY OF FORT COLLINS BALLOT ISSUE NO. ____
A CITIZEN-INITIATED QUESTION

WITHOUT RAISING ADDITIONAL TAXES, SHALL THE CITY'S EXISTING 0.25% SALES AND USE TAX (25 CENTS ON A $100 PURCHASE), WHICH WAS AUTHORIZED BY CITIZEN-INITIATED ORDINANCE NO. 1, 2002, AND AS DESCRIBED IN CITIZEN-INITIATED ORDINANCE NO. 2, 2025, FOR THE ACQUISITION, MAINTENANCE, AND OPERATIONS OF NATURAL AREAS BE EXTENDED, WITHOUT EXPIRATION, FROM ITS CURRENT EXPIRATION AT THE END OF DECEMBER 31, 2030;

PROVIDED THAT THE REVENUES DERIVED FROM SUCH TAX EXTENSION SHALL BE USED TO ACQUIRE, OPERATE AND MAINTAIN NATURAL AREAS, OPEN SPACES, COMMUNITY SEPARATORS, WILDLIFE HABITAT, RIVER, STREAMS AND OTHER RIPARIAN AREAS, WETLANDS, AND BIODIVERSE LANDSCAPES, AND TO PROVIDE FOR THE APPROPRIATE USE AND ENJOYMENT OF THESE AREAS BY THE CITIZENRY AND WITH THE FOLLOWING CHANGES TO CITIZEN-INITIATED ORDINANCE NO. 1, 2002:

- BEGINNING JANUARY 1, 2061, REDUCE THE PERCENTAGE OF TOTAL ANNUAL REVENUE THAT MUST BE SPENT ON LAND CONSERVATION ACTIVITIES, AS DEFINED IN THE CITIZEN-INITIATED ORDINANCE, TO NOT LESS THAN 70% INSTEAD OF NOT LESS THAN 80%.
- BEGINNING JANUARY 1, 2061, INCREASE THE PERCENTAGE OF TOTAL ANNUAL REVENUE THAT MAY BE SPENT ON OPERATIONS AND MAINTENANCE ACTIVITIES, AS DEFINED IN THE CITIZEN-INITIATED ORDINANCE, TO NOT MORE THAN 30% INSTEAD OF NOT MORE THAN 20%;
- ADD TO THE DEFINITION OF "LAND CONSERVATION ACTIVITY" IMPROVING ACQUIRED LANDS BY RESTORING, ENHANCING, AND MAINTAINING NATIVE PLANT AND ANIMAL COMMUNITIES FOR THE PRIMARY PURPOSE OF IMPROVING THE ECOLOGICAL HEALTH OF PROTECTED LANDS; AND
- CLARIFY OTHER LANGUAGE OF THE CITIZEN-INITIATED ORDINANCE TO ELIMINATE CONFUSION AND MORE ACCURATELY REFLECT THE POLICIES AND PRACTICES OF THE CITY'S NATURAL AREAS PROGRAM.

AND FURTHER PROVIDED THAT THE FULL AMOUNT OF REVENUES DERIVED FROM THE TAX EXTENSION MAY BE RETAINED AND EXPENDED BY THE CITY NOTWITHSTANDING ANY STATE REVENUE OR EXPENDITURE LIMITATION, INCLUDING, BUT NOT LIMITED TO, THE LIMITATION CONTAINED IN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

YES/FOR _____

NO/AGAINST _____

Passed and adopted on August 19, 2025.

_____
Mayor

ATTEST:

_____
Sr. Deputy City Clerk

Effective Date: August 19, 2025
Approving Attorney: Carrie Daggett

Exhibit: None

UPDATED AUGUST 18, 2025
(revisions shown with redline/strikeout to be removed in final approved version)

RESOLUTION 2025-078
OF THE COUNCIL OF THE CITY OF FORT COLLINS
SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF
THE CITY A CITIZEN-INITIATED ORDINANCE TO CONTINUE
THE CITY'S EXISTING OPEN SPACE SALES AND USE TAX

A. Under Article X, Section 1 of the City Charter, the registered electors of the City have the power to propose a measure to the City Council, and if the City Council fails to adopt a measure so proposed, then to adopt or reject such ordinance or resolution at the polls.

B. A citizen-initiated measure to continue the City's Open Space Sales and Use Tax for a period of 25 years (the "2002 Initiative") was approved by the registered electors of Fort Collins at a special City election on November 5, 2002.

C. An initiative petition amending the terms of the 2002 Initiative and extending the Open Space Sales and Use Tax without expiration (the "Initiated Measure") has been submitted to the City, and the City Clerk has certified said petition as sufficient for submission of the initiated ordinance to a vote of the people at the next regular City election on November 4, 2025.

D. In addition to removing the expiration of the Tax, the Initiated Measure amends the terms of the 2002 Initiative by:

a. Starting in 2061:
    i. reducing the percentage of revenues from the tax that *must* be used for "land conservation activities" to 70 percent (from 80 percent); and
    ii. increasing the percentage of revenues from the tax that *may* be used for maintenance and operations to 30 percent (from 20 percent);
b. Changing the definition of "land conservation activity", for which a specified amount of the tax revenues must be used, to include expenditures to support the ecological health of protected lands; and
c. Clarifying other language to eliminate confusion and more accurately reflect the policies and practices of the Natural Areas program.

E. The City Clerk has presented the petition for the Initiated Measure to the City Council as provided in Article X, Section 2(f) of the City Charter.

F. Under Article X, Section 3(a) of the City Charter, for a tax measure requiring voter approval under the Colorado Constitution, upon presentation of an initiative petition certified as to sufficiency by the City Clerk the City Council must submit said citizen-initiated ordinance, in the form petitioned for, to the registered electors of the City.

G. The ballot title for the measure must identify the measure as either a city-initiated or citizen-initiated measure.

H. The submission clause must be brief, must not conflict with those selected for any petition previously filed for the same election, and must unambiguously state the principle of the provision sought to be added.

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. There is hereby submitted to the registered electors of the City at the next regular city election to be held on Tuesday, November 4, 2025, the following proposed citizen-initiated ordinance:

[THIS IS THE EXACT LANGUAGE OF THE INITIATED ORDINANCE AND CANNOT BE CHANGED IN ANY WAY]

CITIZEN-INITIATED ORDINANCE NO. 2

A. The Fort Collins Natural Areas Department has protected over 55,000 acres and provided 114 miles of trails since the first citizens' initiative establishing a ¼ of one percent Natural Areas and Open Space sales tax in 1992 and its subsequent renewal in 2002 (Open Space, Yes!). Not only has the Natural Areas Program significantly improved the quality of life for Fort Collins residents, it continues to be a key partner in conserving native plant and wildlife communities, ecosystems, biodiversity, and other large landscapes in Northern Colorado.

B. Fort Collins residents currently enjoy the open spaces and natural areas; the recreation they provide, such as walking, hiking, biking, wildlife viewing, bird watching, and fishing; the educational opportunities and programs provided to people of all ages and backgrounds; and the beautiful landscapes and views they provide. About 96% of Fort Collins residents reported visiting a City of Fort Collins natural area, open space or trail in the previous 12 months according to the Our Lands, Our Future 2023 survey.

C. Continuing this initiative into the future will ensure the long-term sustainability of the Natural Areas Program. The Natural Areas Program can continue to protect natural areas, open spaces, and wildlife habitat; offer appropriate recreation (walking/hiking/biking and more) and education programs; provide revenue for restoration and management of protected lands; and partner with Larimer County, GOCO, and others to make funding go much further.

D. This ordinance makes several modifications to Citizen-Initiated Ordinance No. 1, 2002 language (Open Space, Yes!) related to Land Conservation, Operations, and Maintenance Activities. This will ensure that long-term operations and maintenance needs can be met within the parameters of the initiative language. Maintaining native plant and animal communities for the primary purpose of improving the current and future ecological

health of protected lands will be moved into the category of Land Conservation Activities from Maintenance Activities, as will monitoring of land conservation easements.

E. The minimum percentage of tax revenue that must be spent on Land Conservation activities shall decrease from 80% to 70% beginning January 1, 2061. Note that the Natural Areas Department share of the Larimer County Help Preserve Open Spaces sales tax may be used for Land Conservation, Operations, or Maintenance Activities, making these percentages sustainable into the future.

F. Because the Fort Collins Natural Areas Department relies solely on sales tax revenues from sources with expiration dates, long-term planning for the future is difficult. This initiative will remove the expiration date of the Open Space, Yes! (Citizen-Initiated Ordinance No. 1, 2002) tax.

In light of the foregoing recitals, BE IT ORDAINED AS FOLLOWS:

Section 1. THAT for purposes of acquiring, operating, and maintaining natural areas, open spaces, community separators, wildlife habitat, river, streams and other riparian areas, wetlands, and biodiverse landscapes, and providing for the appropriate use and enjoyment of these areas by the citizenry, the existing twenty-five one-hundredths (.25) percent sales and use tax authorized by Citizen Initiated Ordinance No. 1, 2002 and approved by the City of Fort Collins voters, be extended without expiration (the "Tax").

Section 2. THAT land conservation projects using revenues from the Tax shall be undertaken where there is an identifiable benefit to the residents of the City of Fort Collins as determined by the City Council, whether undertaken by the City of Fort Collins alone or in partnership with one or more entities. The projects shall be undertaken within the City of Fort Collins and its Growth Management Area boundary; in the areas between Fort Collins and the communities of Wellington, Windsor, Loveland, Timnath, Bellvue, and LaPorte; in the foothills west of Fort Collins; in the Poudre River corridor; and regionally.

Section 3. THAT 100 percent (100%) of the proceeds from the Tax shall be deposited into the Sales and Use Tax Fund and shall be apportioned as follows:

a) Not less than 80 percent (80%) of the total annual revenue of the Tax received during the time period January 1, 2031 to December 31, 2060 shall be used solely for Land Conservation Activities as defined herein.

b) Not less than 70 percent (70%) of the total annual revenue of the Tax received beginning January 1, 2061, and not including revenues prior to January 1, 2061, shall be used solely for Land Conservation Activities as defined herein.

c) Not more than 20 percent (20%) of the total annual revenue of the Tax received during the time period January 1, 2031 to December 31, 2060 shall be used solely for Operations Activities and Maintenance Activities as defined herein.

d) Not more than 30 percent (30%) of the total annual revenue of the Tax received beginning January 1, 2061, and not including revenues prior to January 1, 2061, shall be used solely for Operations Activities and Maintenance Activities as defined herein. This percentage shall be calculated on a 10-year rolling average, beginning

January 1, 2071, and the City of Fort Collins shall evaluate and verify annually, beginning January 1, 2071, that this 10-year rolling average does not exceed 30% of the average annual revenue of the Tax.

Section 4. THAT "Land Conservation Activities" are herein defined to solely include the following:

a) Acquiring interests in real property for the purposes of conserving and protecting natural areas, open spaces, community separators, wildlife habitat, rivers, streams and other riparian areas, wetlands, and biodiverse landscapes. Acquiring interests in real property includes, without limitation, fee simple acquisition, acquisition of perpetual conservation or agricultural easements, and acquisition of development rights, whether alone or in cooperation with one or more entities;

b) Acquiring or leasing water rights and water storage rights for the purpose of conserving, restoring, and maintaining conserved and protected lands, or if acquisition of interests in real property is contingent on acquisition of water rights;

c) Acquiring subsurface rights, such as mineral (e.g. gravel) rights;

d) Allowing expenditure of funds for joint projects between Larimer County, other municipalities, trusts, foundations, GOCO, or other public or private entities for the purpose of land conservation;

e) Improving acquired lands by restoring, enhancing, and maintaining native plant and animal communities for the primary purpose of improving the current and future ecological health of protected lands and their native plant and animal communities;

f) Providing grant funds to protect, restore and enhance native plant and animal communities on private and publicly owned natural areas in Fort Collins and unincorporated Larimer County;

g) Hiring land agents, as necessary, to act on behalf of the City of Fort Collins in negotiating contracts with the owners of such interests in real property; and

h) Monitoring lands protected by less than fee simple acquisition at least annually, through the use of third-party land trusts, the City of Fort Collins, or other appropriate parties, to ensure lands are protected and maintained in accordance with the terms of the acquisition and adopted management plans and agreements. Except as otherwise expressly agreed, owners of properties protected by less than fee simple acquisition shall be responsible for maintaining all lands, structures, enhancements, and facilities in accordance with the adopted site-specific management plans and agreements; and

i) Administering and directly supervising Land Conservation Activities as described in this section.

j) Land Conservation Activities shall not include any activities defined herein as Operations Activities or Maintenance Activities.

Section 5. THAT "Operations Activities" of conserved and protected lands is herein defined to include the following:

a) Conducting educational and volunteer programs to involve citizens in the ownership of conserved and protected lands;

b) Informing the public about City of Fort Collins open spaces and programs, such as producing and distributing newsletters, brochures and maps and providing a website and social media content;

c) Providing public capital facilities to manage human usage of conserved lands, such as trails, fencing, wildlife viewing structures, restrooms, drinking water, trash and recycling receptacles, traffic-related infrastructure and parking areas associated with usage, signage, interpretive exhibits, or information displays;

d) Developing, implementing and updating an overall program master plan, as well as site-specific management plans for conserved and protected lands;

e) Administering the natural areas and land conservation programs, including on-going accounting, record keeping, scheduling, personnel management, interacting with the City Council and the citizens, and administering easement requests in accordance with the adopted natural areas easement policy;

f) Law enforcement activities for the purpose of enforcing natural areas and open lands regulations and other applicable laws; and

g) Administering and directly supervising all Operations Activities described in this section.

h) Operations Activities shall not include any activities defined herein as Land Conservation Activities or Maintenance Activities.

Section 6. THAT "Maintenance Activities" of conserved and protected lands is herein defined to include the following:

a) Repairing, cleaning, or replacing public capital facilities as described in Section 5, such as trails, fencing, wildlife viewing structures, restrooms, drinking water, trash and recycling receptacles, parking areas, signage, interpretive exhibits, or information displays, and removing trash and debris;

b) Administering and directly supervising all Maintenance Activities described in this section.

c) Maintenance Activities shall not include any activities defined herein as Operations Activities or Land Conservation Activities.

Section 7. THAT all Land Conservation Activities as defined in Section 4 shall be accomplished by agreement with willing sellers.

Section 8. THAT the City of Fort Collins shall expend moneys for Land Conservation Activities in a timely and expedient manner, seeking to avoid substantial escalation in costs of real property or the real property being no longer available, including, where appropriate, cooperating with land trusts and other public and private land conservation entities.

Section 9. THAT all revenues generated on open space, natural areas, wildlife habitat, and other Land Conservation Activities performed or acquired with the Tax shall be used for the purposes stated herein. Revenues generated from leasehold interests in real property shall subsequently be used for Land Conservation Activities.

Section 10. THAT investment earnings on the revenues of the Tax shall be used for the purposes stated herein and apportioned as provided in Section 3.

Section 11. THAT, except with the express approval of the City Council, (a) no interest in real property acquired with the revenues provided by the Tax may be sold, leased, traded, or otherwise conveyed, (b) nor may an exclusive license or permit on such interest in real property be given, (c) nor may the use of such interest in real property be converted to purposes other than those permitted hereby. Prior to such action, the proposed action shall be reviewed by the appropriate board, and a recommendation shall be forwarded to the City Council. Approval of the action may be given only by a majority vote of the members of City Council after a public hearing held with notice provided in accordance with the applicable law.

Section 12. THAT (a) if any real property or interest therein acquired by use of proceeds of the Tax pursuant to this initiative ever be sold, exchanged, transferred, leased or otherwise disposed of, the consideration for such sale, exchange, transfer, lease or disposition shall be deposited into a fund or account for Land Conservation Activities and be subject to the same expenditure and use restrictions as those set forth herein for the original proceeds of the Tax, including restrictions set forth in this Section; and (b) if any real property or interest therein acquired by use of proceeds of the Tax pursuant to Section 1 of this initiative shall ever be converted to purposes other than those described herein, the City of Fort Collins shall pay into a fund or account for Land Conservation Activities, from any legally available municipal moneys other than the Tax, the then estimated fair market value of such property, as determined by an appraisal.

Section 13. THAT the City of Fort Collins is authorized to adopt such uniform rules, regulations, and ordinances as may be necessary for the administration and enforcement of this initiative in a manner consistent with the language herein; and that the City Council or its authorized representatives are hereby empowered to enter into and execute on behalf of the City of Fort Collins any agreements necessary for the administration and enforcement of this initiative in a manner consistent with the language herein.

Section 14. THAT the City of Fort Collins Land Conservation and Stewardship Board shall advise and make recommendations to the City Council regarding the expenditure of moneys for the purposes stated herein.

Section 15. THAT the City of Fort Collins shall prepare for review by the appropriate board(s) and City Council quarterly financial reports to include revenues, expenditures, and balances in the applicable funds or accounts, and any other appropriate related accounts, and shall prepare a report to the public annually regarding the use of the revenues derived from the Tax.

Section 16. THAT the full amount of revenues, and any investment earnings thereon, derived from the Tax shall be retained and expended by the City of Fort Collins, notwithstanding any state revenue or expenditure limitations including, without limitation, those contained in Article X, Section 20 of the Colorado Constitution.

Section 17. THAT this initiative shall become effective at 12:01 a.m. January 1, 2031.

Section 2. The foregoing proposed citizen-initiated ordinance is hereby submitted to the registered electors of the City at said regular city election in substantially the following form:

CITY OF FORT COLLINS BALLOT ISSUE NO. ____
A CITIZEN-INITIATED QUESTION

WITHOUT RAISING ADDITIONAL TAXES, SHALL THE CITY'S EXISTING 0.25% SALES AND USE TAX (25 CENTS ON A $100 PURCHASE), ~~WHICH WAS~~ AUTHORIZED BY CITIZEN-INITIATED ORDINANCE NO. 1, 2002, ~~AND AS DESCRIBED IN CITIZEN-INITIATED ORDINANCE NO. 2, 2025,~~ FOR THE ACQUISITION, MAINTENANCE, AND OPERATIONS OF NATURAL AREAS, BE EXTENDED, WITHOUT EXPIRATION, FROM ITS CURRENT EXPIRATION AT THE END OF ~~DECEMBER 31,~~ 2030;

PROVIDED THAT ~~THE~~ REVENUES DERIVED FROM SUCH TAX EXTENSION SHALL BE USED TO ACQUIRE, OPERATE AND MAINTAIN NATURAL AREAS, OPEN SPACES, COMMUNITY SEPARATORS, WILDLIFE HABITAT, RIVER, STREAMS, ~~AND OTHER~~ RIPARIAN AREAS, WETLANDS, AND BIODIVERSE LANDSCAPES, AND TO PROVIDE FOR THE APPROPRIATE USE AND ENJOYMENT OF ~~THESE AREAS~~THEM BY THE CITIZENRY CONSISTENT WITH CITIZEN-INITIATED ORDINANCE NO. 2, 2025, ~~AND WITH~~ INCLUDING THE FOLLOWING CHANGES ~~TO CITIZEN-INITIATED~~ FROM THE 2002 ORDINANCE ~~NO. 1, 2002~~:

- BEGINNING ~~JANUARY 1,~~IN 2061, REDUCE THE MINIMUM PERCENTAGE OF ~~TOTAL~~ ANNUAL REVENUE THAT MUST BE SPENT ON LAND CONSERVATION ACTIVITIES, AS DEFINED IN THE ~~CITIZEN-INITIATED~~ ORDINANCE, TO ~~NOT LESS THAN~~ 70% (INSTEAD OF ~~NOT LESS THAN~~ 80%).
- BEGINNING ~~JANUARY 1,~~IN 2061, INCREASE THE MAXIMUM PERCENTAGE OF ~~TOTAL~~ ANNUAL REVENUE THAT MAY BE SPENT ON OPERATIONS AND MAINTENANCE ACTIVITIES, AS DEFINED IN THE ~~CITIZEN-INITIATED~~ ORDINANCE, TO ~~NOT MORE THAN~~ 30% (INSTEAD OF ~~NOT MORE THAN~~ 20%);

- ~~ADD TO THE DEFINITION OF "LAND CONSERVATION ACTIVITY"~~TREAT IMPROVING ACQUIRED LANDS BY RESTORING, ENHANCING, AND MAINTAINING NATIVE PLANT AND ANIMAL COMMUNITIES FOR THE PRIMARY PURPOSE OF IMPROVING THE ECOLOGICAL HEALTH OF PROTECTED LANDS AS "LAND CONSERVATION ACTIVITY"; AND
- CLARIFY OTHER LANGUAGE OF THE ~~CITIZEN-INITIATED~~ ORDINANCE ~~TO ELIMINATE CONFUSION AND MORE ACCURATELY REFLECT~~ FOR CONSISTENCY WITH ~~THE POLICIES AND PRACTICES OF~~ THE CITY'S NATURAL AREAS PROGRAM.

AND ~~FURTHER~~ PROVIDED THAT ~~THE FULL AMOUNT OF~~ALL REVENUES ~~DERIVED~~ FROM THE TAX EXTENSION MAY BE RETAINED AND EXPENDED BY THE CITY NOTWITHSTANDING ANY STATE REVENUE OR EXPENDITURE LIMITATION, INCLUDING, BUT NOT LIMITED TO, ~~THE LIMITATION CONTAINED IN~~ ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

YES/FOR _____

NO/AGAINST _____

Passed and adopted on August 19, 2025.

_____
Mayor

ATTEST:

_____
Sr. Deputy City Clerk

Effective Date: August 19, 2025
Approving Attorney: Carrie Daggett

Exhibit: None

RESOLUTION 2025-078
OF THE COUNCIL OF THE CITY OF FORT COLLINS
SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF
THE CITY A CITIZEN-INITIATED ORDINANCE TO CONTINUE
THE CITY'S EXISTING OPEN SPACE SALES AND USE TAX

A. Under Article X, Section 1 of the City Charter, the registered electors of the City have the power to propose a measure to the City Council, and if the City Council fails to adopt a measure so proposed, then to adopt or reject such ordinance or resolution at the polls.

B. A citizen-initiated measure to continue the City's Open Space Sales and Use Tax for a period of 25 years (the "2002 Initiative") was approved by the registered electors of Fort Collins at a special City election on November 5, 2002.

C. An initiative petition amending the terms of the 2002 Initiative and extending the Open Space Sales and Use Tax without expiration (the "Initiated Measure") has been submitted to the City, and the City Clerk has certified said petition as sufficient for submission of the initiated ordinance to a vote of the people at the next regular City election on November 4, 2025.

D. In addition to removing the expiration of the Tax, the Initiated Measure amends the terms of the 2002 Initiative by:

a. Starting in 2061:
    i. reducing the percentage of revenues from the tax that *must* be used for "land conservation activities" to 70 percent (from 80 percent); and
    ii. increasing the percentage of revenues from the tax that *may* be used for maintenance and operations to 30 percent (from 20 percent);
b. Changing the definition of "land conservation activity", for which a specified amount of the tax revenues must be used, to include expenditures to support the ecological health of protected lands; and
c. Clarifying other language to eliminate confusion and more accurately reflect the policies and practices of the Natural Areas program.

E. The City Clerk has presented the petition for the Initiated Measure to the City Council as provided in Article X, Section 2(f) of the City Charter.

F. Under Article X, Section 3(a) of the City Charter, for a tax measure requiring voter approval under the Colorado Constitution, upon presentation of an initiative petition certified as to sufficiency by the City Clerk the City Council must submit said citizen-initiated ordinance, in the form petitioned for, to the registered electors of the City.

G. The ballot title for the measure must identify the measure as either a city-initiated or citizen-initiated measure.

H. The submission clause must be brief, must not conflict with those selected for any petition previously filed for the same election, and must unambiguously state the principle of the provision sought to be added.

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. There is hereby submitted to the registered electors of the City at the next regular city election to be held on Tuesday, November 4, 2025, the following proposed citizen-initiated ordinance:

[THIS IS THE EXACT LANGUAGE OF THE INITIATED ORDINANCE AND CANNOT BE CHANGED IN ANY WAY]

CITIZEN-INITIATED ORDINANCE NO. 2

A. The Fort Collins Natural Areas Department has protected over 55,000 acres and provided 114 miles of trails since the first citizens' initiative establishing a ¼ of one percent Natural Areas and Open Space sales tax in 1992 and its subsequent renewal in 2002 (Open Space, Yes!). Not only has the Natural Areas Program significantly improved the quality of life for Fort Collins residents, it continues to be a key partner in conserving native plant and wildlife communities, ecosystems, biodiversity, and other large landscapes in Northern Colorado.

B. Fort Collins residents currently enjoy the open spaces and natural areas; the recreation they provide, such as walking, hiking, biking, wildlife viewing, bird watching, and fishing; the educational opportunities and programs provided to people of all ages and backgrounds; and the beautiful landscapes and views they provide. About 96% of Fort Collins residents reported visiting a City of Fort Collins natural area, open space or trail in the previous 12 months according to the Our Lands, Our Future 2023 survey.

C. Continuing this initiative into the future will ensure the long-term sustainability of the Natural Areas Program. The Natural Areas Program can continue to protect natural areas, open spaces, and wildlife habitat; offer appropriate recreation (walking/hiking/biking and more) and education programs; provide revenue for restoration and management of protected lands; and partner with Larimer County, GOCO, and others to make funding go much further.

D. This ordinance makes several modifications to Citizen-Initiated Ordinance No. 1, 2002 language (Open Space, Yes!) related to Land Conservation, Operations, and Maintenance Activities. This will ensure that long-term operations and maintenance needs can be met within the parameters of the initiative language. Maintaining native plant and animal communities for the primary purpose of improving the current and future ecological health of protected lands will be moved into the category of Land Conservation Activities from Maintenance Activities, as will monitoring of land conservation easements.

E. The minimum percentage of tax revenue that must be spent on Land Conservation activities shall decrease from 80% to 70% beginning January 1, 2061. Note that the Natural Areas Department share of the Larimer County Help Preserve Open Spaces sales tax may be used for Land Conservation, Operations, or Maintenance Activities, making these percentages sustainable into the future.

F. Because the Fort Collins Natural Areas Department relies solely on sales tax revenues from sources with expiration dates, long-term planning for the future is difficult. This initiative will remove the expiration date of the Open Space, Yes! (Citizen-Initiated Ordinance No. 1, 2002) tax.

In light of the foregoing recitals, BE IT ORDAINED AS FOLLOWS:

Section 1. THAT for purposes of acquiring, operating, and maintaining natural areas, open spaces, community separators, wildlife habitat, river, streams and other riparian areas, wetlands, and biodiverse landscapes, and providing for the appropriate use and enjoyment of these areas by the citizenry, the existing twenty-five one-hundredths (.25) percent sales and use tax authorized by Citizen Initiated Ordinance No. 1, 2002 and approved by the City of Fort Collins voters, be extended without expiration (the "Tax").

Section 2. THAT land conservation projects using revenues from the Tax shall be undertaken where there is an identifiable benefit to the residents of the City of Fort Collins as determined by the City Council, whether undertaken by the City of Fort Collins alone or in partnership with one or more entities. The projects shall be undertaken within the City of Fort Collins and its Growth Management Area boundary; in the areas between Fort Collins and the communities of Wellington, Windsor, Loveland, Timnath, Bellvue, and LaPorte; in the foothills west of Fort Collins; in the Poudre River corridor; and regionally.

Section 3. THAT 100 percent (100%) of the proceeds from the Tax shall be deposited into the Sales and Use Tax Fund and shall be apportioned as follows:

a) Not less than 80 percent (80%) of the total annual revenue of the Tax received during the time period January 1, 2031 to December 31, 2060 shall be used solely for Land Conservation Activities as defined herein.

b) Not less than 70 percent (70%) of the total annual revenue of the Tax received beginning January 1, 2061, and not including revenues prior to January 1, 2061, shall be used solely for Land Conservation Activities as defined herein.

c) Not more than 20 percent (20%) of the total annual revenue of the Tax received during the time period January 1, 2031 to December 31, 2060 shall be used solely for Operations Activities and Maintenance Activities as defined herein.

d) Not more than 30 percent (30%) of the total annual revenue of the Tax received beginning January 1, 2061, and not including revenues prior to January 1, 2061, shall be used solely for Operations Activities and Maintenance Activities as defined herein. This percentage shall be calculated on a 10-year rolling average, beginning January 1, 2071, and the City of Fort Collins shall evaluate and verify annually, beginning January 1, 2071, that this 10-year rolling average does not exceed 30% of the average annual revenue of the Tax.

Section 4. THAT "Land Conservation Activities" are herein defined to solely include the following:

a) Acquiring interests in real property for the purposes of conserving and protecting natural areas, open spaces, community separators, wildlife habitat, rivers, streams and other riparian areas, wetlands, and biodiverse landscapes. Acquiring interests in real property includes, without limitation, fee simple acquisition, acquisition of perpetual conservation or agricultural easements, and acquisition of development rights, whether alone or in cooperation with one or more entities;

b) Acquiring or leasing water rights and water storage rights for the purpose of conserving, restoring, and maintaining conserved and protected lands, or if acquisition of interests in real property is contingent on acquisition of water rights;

c) Acquiring subsurface rights, such as mineral (e.g. gravel) rights;

d) Allowing expenditure of funds for joint projects between Larimer County, other municipalities, trusts, foundations, GOCO, or other public or private entities for the purpose of land conservation;

e) Improving acquired lands by restoring, enhancing, and maintaining native plant and animal communities for the primary purpose of improving the current and future ecological health of protected lands and their native plant and animal communities;

f) Providing grant funds to protect, restore and enhance native plant and animal communities on private and publicly owned natural areas in Fort Collins and unincorporated Larimer County;

g) Hiring land agents, as necessary, to act on behalf of the City of Fort Collins in negotiating contracts with the owners of such interests in real property; and

h) Monitoring lands protected by less than fee simple acquisition at least annually, through the use of third-party land trusts, the City of Fort Collins, or other appropriate parties, to ensure lands are protected and maintained in accordance with the terms of the acquisition and adopted management plans and agreements. Except as otherwise expressly agreed, owners of properties protected by less than fee simple acquisition shall be responsible for maintaining all lands, structures, enhancements, and facilities in accordance with the adopted site-specific management plans and agreements; and

i) Administering and directly supervising Land Conservation Activities as described in this section.

j) Land Conservation Activities shall not include any activities defined herein as Operations Activities or Maintenance Activities.

Section 5. THAT "Operations Activities" of conserved and protected lands is herein defined to include the following:

a) Conducting educational and volunteer programs to involve citizens in the ownership of conserved and protected lands;

b) Informing the public about City of Fort Collins open spaces and programs, such as producing and distributing newsletters, brochures and maps and providing a website and social media content;

c) Providing public capital facilities to manage human usage of conserved lands, such as trails, fencing, wildlife viewing structures, restrooms, drinking water, trash and recycling receptacles, traffic-related infrastructure and parking areas associated with usage, signage, interpretive exhibits, or information displays;

d) Developing, implementing and updating an overall program master plan, as well as site-specific management plans for conserved and protected lands;

e) Administering the natural areas and land conservation programs, including on-going accounting, record keeping, scheduling, personnel management, interacting with the City Council and the citizens, and administering easement requests in accordance with the adopted natural areas easement policy;

f) Law enforcement activities for the purpose of enforcing natural areas and open lands regulations and other applicable laws; and

g) Administering and directly supervising all Operations Activities described in this section.

h) Operations Activities shall not include any activities defined herein as Land Conservation Activities or Maintenance Activities.

Section 6. THAT "Maintenance Activities" of conserved and protected lands is herein defined to include the following:

a) Repairing, cleaning, or replacing public capital facilities as described in Section 5, such as trails, fencing, wildlife viewing structures, restrooms, drinking water, trash and recycling receptacles, parking areas, signage, interpretive exhibits, or information displays, and removing trash and debris;

b) Administering and directly supervising all Maintenance Activities described in this section.

c) Maintenance Activities shall not include any activities defined herein as Operations Activities or Land Conservation Activities.

Section 7. THAT all Land Conservation Activities as defined in Section 4 shall be accomplished by agreement with willing sellers.

Section 8. THAT the City of Fort Collins shall expend moneys for Land Conservation Activities in a timely and expedient manner, seeking to avoid substantial escalation in costs of real property or the real property being no longer available, including, where appropriate, cooperating with land trusts and other public and private land conservation entities.

Section 9. THAT all revenues generated on open space, natural areas, wildlife habitat, and other Land Conservation Activities performed or acquired with the Tax shall be used for the purposes stated herein. Revenues generated from leasehold interests in real property shall subsequently be used for Land Conservation Activities.

Section 10. THAT investment earnings on the revenues of the Tax shall be used for the purposes stated herein and apportioned as provided in Section 3.

Section 11. THAT, except with the express approval of the City Council, (a) no interest in real property acquired with the revenues provided by the Tax may be sold, leased, traded, or otherwise conveyed, (b) nor may an exclusive license or permit on such interest in real property be given, (c) nor may the use of such interest in real property be converted to purposes other than those permitted hereby. Prior to such action, the proposed action shall be reviewed by the appropriate board, and a recommendation shall be forwarded to the City Council. Approval of the action may be given only by a majority vote of the members of City Council after a public hearing held with notice provided in accordance with the applicable law.

Section 12. THAT (a) if any real property or interest therein acquired by use of proceeds of the Tax pursuant to this initiative ever be sold, exchanged, transferred, leased or otherwise disposed of, the consideration for such sale, exchange, transfer, lease or disposition shall be deposited into a fund or account for Land Conservation Activities and be subject to the same expenditure and use restrictions as those set forth herein for the original proceeds of the Tax, including restrictions set forth in this Section; and (b) if any real property or interest therein acquired by use of proceeds of the Tax pursuant to Section 1 of this initiative shall ever be converted to purposes other than those described herein, the City of Fort Collins shall pay into a fund or account for Land Conservation Activities, from any legally available municipal moneys other than the Tax, the then estimated fair market value of such property, as determined by an appraisal.

Section 13. THAT the City of Fort Collins is authorized to adopt such uniform rules, regulations, and ordinances as may be necessary for the administration and enforcement of this initiative in a manner consistent with the language herein; and that the City Council or its authorized representatives are hereby empowered to enter into and execute on behalf of the City of Fort Collins any agreements necessary for the administration and enforcement of this initiative in a manner consistent with the language herein.

Section 14. THAT the City of Fort Collins Land Conservation and Stewardship Board shall advise and make recommendations to the City Council regarding the expenditure of moneys for the purposes stated herein.

Section 15. THAT the City of Fort Collins shall prepare for review by the appropriate board(s) and City Council quarterly financial reports to include revenues, expenditures, and balances in the applicable funds or accounts, and any other appropriate related accounts, and shall prepare a report to the public annually regarding the use of the revenues derived from the Tax.

Section 16. THAT the full amount of revenues, and any investment earnings thereon, derived from the Tax shall be retained and expended by the City of Fort Collins, notwithstanding any state revenue or expenditure limitations including, without limitation, those contained in Article X, Section 20 of the Colorado Constitution.

Section 17. THAT this initiative shall become effective at 12:01 a.m. January 1, 2031.

Section 2. The foregoing proposed citizen-initiated ordinance is hereby submitted to the registered electors of the City at said regular city election in substantially the following form:

CITY OF FORT COLLINS BALLOT ISSUE NO. ____
A CITIZEN-INITIATED QUESTION

WITHOUT RAISING ADDITIONAL TAXES, SHALL THE CITY'S EXISTING 0.25% SALES AND USE TAX (25 CENTS ON A $100 PURCHASE), AUTHORIZED BY CITIZEN-INITIATED ORDINANCE NO. 1, 2002, FOR THE ACQUISITION, MAINTENANCE, AND OPERATIONS OF NATURAL AREAS, BE EXTENDED, WITHOUT EXPIRATION, FROM ITS CURRENT EXPIRATION AT THE END OF 2030;

PROVIDED THAT REVENUES DERIVED FROM SUCH TAX EXTENSION SHALL BE USED TO ACQUIRE, OPERATE AND MAINTAIN NATURAL AREAS, OPEN SPACES, COMMUNITY SEPARATORS, WILDLIFE HABITAT, RIVER, STREAMS, RIPARIAN AREAS, WETLANDS, AND BIODIVERSE LANDSCAPES, AND TO PROVIDE FOR THE APPROPRIATE USE AND ENJOYMENT OF THEM BY THE CITIZENRY CONSISTENT WITH CITIZEN-INITIATED ORDINANCE NO. 2, 2025, INCLUDING THE FOLLOWING CHANGES FROM THE 2002 ORDINANCE:

- BEGINNING IN 2061, REDUCE THE MINIMUM PERCENTAGE OF ANNUAL REVENUE THAT MUST BE SPENT ON LAND CONSERVATION ACTIVITIES, AS DEFINED IN THE ORDINANCE, TO 70% (INSTEAD OF 80%).
- BEGINNING IN 2061, INCREASE THE MAXIMUM PERCENTAGE OF ANNUAL REVENUE THAT MAY BE SPENT ON OPERATIONS AND MAINTENANCE ACTIVITIES, AS DEFINED IN THE ORDINANCE, TO 30% (INSTEAD OF 20%);
- TREAT IMPROVING ACQUIRED LANDS BY RESTORING, ENHANCING, AND MAINTAINING NATIVE PLANT AND ANIMAL COMMUNITIES FOR THE PRIMARY PURPOSE OF IMPROVING THE ECOLOGICAL HEALTH OF PROTECTED LANDS AS "LAND CONSERVATION ACTIVITY"; AND
- CLARIFY OTHER LANGUAGE OF THE ORDINANCE FOR CONSISTENCY WITH THE CITY'S NATURAL AREAS PROGRAM.

AND PROVIDED THAT ALL REVENUES FROM THE TAX EXTENSION MAY BE RETAINED AND EXPENDED BY THE CITY NOTWITHSTANDING ANY STATE REVENUE OR EXPENDITURE LIMITATION, INCLUDING, BUT NOT LIMITED TO, ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

YES/FOR _____

NO/AGAINST _____

Passed and adopted on August 19, 2025.

_____
Mayor

ATTEST:

_____
Sr. Deputy City Clerk

Effective Date: August 19, 2025
Approving Attorney: Carrie Daggett

Exhibit: None